LIBER 134 PAGE 1

Charles J. Atas, Assignee

vs.

James F. Willis & Pearl G. Willis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14434

* * * * *

Mr. Clerk:

Please docket the within case for foreclosure.

Charles J. Atas, Attorney
103 Crain Hwy., S.E.
Glen Burnie, Md.
SOuthfield 6-6820

FILED

1961 JUN 12 PM 12:06

MORTGAGE FEE—COUNTY—$4.

LIBER 134 PAGE 2
LIBER 486 PAGE 423

No. 14434 Equity
~~No. 10,373 Equity~~

PURCHASE MONEY

This Mortgage, Made this 28 day August

in the year nineteen hundred and Forty-Eight, by James F. Willis and Pearl G. Willis, his wife, parties of the first part, - - - - - - - - - - - - -

Mortgagor s of Anne Arundel County - - - - - - - in the State of Maryland, of the first part,

and Anthony Serio, Widower -

Mortgagee , of the second part.

WHEREAS the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Seven Hundred Dollars ($700.00), which sum, together with the interest thereon at the rate of 6% per annum, which mortgage indebtedness together with interest the Mortgagors agree to repay in the following manner:

By the payment of Thirty-Five Dollars ($35.00) 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 installments may be applied by the Mortgagee in the following order:

First: to the payment of interest; and

Second: Toward the payment of the aforesaid principal sum.

WHEREAS it is expressly understood that the Mortgagors shall have the privilege of prepaying the aforesaid indebtedness and interest at any time.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors James F. Willis and Pearl G. Willis, his wife - do - - - grant and convey unto the said Mortgagee, Anthony Serio, Widower, - - - - - - - - his heirs and assigns, in fee simple, all those lot s of ground situate and lying in Sabrina Park, Third Election District of Anne Arundel - County, aforesaid, and described as follows:

BEING known and designated as Lot Nos. 33, 34, 35, 36, 37, and 38 as shown on the Plat of Sabrina Park, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. 1, Folio 43; now Plat Cabinet 1, Rod Q, Plat 14.

BEING ALSO the same property which the Mortgagors acquired from R. Jennie Speers, single----------, by deed dated the 6th day of August, 1948, and recorded among the Land Records of Anne Arundel County ~~in Liber~~ ~~Folio~~ prior hereto.

Filed 30 Nov, 1951

FILED

1961 JUN 12 PM 12:06

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 Anthony Serio, Widower - his heirs and assigns, forever.

PROVIDED, that if the said James F. Willis and Pearl G. Willis, his wife - - - - - - - - their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Hundred ($700.00) - - - - - - - - - - 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 of either of them, at any 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 Anthony Serio, Widower -

- his personal representatives or assigns, or John Demyan, Jr. - - - - - - - - - - - - - - - his ~~their~~ Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel - - - - - county, and such other notice as by the said Mortgagee - - - - - his 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($50.00)- - - - -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 personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their - - 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 Mortgagors for themselves, their heirs, personal representatives and assigns, do - - hereby - - - - - - covenant to pay, and the said Mortgagee, - - his - - - personal representatives or assigns, or John Demyan, Jr. - - - - - - - his ~~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 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 to the amount of at least Seven Hundred($700.00)- - - - - - - - - - - - - - - - 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, his - - - - personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

JOHN DEMYAN, JR.

_______________ (SEAL)
James F. Willis

_______________ (SEAL)
Pearl G. Willis

_______________ (SEAL)

[redacted] (SEAL)

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LIBER 486 PAGE 426

LIBER 134 PAGE 5

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 28th day of August in the year nineteen hundred and Forty-Eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James F. Willis, and Pearl G. Willis, 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 Anthony Serio, Widower - 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.

JOHN DEMYAN JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notary Public
JOHN DEMYAN JR.

Recorded- 31st- August, 1948- at 9 A.M.

PURCHASE MONEY
MORTGAGE

FROM

JAMES F. WILLIS, and
PEARL G. WILLIS, his wife

TO

ANTHONY SERIO, Widower

BLOCK NO.

Received for Record Aug 31, 1948, at 9 o'clock A.M. Same day recorded in Liber No. 486 Folio 423 &c., one of the Land Records of A. A. Co.

examined per Clerk.

Cost of Record, $ 4.25

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 JUN -8 AM 10: 53
& RECORDED IN LIBER 134 FOLIO 426
NO. 486
GEO. F. CROMWELL, CLERK

The Daily Record Company, Baltimore, Md.

June 7th, 1961,

I hereby assign as sole legatee under the will of Anthony Serio, which will has been duly probated unto and in the Orphan's Court for Anne Arundel County, unto Charles J. Atas, for the purposes of foreclosure.

Test:

Fitzhugh Harding

Vincent Serio (Seal)
Vincent Serio,

Mail to Charles J. Atas
1013 Cregier Highway Suite B
Glen Burnie, Md.

AFFIDAVIT OF NON-MILITARY SERVICE, No. 14,434

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY THAT UPON THIS 13th DAY OF February 1961, PERSONALLY APPEARED BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY OF ANNE ARUNDEL COUNTY, personally appeared Charles J. Atas

PLAINTIFF, IN THE ABOVE ENTITLED MATTER AND MADE OATH, IN DUE FORM OF LAW, THAT THE DEFENDANT (S), James F. Willis and Pearl G. Willis, his wife,

AND NOW 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 13th DAY OF February 1960. 61.

MY COMMISSION EXPIRES 5/1/ 61.

Garner J. Klaus
NOTARY PUBLIC,

FILED
1961 JUN 12 PM 12:06

LIBER 134 PAGE 7

14,434 Equity

STATEMENT OF ACCOUNT

Original note was	$700.00
Payments on account	73.84
Principal balance due	$626.16
Interest a 6% for eleven years up to and including March 31, 1961.	435.11
	1061.27
Survey of property	35.00
Prior advertising of a foreclosure sale	60.00
Taxes	37.24
	$1193.51

Vincent Serio (SEAL)
Vincent Serio

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

I HEREBY CERTIFY that on this 6th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Anne Arundel personally appeared Vincent Serio and he did acknowledge the aforegoing Statement of Account as and for his act, and he did state that the consideration in this mortgage is true and bona fide.

AS witness my hand and Notarial Seal.

Notary Public
My commision expires: 5/1/61

CHARLES J. MAS
NOTARY PUBLIC
ANNE ARUNDEL

FILED
1961 JUN 12 PM 12:06

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY

Lots Nos. 33, 34, 35, 36, 37 and 38, Section J, Sabrina Park, Third Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a mortgage from James F. Willis and Pearl G. Willis, his wife, to Anthony Serio, Widower, dated the 28th day of August, 1948, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 486, folio 423, (default having occurred thereunder; the undersigned, Attorney, as Assignee,) will sell at public auction at the Court House door at Annapolis on the 20th day of July, 1961, at 10:00 a. m. all those lots of ground lying situate and being in Sabrina Park, Third Election District, State of Maryland; and described as follows:

BEING known and designated as Lots 33, 34, 35, 36, 37, and 38 of Block J as shown on a Plat of Sabrina Park, and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. 1, Folio 43; now Plat Cabinet 1, Rod Q, Plat No. 14.

BEING ALSO the same property which the said Pearl G. Willis and James F. Willis, acquired from Jennie Spears, Single, dated the 6th day of August, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 486, Folio 435.

IMPROVEMENTS: One story bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of the sale and at the place of the sale, the balance of the purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear

FILED
1961 JUN 12 PM 12:06

8

interest at 6% from the date of the sale to the date of the settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted as of the date of sale.

Charles J. Atas,
Attorney Assignee of the mortgage.
103 Crain Hwy., S.E.
Glen Burnie, Md.
SOuthfield 6-6820

(Robert Campbell)
Auctioneer

LIBER 134 PAGE 10

LIBER 11 PAGE 45

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #14,434

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Charles J. Atas as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00) * * * * * * * * * * * * * * * * current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of July, 19 61.

WHEREAS by virtue of a power of sale contained in a Mortgage from James F. Willis and Pearl G. Willis, his wife to Anthony Serio, bearing date on or about the 28th day of August, 19 48, the said Charles J. Atas as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Charles J. Atas as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

Charles J. Atas (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 7 day of July 1961

George T. Cromwell, Clerk

FILED
1961 JUL -7 AM 9:36

10

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lots Nos. 33. 34. 35, 36, 37 and 38, Section J, Sabrina Park, Third Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a mortgage from James F. Willis and Pearl G. Willis, his wife, to Anthony Serio, Widower, dated the 28th day of August, 1948, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 486, folio 423, (default having occurred thereunder) the undersigned, Attorney, as Assignee,) will sell at public auction at the Court House door at Annapolis on the

Thursday, July 20, 1961 at 10:00 A. M.

all those lots of ground lying situate and being in Sabrina Park, Third Election District, State of Maryland: and described as follows:

BEING known and designated as Lots 33. 34. 35. 36. 37. and 38 of Block J as shown on a Plat of Sabrina Park, and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. 1, Folio 43; now Plat Cabinet 1, Rod Q. Plat No. 14.

BEING ALSO the same property which the said Pearl G. Willis and James F. Willis, acquired from Jennie Spears, Single, dated the 6th day of August, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 486, Folio 435.

IMPROVEMENTS: One story bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of the sale and at the place of the sale, the balance of the purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of the sale to the date of the settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted as of the date of sale.

CHARLES J. ATAS, Attorney
Assignee of the Mortgage
103 Crain Hwy., S.E.
Glen Burnie, Md.
SOuthfield 6-6820

ROBERT CAMPBELL
Auctioneer

Jy-13

OFFICE 14,434

LIBER 134 PAGE 11

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

Mortgage Sale

James F. Willis

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 July, 1961. The first insertion being made the 22nd day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
JUL 18 PM 12 44

By H. Tilghman

CHARLES J. ATAS, Assignee	:	IN THE CIRCUIT COURT
Vs.	:	FOR
JAMES F. WILLIS and PEARL G. WILLIS, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity No. 14,434

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on this Twentieth day of July, 1961 that I sold the property above described in the advertisement filed in the above entitled case for the sum of $300.00 unto Vincent Serio and Alma Serio, his wife, they being at that figure the highest bidder therefore and I HEREBY CERTIFY that the sale was fairly made.

Robert H. Campbell
AUCTIONEER

PURCHASER'S AGREEMENT

WE HEREBY CERTIFY that on this 20th day of July, 1961, we purchased the property above described being lots #33,34,35, 36,37 and 38, block J as shown on a plat of Sabrina Park recorded among the Land Records of Anne Arundel County in Plat Book FSR #1, Folio 43 now Plat Cabinet #1, Rod Q Plat #14 for the sum of $300.00 and we further agree to comply with the terms of sale as set forth in the attached advertisement of sale which was filed in the case.

Alma Serio
ALMA SERIO

Vincent Serio
VINCENT SERIO

FILED
1961 JUL 28 AM 10:02

12

LIBER 134 PAGE 13

CHARLES J. ATAS, Assignee	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES F. WILLIS and PEARL G. WILLIS, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity No. 14, 434

.. .. ..

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The report of sale of Charles J. Atas, assignee, under the Power of Sale in the above entitled mortgage in the case, was authorized to make sale of lots #33,34,35,36,37, and 38, Block J as shown on a plat of Sabrina Park as recorded among the Land Records of Anne Arundel County in Plat Book FSR No. 1, Folio 43; now Plat Cabinet No. 1, Rod Q, Plat #14 & in the proceedings in the said cause mentioned, respectfully shows that after having given bond for security for the faithful discharge of his trust as prescribed by the said power which bond was duly approved and having given notice of the time, place, manner, and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks proceeding the day of the sale, the said assignee, pursuant to the notice on Thursday, the 20th day of July, 1961 at 10:00 A.M. did attend on the premises at the court house door and there sold the aforesaid property described above for the sum of $300.00 unto Vincent Serio and Alma Serio, his wife they being the highest bidders for the same.

CHARLES J. ATAS, Assignee

FILED

1961 JUL 28 AM 10:02

13

State of Maryland, County of Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 27th day of July, 1961 before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, PERSONALLY APPEARED Charles J. Atas, Assignee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and the said sale thereby reported was fairly made.

AS WITNESS My hand and notarial seal.

Garner L. Klair
NOTARY PUBLIC

LIBER 134 PAGE 15

ORDER NISI

Charles J. Atas, Assignee

versus

James F. Willis

and

Pearl G. Willis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,434 Equity

Ordered, this 28th day of July, 19 61, That the sale of the property in these proceedings mentioned made and reported by Charles J. Atas, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

The report states that the amount of sale was $ 300.00.

Filed July 28,1961
True Copy,

George T. Cromwell Clerk.

TEST: George T. Cromwell Clerk.

(Final Order)

Charles J. Atas, Assignee

versus

James F. Willis

and

Pearl G. Willis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This ~~25th~~ 7th day of ~~July~~ September, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crane
JUDGE.

FILED

1961 SEP -7 PM 12:43

15

LIBER 134 PAGE 16

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,434 Equity
Charles J. Atas, Assignee
versus
JAMES F. WILLIS and
PEARL G. WILLIS, his wife

Ordered, this 28th day of July, 1961, That the sale of the property in these proceedings mentioned made and reported by Charles J. Atas, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

The report states that the amount of sale was $300.00.

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 Sale Eq. 14,434 James F. Willis was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September, 1961. The first insertion being made the 3rd day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 22707 1961 SEP -6 PM 4:17 By H. Tilghman

16

In the Case of

Charles J. Atas,
Assignee
vs.
James F. Willis
and
Pearl G. Willis, his wife

In the
Circuit Court
For
Anne Arundel County

No. 14,434 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.

Laura K. Frickling
Auditor.

September 20, 1961

FILED
1961 SEP 25 AM 10:20

17

Dr. Charles J. Atas, Assignee vs. James F. Willis and Pearl G. Willis, his wife — in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	21	00	71	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Capital-Gazette Press - advertising sale in #10,373 Equity	36	24		
Capital-Gazette Press - handbills - "	9	69		
Clerk of Court - Court costs in #10,373 Equity	21	50		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps		28		
One-half State documentary stamps		55		
Garner F. Klair - notary fees	1	00	192	50
			315	00
Amount of mortgage claim filed, viz:				
Balance due on principal and interest to 3/31/61	1,061	27		
Interest @ 6% on principal balance of $626.16 from 3/31/61 to 10/31/61 - 7 months	21	91		
Overpayment by Assignee, as above	15	00		
Balance subject to decree in personam	1,098	18		

14

with

Charles J. Atas, Assignee

Cr.

1961						
July	20	Proceeds of Sale	300	00	300	00
		OVERPAYMENT BY ASSIGNEE			15	00
					315	00

ORDER NISI LIBER 134 PAGE 20

Charles J. Atas,
Assignee
VERSUS
James F. Willis
and
Pearl G. Willis, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,434 Equity.

ORDERED, This 25th 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 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

FILED SEP 25 AM 10:20 1961

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 12:07

D. Bowie Duckett

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 21

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Anne Arundel - Eq 14,434

James F. Willis

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 28th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,434 EQUITY

Charles J. Atas, Assignee
versus
JAMES F. WILLIS and
PERAL G. WILLIS, his wife

Orderdd, this 25th 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 befor 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, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-11

FILED

No. M. G. 23438 1961 OCT 24 PM 2:45

21.

PETITION FOR FORECLOSURE

LIBER 134 PAGE 22

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

VS.

Charles White and Doris A. White, his wife
Lot No. 8, Block E. Plat of Pine Haven, on Stoney Creek
Pasadena, Maryland

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL

COUNTY

No. 14,376 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 9th day of February A. D. 1960 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 $ 13,470.00 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

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1961 MAY -9 AM 10:24

LIBER 134 PAGE 23
BOOK 1370 PAGE 240

No. 14,376 Equity

This Mortgage, Made this 9th day of February, in the year one thousand, nine hundred and sixty, between Charles White and Doris A. White, 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 Thirteen thousand four hundred and seventy and 00/100/ ($13,470.00) 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 thirteen and 00/100 ($113.00)------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. 8, Block E, Plat of Pine Haven, on Stoney Creek dated February 2, 1950 and recorded among the Plat Records of Anne Arundel County on February 10, 1950.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by John Brogan and Ivan Duvall co-partners t/a Brogan and Duvall unto the mortgagors herein.

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2

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, [redacted] 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 hand s and seals of the said Mortgagors.

WITNESS:

Sarah C. Kirby

Sarah C. Kirby

Charles White (SEAL)
Charles White

Doris A. White (SEAL)
Doris A. White

(SEAL)

(SEAL)

4

LIBER 134 PAGE 26
BOOK 1370 PAGE 243

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of February, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County of Baltimore personally appeared Charles White and Doris A. White, his wife the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared 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.

AS WITNESS my hand and Notarial Seal.

Sarah C. Kirby
Sarah C. Kirby Notary Public.

My commission expires May 1, 1961.

Rec'd for record Feb. 15, 1960 at 11:16 A.M.
Mailed to Due, Nickerson, Whiteford & Taylor

3 F

MORTGAGE

FROM

CHARLES WHITE AND DORIS A. WHITE, 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 ..... &c., one of the Land Records of Baltimore City, and examined per ..... Clerk.

Cost of Record, $.....

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1960 FEB 15 AM 11:16
& RECORDED IN LIBER GTC NO. 1370 FOLIO 230
GEO. T. CROMWELL, CLERK

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 134 PAGE 27

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

vs.

Charles White and Doris A. White, his wife
Lot No. 8, Block E. Plat of Pine Haven, on Stoney Creek
Pasadena, Maryland

DOCKET ..... FOLIO .....
CASE NO. 14,376 Equity
FILED .....

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	$13,470.00
Add: Interest	986.39
Taxes, Late Payment Charges, Ground Rent and Insurance	390.45
	$14,846.84
Less: Payments to date	931.41
AMOUNT DUE	$13,915.43

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.

FILED
1961 MAY 9 AM 10 24

As witness my hand and Notarial Seal,

Joyce D. Bruce
Notary Public.

6

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

LIBER 134 PAGE 28

Progress Federal S. & L. Ass'n Baltimore 1, Maryland *vs.* Charles White and Doris A. White Lot 8 -- Pine Haven, Pasadena Maryland	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ Anne Arundel County, Md. Docket ..... Folio ..... No. 14376 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, R. 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 2nd day of May 1961

Frank C. Vesely
Frank C. Vesely
Notary Public

My Commission Expires on May 6, 1963

FILED
1961 MAY -9 AM 10:24

LIBER 134 PAGE 29

DECREE FOR SALE OF MORTGAGE PREMISES

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

vs.

Charles White and Doris A. White, his wife
Lot No. 8, Block E. Plat of Pine Haven, on Stoney Creek
Pasadena, Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL

COUNTY

TERM, 19

No. 14,576 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 himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fourteen 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 ~~one-third~~ cash, ~~the balance in equal installments for the same period of time and with the same payment to bear interest from the day of sale, and to be secured by the notes of the purchaser or purchasers, payable at the place of the sale, or at such other place as the Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Bonie Duckett

Judge

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1961 MAY -9 PM 3:37

Trustee's Bond

No. 14,376 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 589

LIBER 134 PAGE 30

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 Fourteen Thousand and No/100 - - - - - - - - - - - ($14,000.00) 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.

Charles White and Doris A. White, his wife

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

Joan de Costa

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 Calhoart
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 3:47

Bond approved this 9 day of May 1961

George T. Cromwell, Clerk

4

DUE, NICKERSON,
WHITEFORD & TAYI
Solicitors
200 Aurora Federal Bldg.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE DWELLING PROPERTY

LOT NO. 8
Pine Haven, On Stoney Creek,
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 3:45 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. 8, Block E, Plat of Pine Haven, on Stoney Creek dated February 2, 1950 and recorded among the Plat Records of Anne Arundel County on February 10, 1950. 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

FILED
1961 JUN 12 PM 2:23

No. M. G. 14377

10

14376

OFFICE OF

Maryland Gazette

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

LIBER 134 PAGE 31

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1961

We hereby certify, that the annexed Trustee's Sale Lot No. 8 on Stoney Creek

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 H Tilghman

REPORT OF SALE

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

vs.

Charles White and Doris A. White, his wife Lot No. 8, Block E., Plat of Pine Haven, on Stoney Creek

IN THE LIBER 134 PAGE 32

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY

Equity No. 14,376

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 No. 8, Block E., Plat of Pine Haven, on Stoney Creek

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Maryland Gazette

a ~~daily~~ weekly newspaper published in ~~Baltimore City~~ Anne Arundel County 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 3:45 o'clock P. M. attend on the premises and then and there sold said Lot and improvements thereon to Progress Federal Savings and Loan Association for the price of Nine Thousand Dollars and 00/100 ($9,000.00) 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.*

Progress Federal Savings and Loan Association of Baltimore City

Vs.

Charles White and Doris A. White, his wife

DUE, NICKERSON, WHITEFORD & TAYLOR, Solicitors
200 Aurora Federal Bldg.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE DWELLING PROPERTY

LOT NO. 8
Pine Haven, On Stoney Creek, 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 3:45 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. 8, Block E, Plat of Pine Haven, on Stoney Creek dated February 2, 1950 and recorded among the Plat Records of Anne Arundel County on February 10, 1950. 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

In The Circuit Court

For

Anne Arundel County
(In Equity)

LIBER 134 PAGE 33

Auctioneer's Certificate

I hereby certify that I have this 14th day of June, 1961, sold the property described in the attached advertisement of sale at and for the sum of $ 9,000 to PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By: [signature]
Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 14th day of June, 1961, purchased the property described in the attached advertisement of sale from John J. Phillips, Trustee, at and for the sum of $ 9,000 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Progress Federal Savings and Loan Association
200 W. Saratoga Street
Balto. 1, Md.
Purchaser

Louis A. Reinhardt
Purchaser Pres.

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1961 JUN 16 AM 9:23

George G. Green

ORDER NISI

LIBER 134 PAGE 34

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

versus

Charles White and Doris A. White, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,376 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 $ 9,000.00

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

Charles White and Doris A. White, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 25th 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 25 PM 2:38

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 35

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,376 Equity
Progress Federal Savings & Loan Association, a body corporate of the State of Maryland
versus
CHARLES WHITE and DORIS A. WHITE, 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 $9,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,376 Charles White 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.

FILED

No. M. G. 219 1961 JUL 18 PM 12:44

By H. Tolghman

14

In the Case of

Progress Federal Savings and Loan Association, a body corporate of the State of Maryland

vs.

Charles White

and

Doris A. White, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,376 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. Pickling
Auditor.

September 22, 1961

FILED

1961 SEP 29 PM 3:56

15

Dr.

Progress Federal Savings & Loan Association, a body corporate, etc in ac.
vs. Charles White and Doris A. White, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	301	84	351	84
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	43	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	35	80		
Maryland Casualty Co. - bond premium	56	00		
Alex Cooper - auctioneer's fee	15	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	9	90		
Joyce D. Bruce - notary fees	1	00		
Frank C. Vesely - notary fee		50	193	91
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,532	98	8,532	98
			9,130	23
Amount of mortgage claim filed	13,915	43		
Interest @ 6% on principal balance of $13,470.00 from 5/1/61 to 11/1/61 - 6 months	404	10		
	14,319	53		
Cr. Amount allowed above	8,532	98		
Balance subject to decree in personam	5,786	55		

with

John J. Phillips, Trustee

Cr.

1961						
June	14	Proceeds of Sale	9,000	00		
		Interest on deferred payment of $8,000.00 - 46 days	61	18	9,061	18
		Refund 1960 State and County taxes-adjusted to 6/14/61	69	05	69	05
					9,130	23

17

ORDER NISI LIBER 134 PAGE 39

Progress Federal Savings & Loan Association, a body corporate, of the State of Maryland

VERSUS

Charles White

and

Doris A. White, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,376 Equity.

ORDERED, This 29th 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 6th day of ~~XXXXXX~~ 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 6th day of ~~XXXXXX~~ November next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of November, 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 29 PM 3:55

FILED

1961 NOV -7 PM 3:25

O Bruce Duckett

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 40

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Chas. White - Eq. 14,376

Charles White

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 6th day of November, 1961. The first insertion being made the 5th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By Marie Tate

1961 OCT 24 PM 2:45

No. M. G. 23477

19

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,376 Equity

PROGRESS FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate of the State of Maryland

VERSUS

CHARLES WHITE and DORIS A. WHITE, his wife

Ordered, this 29th 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 6th 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 6th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

O-19

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Ex Parte in the matter of the Petition of ELIZABETH VIRGINIA HUTCHESON :

No. 14,647 Equity

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, ELIZABETH VIRGINIA HUTCHESON, respectfully represents unto this Honorable Court:

That she is the surviving widow of JOHN SAMUEL HUTCHESON, deceased, late of Prince Georges County, Maryland, who departed this life on the 16th day of August, 1960, and that letters of administration were granted unto your Petitioner by the Orphan's Court of Prince Georges County, State of Maryland, on the 14th day of October, 1960.

That among the assets of the said JOHN SAMUEL HUTCHESON, was a beach cottage located at Woodland Beach, Edgewater, Anne Arundel County, Maryland, described as "Lots 2621 and 2622 Westminister Road, District #1, Edgewater, Maryland" and the aforesaid real property with improvements was appraised by the said Orphan's Court for Prince George's County, and filed among the records of the said estate, a copy of the said appraisal is attached to this Petition, marked as Attachment #1, and further that all inheritance tax due to the State of Maryland has been paid as is shown by the Affidavit of WALTER D. ADDISON, Register of Wills for Prince George's County, Maryland, also shown in Attachment #1.

That the final account in the said estate was filed and approved by the said Orphan's Court for Prince George's County, Maryland, a true test copy of which is hereto annexed marked Attachment #2, which shows an over payment of the personal estate of the said JOHN SAMUEL HUTCHESON by your Petitioner in the amount of two thousand two hundred and sixty-eight dollars and fifty-three cents ($2,268.53) leaving a net value of the aforesaid real property to be one thousand two hundred and thirty-one dollars and forty-seven cents ($1,231.47) less one per centum (1%) inheritance tax paid by your Petitioner in the amount of twelve dollars and thirty-one cents ($12.31) for a total net value of the said real estate in the amount of one thousand two hundred and

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1961 OCT 17 AM 11:23

LIBER 134 PAGE 41

nineteen dollars and sixty-one cents ($1,219.61).

That your Petitioner is desirous of conveying the property aforesaid and has, along with all of the adult heirs of the said JOHN SAMUEL HUTCHESON, executed the acceptance to the offer of RAYMOND W. BARHAM and EDITH M. BARHAM, his wife, to purchase the property for the full sum of three thousand five hundred dollars ($3,500.00) as is shown by the agreement attached hereto, marked Attachment #3, and that among the heirs at law of the said JOHN SAMUEL HUTCHESON, are three minor grandchildren, namely, MARIE CURTIN PUGH, a married minor, born February 12, 1943, who resides at Box 193A Brians Road, Marshall Hall, Maryland, VIRGINIA CURTIN, an unmarried minor, born August 30, 1944, of the above address and KATHY CURTIN, an unmarried minor, born June 25, 1949, who also resides at the same address as aforesaid, all three of whom are the children of a deceased child of the said JOHN SAMUEL HUTCHESON, VIRGINIA LEE HUTCHESON CURTIN.

That your Petitioner, along with all the adult heirs have executed a Deed conveying their interest in the said property unto the aforesaid RAYMOND W. BARHAM, and EDITH M. BARHAM, his wife, attached herewith and marked as Attachment #4, and that your Petitioner believes that the said sale would be in the best interest of the aforesaid minors to so convey their individual interests in the aforesaid property unto the perspective purchasers as aforesaid and that the distribution of the proceeds from such sale, after the payments as are indicated as reimbursements to your Petitioner for payments in the aforesaid estate as is set forth hereinabove and shown on the true test copy of the final account hereto annexed marked Attachment #2, and after the payments of the taxes to the date of the sale, as follows:

TOTAL NET PROCEEDS FOR DISTRIBUTION	$ 1219.16
Payment of taxes on the said property to the date of the conveyance	$ 83 76
Elizabeth Virginia Hutcheson, surviving widow, 6904 21st Avenue, Hyattsville, Maryland	$ 378 46
Joseph S. Hutcheson, son, 4208 Russell Avenue, Mt. Rainier, Maryland	$ 151.38
Frances Hutcheson Walker, daughter 5404 Cromwell Drive, Bethesda, Md.	$ 151.38

2

Grace Hutcheson Hyland, daughter,
1304 Washington Street
Holboken, New Jersey . . . . . $ 151.38

Gwendolyn Hutcheson Murdock, daughter,
1624 Galin Street, S. E.
Washington, D. C. . . . . $ 151.38

Children of a deceased daughter, VIRGINIA LEE HUTCHESON CURTIN as follows:

James Curtin, grandson . . . . . $ 30.27

Robert Curtin, grandson . . . . . $ 30.27

Marie Curtin Pugh, granddaughter . . . . . $ 30.27

Virginia Curtin, granddaughter . . . . . $ 30.27

Kathy Curtin, granddaughter. . . . . $ 30.27

Wherefore, your Petitioner, ELIZABETH VIRGINIA HUTCHESON, respectfully prays that this Honorable Court grant unto her an Order ratifying the acceptance of sale of the aforesaid property on behalf of the minor children set forth in this Petition, and further that the Deed to the said property filed with the Petition, be ratified by this Honorable Court as to the conveyance of the interest of the said minors in the property to be conveyed.

And for such other and further relief as to this Honorable Court seems just and proper.

And as in duty bound, etc.

Elizabeth Virginia Hutcheson
ELIZABETH VIRGINIA HUTCHESON

John C. Tracey
JOHN C. TRACEY
5422 GEORGIA AVENUE
SILVER SPRING, MARYLAND
JUniper 4-3130
ATTORNEY FOR THE PETITIONER

AFFIDAVIT

STATE OF MARYLAND)
COUNTY OF Montgomery) SS.

I HEREBY CERTIFY that on this 25 day of Sept., before me, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH VIRGINIA HUTCHESON, the above named Petitioner, and made oath in due form of law that the matters and things set forth in the said Petition are true to

the best of her information, knowledge and belief.

As witness my hand and Notarial Seal.

Eleanor [illegible]
NOTARY PUBLIC

My Commission Expires:

5/6/63

ORDER

Upon the consideration of the aforegoing Petition with all Attachments thereto, and the Affidavit of ELIZABETH VIRGINIA HUTCHESON, it is this 16th day of October, 1961, by the Circuit Court for Anne Arundel County, Maryland, sitting as a Court of Equity,

ORDERED, that the said ELIZABETH VIRGINIA HUTCHESON be and she is hereby empowered to execute a contract of sale for the benefit of MARIE CURTIN PUGH, a minor, VIRGINIA CURTIN, a minor, and KATHY CURTIN, a minor, so as to convey all of their right, title and interest to certain property located in Anne Arundel County, State of Maryland, to wit:

"Lots 2621 and 2622, Westminister Road, District #1, Edgewater, Anne Arundel County, Maryland."

AND IT IS FURTHER ORDERED that the said ELIZABETH VIRGINIA HUTCHESON be and she is hereby empowered to execute on behalf of the aforesaid minors a Deed to the above described property pursuant to the said contract of sale.

AND IT IS FURTHER ORDERED that the said ELIZABETH VIRGINIA HUTCHESON pay unto the said minors their respective shares from the proceeds of said sale and return unto this Court an Affidavit showing compliance to this order.

D. Boris Duckett
JUDGE, CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, MARYLAND

FILED
1961 OCT 17 PM 1:31

4

ATTACHMENT #1

LIBER 134 PAGE 45

BOOK 1516 PAGE 216

STATE OF MARYLAND, Prince George's County, to-wit: No. 13,531

STATE OF MARYLAND—To

Dwight K. Denison

(SEAL) and Maybelle D. Willett

of Prince George's County. This is to authorize you jointly to appraise the Real Estate of

John Samuel Hutcheson

late of said County, deceased, so far as the same shall come to your sight and knowledge; each of you having first taken the oath or affirmation hereto annexed a certificate whereof you are to return annexed to an inventory of said real estate by you appraised in dollars and cents, and in the said inventory you are to set down in a column or columns, opposite to each piece or parcel, the value thereof.

45451

WITNESS, Bess B. Lavine, Chief Justice of the Orphans' Court of Prince George's County, this 14th day of October, in the year of our Lord, one thousand nine hundred and sixty.

Test: Walter K. Addison
Register of Wills.

STATE OF MARYLAND—Prince George's County, Sct:

On the 14th day of October in the year of our Lord, one thousand nine hundred and sixty, came before the undersigned, Register of Wills for said County, the above named Dwight K. Denison and

and made oath on the Holy Evangely of Almighty God, that they would well and truly, without partiality or prejudice, value and appraise the real estate of John Samuel Hutcheson deceased, so far as the same should come to their sight and knowledge, and would in all respects perform their duty as appraisers, to the best of their skill and judgment.

Sworn before Walter K. Addison
Register of Wills.

We, the undersigned, do hereby certify that the within, to which this is annexed is a true and just inventory and appraisement of all and singular the real estate of John Samuel Hutcheson, late of Prince George's County, deceased, which have come to our sight and knowledge, and that previous to making out the within inventory and appraisement, we severally took the oath prescribed by law, the certificate whereof will appear. As witness our hands and seals this 14th day of October, in the year of our Lord, one thousand nine hundred and sixty.

Dwight K. Denison [SEAL]
Maybelle D. Willett [SEAL]

Recorded in Liber W.L.U.4 folio 131

Filed: Nov. 24, 1960

5

1 beach cottage located at Edgewater, Maryland: Woodland Beach Dist #1
Known as - 2621-2622 Westminister Road -
TOTAL $3,500.00

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 Inventory of Real Estate filed in the Estate of John Samuel Hutcheson, late of Prince George's County, Maryland, deceased.

I further certify that Notice to Creditors was published in The Prince George's Post, a newspaper published in Prince George's County and Printer's Certificate of same filed on November 21, 1960 and that all inheritance tax due the State of Maryland in this estate has been paid.

In Testimony Whereof, I hereunto subscribe my hand and affix the seal of the Orphans' Court of said County this 12th day of May in the year of our Lord nineteen hundred and sixty-one.

Attest:

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

Rec'd for record Oct. 17, 1961 at 2:00 P.M.
Filed in Equity

7.00

7

ATTACHMENT #2

IN THE ORPHANS COURT FOR PRINCE GEORGES COUNTY, MARYLAND

IN RE: ESTATE OF:	:	
JOHN SAMUEL HUTCHESON, LATE	:	Administration No. 13531
OF PRINCE GEORGES COUNTY, MARYLAND	:	

FIRST AND FINAL ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE FIRST AND FINAL ADMINISTRATION ACCOUNT of Elizabeth Virginia Hutcheson, Administratrix of the Estate of John Samuel Hutcheson, late of Prince Georges County, Maryland, deceased, respectfully represents unto this Honorable Court:

Your accountant charges herself with the following assets as per the inventory return on November 26, 1960.

The personal property of the Estate:

(1) 1954 Pontiac Automobile Serial No. W82A1713 Title No. TG 394523	$ 250.00
Total personal Estate	$ 250.00

The real property of the Estate:

(1) Beach cottage located at Edgewater, Maryland, Woodland Beach, known as 2621-2622 Westminister Road, District #1	$3,500.00
Total real estate	$3,500.00
Total Estate Accounted for	$3,750.00

Your accountant craves allowance for the following payments and disbursements:

(1) Funeral expenses to J. William Lee's Sons Co.	$1,118.30
(2) Administration costs to Walter D. Addison, Jr., Register of Wills	47.00
(3) Register of Wills, 1% tax	2.50
(4) Administrator's Bond to Home Indemnity Co.	10.00
(5) Appraisal fee to Dwight K. Dennison	21.00
(6) Publication costs to The Prince Georges Post	17.50
(7) Attorney's fees in administration to John C. Tracey	200.00

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1961 OCT 17 AM 11:23

(8) Widow's allowance to Elizabeth V. Hutcheson		225.00
(9) Medical payments:		
a) Charges for medical treatment attending last illness to Sibly Memorial Hospital	$536.23	
b) Dr. G. Roland Gable	130.00	
c) Sibley Anesthesiology Associates	40.00	
d) Dr. Paul S. Putzki	150.00	
e) Dr. R. Lee Spire	21.00	
Total medical payments accounted for		877.23
Total payments and disbursements		$2,518.53
Less Personal Estate		250.00
Overpayment of Personal Estate		$2,268.53
Real Estate as per appraisal		$3,500.00
Less overpayment of personal estate		2,268.53
Total net value of real estate		$1,231.47
Less 1% inheritance tax due on net value of real estate		12.31
Total Balance of Real Estate		$1,219.16

Elizabeth V. Hutcheson
ELIZABETH V. HUTCHESON
Administratrix of the Estate of
John Samuel Hutcheson

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE) SS.

I hereby certify that on this 8 day of May, 1961, came Elizabeth V. Hutcheson, Administratrix of the Estate of John Samuel Hutcheson, deceased, and made oath in due form of law that the aforegoing account is just and true as stated and that she has paid or secured the payment of every sum or sums for which she craves an allowance.

Eleanor Smith.
NOTARY PUBLIC

My Commission Expires:
5/6/63

IN THE ORPHANS COURT FOR PRINCE GEORGES COUNTY, MARYLAND

IN RE: ESTATE OF:	:	Administration No. 13531
JOHN SAMUEL HUTCHESON, LATE	:	
OF PRINCE GEORGES COUNTY, MARYLAND	:	

ORDER

On this 12th day of May, 1961, the foregoing First and Final Account of Elizabeth Virginia Hutcheson, Administratrix of the Estate of John Samuel Hutcheson, late of Prince Georges County, Maryland, deceased, being now presented for approval, the same is, after examination by the Court, approved and passed.

Bess B. Lavine
JUDGE, ORPHANS COURT FOR PRINCE GEORGES COUNTY, MARYLAND

Samuel Z. Tayman
JUDGE, ORPHANS COURT FOR PRINCE GEORGES COUNTY, MARYLAND

Robert C. Meredith
JUDGE, ORPHANS COURT FOR PRINCE GEORGES COUNTY, MARYLAND

TRUE COPY TEST:

Dorothy J. Harman
Deputy Register of Wills

ATTACHMENT # 3

AGREEMENT OF SALE

Received of RAYMOND W. BARNAM and EDITH M. BARNAM, his wife, the sum of Three Thousand Five Hundred Dollars ($3,500.00), to be held in escrow as a full deposit for payment of the purchase of "Lots 2621 and 2622, Woodland Beach, District #1, Edgewater, Anne Arundel County, Maryland" with improvements thereon of which the undersigned are co-owners of undivided shares.

The property to be sold for a total purchase price of Three Thousand Five Hundred Dollars ($3,500.00), of which the above deposit to be held in escrow, is full payment thereof subject, however, to the ratification of this Agreement of Sale by the Circuit Court for Anne Arundel County, Maryland, upon such ratification as aforesaid, the property is to be sold free and clear of encumbrances, except as set forth in this contract, and the title is to be good and marketable, subject, however, to covenants and restrictions of record if any, or the entire amount of deposit hereunder will be returned to the said RAYMOND W. BARNAM and EDITH M. BARNAM, his wife, all taxes, water and sewer front foot benefit assessments to be adjusted to date of transfer and thereafter to be paid by the said RAYMOND W. BARNAM and EDITH M. BARNAM, his wife.

X Elizabeth V. Hutcheson
ELIZABETH V. HUTCHESON
UNMARRIED WIDOW

Joseph F. Hutcheson
JOSEPH F. HUTCHESON

Rose Hutcheson
ROSE HUTCHESON
WIFE OF JOSEPH F. HUTCHESON

Frances Hutcheson Walker
FRANCES HUTCHESON WALKER

Harry L. Walker
HARRY WALKER
HUSBAND OF FRANCES HUTCHESON WALKER

Grace Hutcheson Hyland
GRACE HUTCHESON HYLAND
UNMARRIED WIDOW

Gwendolyn Hutcheson Hurdock
GWENDOLYN HUTCHESON HURDOCK

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1961 OCT 17 AM 11:23

Allen Murdock
ALLEN MURDOCK
HUSBAND OF GWENDOLYN HUTCHESON
MURDOCK

James Curtin
JAMES CURTIN

Judith Curtin
JUDITH CURTIN
WIFE OF JAMES CURTIN

Robert Curtin
ROBERT CURTIN
UNMARRIED

Marie Curtin Pugh
MARIE CURTIN PUGH

Henry Donaldson Pugh
HUSBAND OF MARIE CURTIN PUGH

Virginia Curtin
VIRGINIA CURTIN
UNMARRIED MINOR
by Elizabeth H. Hutchison

Kathy Curtin
KATHY CURTIN
UNMARRIED MINOR
by Elizabeth H. Hutchison

THIS DEED

MADE THIS 11 day of October, in the year 1961 by and between ELIZABETH V. HUTCHESON, a widow, JOSEPH F. HUTCHESON, ROSE HUTCHESON, his wife, HENRY WALKER, FRANCIS HUTCHESON WALKER, his wife, GRACE HUTCHESON HYLAND, a widow, ALLEN MURDOCK, GWENDOLYN HUTCHESON MURDOCK, his wife, JAMES CURTIN, JUDITH CURTIN, his wife, ROBERT CURTIN, Henry Donaldson PUGH, MARIE CURTIN PUGH, his wife, VIRGINIA CURTIN, unmarried, KATHY CURTIN, unmarried, parties of the first part and RAYMOND W. BARHAM and EDITH M. BARHAM, his wife, parties of the second part.

WITNESSETH, that:

WHEREAS, all of the above named parties of the first part, and their respective spouses, as are indicated above are tenants in common in certain parcels of land hereinafter described, being property passing to them as heirs at law and next of kin of JOHN SAMUEL HUTCHESON, deceased, late of Prince George's County, Maryland, and

WHEREAS, the said parties of the first part desire to sell and convey all of their right, title, interest and estate unto the said parties of the second part,

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00) current money of the United States of America, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part as aforesaid, do grant and convey unto RAYMOND W. BARHAM and EDITH M. BARHAM, his wife, as tenants by the entireties, parties of the second part as aforesaid, their heirs and assigns in fee simple, all of that piece or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, being all of the same land which the said parties of the first part as aforesaid received as tenants in common of undivided interests as aforesaid, and being described as follows, to wit:

Lots 2621 and 2622 Westminister Road, District #1, Edgewater, Anne Arundel County, Maryland, with improvements thereon.

TOGETHER with the improvements, rights, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

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TO HAVE AND TO HOLD the said lots of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto, belonging or appertaining unto and to the only proper use, benefit and behoof forever in fee simple as tenants by the entireties of the said RAYMOND W. BARHAM and EDITH M. BARHAM, his wife.

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said party of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

WITNESS THEIR HANDS AND SEALS on the day and year first above written.

Test:

/s/ Wit.	/s/ Elizabeth V. Hutcheson (SEAL) ELIZABETH V. HUTCHESON
/s/ Wit.	/s/ Joseph S. Hutcheson (SEAL) JOSEPH S. HUTCHESON
/s/ Wit.	/s/ Rose Hutcheson (SEAL) ROSE HUTCHESON
/s/ Wit.	/s/ Frances Hutcheson Walker (SEAL) FRANCES HUTCHESON WALKER
/s/ Wit.	/s/ Harry L. Walker (SEAL) HARRY WALKER
/s/ Wit.	/s/ Grace Hutcheson Hyland (SEAL) GRACE HUTCHESON HYLAND
/s/ Wit.	/s/ Gwendolyn Hutcheson Murdock (SEAL) GWENDOLYN HUTCHESON MURDOCK
/s/ Wit.	/s/ Allen Murdock (SEAL) ALLEN MURDOCK
/s/ Wit.	/s/ James curtin (SEAL) JAMES CURTIN
/s/ Wit.	/s/ Judith Curtin (SEAL) JUDITH CURTIN
/s/ Wit.	/s/ Robert C. Curtin (SEAL) ROBERT CURTIN
/s/ Wit.	/s/ Marie Curtin Pugh (SEAL) MARIE CURTIN PUGH

14

/s/ Wit. _____ /s/ Henry Donaldson Pugh (SEAL)
Henry Donaldson PUGH

/s/ Wit. _____ /s/ Virginia Curtin (SEAL)
VIRGINIA CURTIN
by Elizabeth V. Hutcheson

/s/ Wit. _____ /s/ Kathy Curtin (SEAL)
KATHY CURTIN
by Elizabeth V. Hutcheson

STATE OF MARYLAND)
COUNTY OF) SS.

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires: /S/
NOTARY PUBLIC

_____

STATE OF MARYLAND)
COUNTY OF) SS.

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires: /S/
NOTARY PUBLIC

_____

15

STATE OF MARYLAND)
COUNTY OF) SS.

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires: _____ NOTARY PUBLIC

_____

STATE OF MARYLAND)
COUNTY OF) SS.

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires: _____ NOTARY PUBLIC

_____

STATE OF MARYLAND)
COUNTY OF) SS.

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the persons whose names are subscribedto the within instrument and acknowledged that they executed the same

16

for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

/S/

My Commission Expires: NOTARY PUBLIC

_____

STATE OF MARYLAND)
COUNTY OF) SS.

On this _____ day of _____, 1961, before me, _____, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

/S/

My Commission Expires: NOTARY PUBLIC

_____

17

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Ex parte in the matter of the Petition of ELIZABETH VIRGINIA HUTCHESON

AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) SS.

I HEREBY CERTIFY that on this 26th day of October, 1961, before me, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH VIRGINIA HUTCHESON, and after having been sworn according to law did make oath as follows:

That she has executed a contract for the sale of Lots 2621 and 2622, Westminister Road, District No. 1, Edgewater, Anne Arundel County, Maryland, for the benefit of MARIE CURTIN PUGH, a minor, VIRGINIA CURTIN, a minor, and KATHY CURTIN, a minor, so as to convey all of their right, title, and interest to certain property located in Anne Arundel County, State of Maryland as aforesaid; and that further she has executed on behalf of the aforesaid minors a Deed to the above described property pursuant to that contract of sale; and further that she has paid unto the said minors their respective shares from the proceeds of the said sale in the form of checks made to the order of the said minor children and their father, JAMES CURTIN.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Elizabeth Virginia Hutcheson (SEAL)
ELIZABETH VIRGINIA HUTCHESON

E. Leonard Smith
NOTARY PUBLIC

My Commission Expires:
5/6/63

FILED
1961 NOV -6 PM 3:42

18

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
vs.	*	Anne Arundel County
George H. Fifer and	*	(In Equity)
Marguerite C. Fifer, his wife	*	No. 14,467

* * * * * * * * * * * *

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 George H. Fifer and Marguerite C. Fifer, his wife to the Leeds Federal Savings and Loan Association, dated December 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1088, folio 264 etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage

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City-County Form.

LIBER 1088 PAGE 264

No. 14,467 Equity

LIBER 134 PAGE 59

This Mortgage, Made this 18th day of December in the year one thousand, nine hundred and fifty-six, between George H. Fifer and Marguerite C. Fifer, his wife

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - -SIXTY TWO HUNDRED ($6200.00) - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of - -FORTY-SEVEN DOLLARS AND ONE CENTS ($47.01) - - - - - - - XXXXX Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its sucessors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter ~~923~~ 178 of the Laws of Maryland passed at the January session in the year ~~1945~~ 1955 or any supplement thereto.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

Lots numbered one (1), two (2), three (3), and four (4) in Block C as shown on the Plat of Garland Park, formerly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 3, folio 30, and in Plat Cabinet 1, Rod K, folio 16 and now recorded in Plat Book No. 3, folio 47; excepting therefrom a strip of land five (5) feet wide along the rear of said lots; said lots lying at the southwest corner of Broadview Boulevard and Linden Avenue with a frontage of 85 feet on the south side of Broadview Boulevard and a depth on the West side of Linden Avenue of one hundred twenty (120) feet. The improvements thereon being known as 500 Broadview Boulevard.

BEING the same lots of ground and premises which, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Clayton W. Bordley, Inc., a body corporate of the State of Maryland unto George H. Fifer and Marguerite C. Fifer, his 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 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, ~~[illegible]~~ 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 annual rent of $ 90.00 ; payable in equal semi-annual installments on the 17th days of June and December in each and every year.

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 case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage 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 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 per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned the Mortgagee, its successors or assigns or wherein the Mortgagee, its suc-

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **Edward J. Brannan**, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of **One Hundred Fifty ($150.00)** Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Edward J. Brannan

George H. Fifer (SEAL)
George H. Fifer

Marguerite C. Fifer (SEAL)
Marguerite C. Fifer

(SEAL)

(SEAL)

LIBER 134 PAGE 62
LIBER 1088 PAGE 267

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of December, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared George H. Fifer and Marguerite C. Fifer, his wife the Mortgagor s, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared 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 Dec. 26 1956 at 4:17 P.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney Named in Mortgage

vs.

George H. Fifer and Marguerite C. Fifer, his wife

"PLAINTIFFS' EXHIBIT NO. 1".

LIBER 134 PAGE 63

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
vs.	*	Docket No. 19, Folio 405
George H. Fifer and	*	
Marguerite C. Fifer, his wife	*	Case No. 14,467

* * * * * * * * * * *

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward J. Brannan
Edward J. Brannan, Attorney Named In Mortgage

Subscribed and sworn to before me this 30th day of June, 1961.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED

1961 JUL -3 AM 10:09

6

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	(In Equity)
George H. Fifer and Marguerite C. Fifer, his wife	*	No 14,467

* * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from George H. Fifer and Marguerite C. Fifer, his wife, dated December 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1088, folio 264 etc..

Amount of Mortgage Loan	$ 6200.00
Less Amount Paid on Account	692.24
	$ 5507.76
Interest to August 1, 1961	28.46
	$ 5536.22
Less Expense Account	6.59
Total	$ 5529.63

5507.76

Edward J. Brannan
Edward J. Brannan, Attorney Named in Mtge.

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 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 JUL -3 AM 10:09

7

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 14,467 Equity

Edward J. Brannan, Attorney named in the Mortgage

vs

George H. Fifer and Marguerite C. Fifer, his wife

LIBER 134 PAGE 65

LIBER 11 PAGE 61

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of 541 Equitable Building, Baltimore, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of 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 George H. Fifer and Marguerite C. Fifer, his wife to Leeds Federal Savings and Loan Association bearing date the 18th day of December, 19 56 and recorded among the Land Records of Anne Arundel County in Liber GTC 1088 No. Folio 264 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.

Signed, sealed and delivered July 7, 1961

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, Witness to Surety

Bond approved this 19th day of July 1961

George T. Cromwell, Clerk

FILED JUL 19 PM 4:12 1961

8

Edward J. Brannan
Attorney Named in Mortgage

vs.

George H. Fifer and
Marguerite C. Fifer, his wife

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
In Equity 14,467

* * * * * * * * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 1st. day of August, 1961, he sold at public auction, for the highest price obtainable, to John Walters and Anna Walters, THE following described property:

Lots numbered one (1), two (2), three (3), and four (4) in Block C as shown on the Plat of Garland Park, recorded in Plat Book No. 3, folio 47; excepting therefrom a strip of land five (5) feet wide along the rear of said lots; said lots lying at the southwest corner of Broadview Boulevard and Linden Avenue with a frontage of 85 feet on the south side of Broadview Boulevard and a depth on the West side of Linden Avenue of one hundred twenty (120) feet. The improvements thereon being known as 500 Broadview Boulevard, at and for the price of Six Thousand twenty-five (6025.00) Dollars.

AS WITNESS the corporate seal of the said Auctioneer and the signature of its President.

WITNESS:

E. T. NEWELL & CO., INC.

Margaret L. Chaiffee

BY: John M. Chew, Jr.
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 Six Thousand twenty-five ($6025.00) Dollars.

WITNESS the hands and seals of the said Purchasers.

Witness:

John Walters (SEAL)

Edward J. Brannan

Anna Walters (SEAL)

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1961 AUG -3 AM 9:32

9

LIBER 134 PAGE 67

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
George H. Fifer and Marguerite C. Fifer, his wife	*	(In Equity) 14,467.

* * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated December 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1088, folio 264 etc., from George H. Fifer and Marguerite C. Fifer, 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 1st. day of August, 1961 at 1 O'Clock P.M., attend on the premises and then and there sold the Leasehold Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto John Walters and Anna Walters, his wife, at and for the sum of Six Thousand Twenty-Five Dollars ($6,025.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

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10

Mortgage Sale

OF DESIRABLE LEASEHOLD PROPERTY

known as
500 Broadview Boulevard,
Glen Burnie (Garland Park)
Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from George H. Fifer and Marguerite C. Fifer, his wife, to the Leeds Federal Savings and Loan Association, dated December 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1088, folio 264 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

TUESDAY, AUGUST 1, 1961 at 1 O'Clock P.M.

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

Lots numbered one (1), two (2), three (3) and four (4) in Block C as shown on the Plat of Garland Park, formerly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 3, folio 30, and in Plat Cabinet 1, Rod K, folio 16 and now recorded in Plat Book No. 3, folio 47; excepting therefrom a strip of land five (5) feet wide along the rear of said lots; said lots lying at the southwest corner of Broadview Boulevard and Linden Avenue with a frontage of 85 feet on the south side of Broadview Boulevard and a depth on the West side of Linden Avenue of one hundred twenty (120) feet. The improvements thereon being known as 500 Broadview Boulevard.

The aforesaid lot of ground is improved with a two story frame dwelling, containing nine (9) rooms, one (1) bath, steam heat, and is subject to the annual groundrent of Ninety Dollars ($90.00), payable on June and December 5th.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchasers.

Taxes, groundrent, and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers. Jy-27

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd. day of August, 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.

ORDER NISI

LIBER 134 PAGE 70

Edward J. Brannan, Attorney
Named in Mortgage

versus

George H. Fifer
and
Marguerite C. Fifer, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,467 Equity

Ordered, this 3rd day of August, 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 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.

The report states that the amount of sale was $ $6,025.00

George T. Cromwell Clerk.

True Copy,

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TEST: _____ Clerk.

(Final Order)

Edward J. Brannan, Attorney
Named in Mortgage

versus

George H. Fifer and
Marguerite C. Fifer, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of September, 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 SEP 13 PM 3:13

12

Mortgage Sale
OF DESIRABLE LEASEHOLD PROPERTY

known as
500 Broadview Boulevard,
Glen Burnie (Garland Park)
Anoe Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from George H. Fifer and Marguerite C. Fifer, his wife, to the Leeds Federal Savings and Loan Association, dated December 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1088, folio 264 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

TUESDAY, AUGUST 1, 1961 at 1 O'Clock P.M.

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

Lots numbered one (1), two (2), three (3) and four (4) in Block C as shown on the Plat of Garland Park, formerly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 3, folio 30, and in Plat Cabinet 1, Rod K, folio 16 and now recorded in Plat Book No. 3, folio 47; excepting therefrom a strip of land five (5) feet wide along the rear of said lots; said lots lying at the southwest corner of Broadview Boulevard and Linden Avenue with a frontage of 85 feet on the south side of Broadview Boulevard and a depth on the West side of Linden Avenue of one hundred twenty (120) feet. The improvements thereon being known as 500 Broadview Boulevard.

The aforesaid lot of ground is improved with a two story frame dwelling, containing nine (9) rooms, one (1) bath, steam heat, and is subject to the annual groundrent of Ninety Dollars ($90.00), payable oo June and December 5th.

No. 13

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchasers.

Taxes, groundrent, and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers. Jy-27

OFFICE OF 14,467

Maryland Gazette

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

LIBER 134 PAGE 71

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Mortgage Sale

George H. Fifer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of August, 1961. The first insertion being made the 6th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

FILED
1961
AUG -2 PM 12:16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 72

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,467

George H. Fifer

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 September, 1961. The first insertion being made the 10th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 22733 1961 SEP -8 PM 4:11 By W. Tilghman

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,467 Equity
Edward J. Brannan, Attorney Named in Mortgage
versus
GEORGE H. FIFER and MARGUERITE C. FIFER, his wife

Ordered, this 3rd day of August, 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 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.

The report states that the amount of sale was $6,025.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-31

In the Case of LIBER 134 PAGE 73

Edward J. Brannan,
Attorney named in Mortgage
vs.
George H. Fifer
and
Marguerite C. Fifer, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,467 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.

September 29, 1961

FILED
1961 OCT -9 AM 9:49

15

Dr. in ac.

Edward J. Brannan, Attorney named in Mortgage vs. George H. Fifer and Marguerite C. Fifer, his wife

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	312	08	462	08
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	71	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	25	00		
U.S. Fidelity & Guaranty Co.-bond premium	28	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	210	63		
Marguerite E. Wolf - notary fees	1	50	363	89
To Attorney for Benefit Charges, viz:				
Metered water to 8/1/61	9	45	9	45
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($45.00) due 12/17/61 - 1 month 13 days	10	75	10	75
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,235	59	5,235	59
			6,133	26
Amount of Mortgage Claim Filed	5,529	63		
Interest on principal balance of $5,500.17 @ 6% from 8/1/61 to 10/6/61 - 2 months 6 days	60	50		
	5,590	13		
Cr. Amount allowed above	5,235	59		
Balance subject to decree in personam	354	54		

16

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1961						
Aug.	1	Proceeds of Sale	6,025	00		
		Interest on deferred payment of $5,525.00 - 1 month 18 days	44	21	6,069	21
		Refund 1961 State and County taxes- 5 months	60	15		
		Refund 1961 water and sewer benefit charges - 5 months	3	90	64	05
					6,133	26

17

LIBER 134 PAGE 76

ORDER NISI

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

George H. Fifer
and
Marguerite C. Fifer, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,467 Equity.

ORDERED, This 9th day of October 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of November, 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 NOV 14 PM 1:52

FILED
1961 OCT -9 PM 3:49

18

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 77

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,467 Equity
Edward J. Brannan, Attorney Named in Mortgage
versus
GEORGE H. FIFER and MARGUERITE C. FIFER, his wife

Ordered, this 9th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of 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 13th day of November next.

GEORGE T. CROMWELL, Clerk

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

1961 OCT 31 PM 4:34

FILED

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,467
Auditor Account

George H. Fifer

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 13th day of November, 1961. The first insertion being made the 13th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

No. M. G. 23500

19

John I. Stinchcomb and	(	
Mary F. Stinchcomb his	(	
wife.	(	
vs.	(	No. 3952 Equity.
Eva S. Carroll and Frank	(	
Carroll, her husband, Susan	(	In the Circuit Court
C. Bossert and John Bossert,	(	
her husband Rosa I Anterton	(	for
and John Anterton, her husband	(	
and Horace N. Stinchcomb and	(	Anne Arundel County.
Margaret J. Stinchcomb, infants,	(	
under the age of twenty-one years	(	

To the Honorable:

The Judges of the Circuit Court for Anne Arundel County In Equity:- Your orators complaining say:-

FIRST, That your orator John I. Stinchcomb and his brother Richard A. Stinchcomb were seized in fee simple, in equal shares, as tenants in common, of a lot of ground on Back Creek in the village of Eastport, Anne Arundel County, Maryland, which was conveyed to them by Henry Atwell and others, by deed bearing date, the 29th day of July, in the year 1908, which deed is duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 61 folio 161 the original of which deed is herewith filed as part of this bill of complaint marked plaintiff Exhibit No. 1.

SECOND, That the said Richard A. Stinchcomb departed this life in the month of March 1914, intestate leaving surviving him his

wife Annie Stinchcomb, who departed this life, in the month of June, 1914 and the following children his only heirs at law.

Eva Carroll, who has intermarried with Frank Carroll. Susan O. Bossert, who has intermarried with John Bossert. Rosa I. Anterton, who has intermarried with John Anterton and Horace N. Stinchcomb and Margaret J. Stinchcomb ummarried and infants under the age of twenty-one years.

3 THAT the said real estate is not susceptible of partition with out material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests it will be necessary that said real estate be sold, and the proceeds thereof devided amongst the parties according to their several interests.

TO THE END THEREFORE,

FIRST, That a decree may be passed for the sale of the said real estate.

SECOND, That the proceeds of sale may be distributed between the parties in interest according to their respcetive rights and interests.

THIRD, That your orators may have such other and further relief as their case may require. May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Eva S. Carroll, Frank Carroll, Susan O. Bossert, John Bossert, Rosa I. Anterton, John Anterton and Horace N. Stinchcomb and Margaret J. Stinchcomb both infants, and all of the said defendants residing on Eolland Street in the City of Annapolis, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty &c.

Robert Moss Solicitor for Plaintiffs

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LIBER 134 PAGE 80

No. 3952 Equity.

John I. Stinchcomb and Mary F. Stinchcomb his wife.

vs.

Eva S. Carroll and Frank Carroll, her husband Susan O. Bossert and John Bossert, her husband Rosa I. Anterton and John Anterton, her husband and Horace N. Stinchcomb and Margaret J. Stinchcomb, infants under the age of twenty-one years.

BILL OF COMPLAINT.

Mr. Clerk:—
Please file this bill and exhibit enter my appearance as Solicitor for Pefs and docket this suit and issue
Robert Moss
Solicitor Pefs

Filed 10 March 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LUCAS BROTHERS 221 E. BALTIMORE ST., BALTIMORE, MD.

John I. Stinchcomb and Mary	(	
F. Stinchcomb, his wife.	(	
vs.	(	
Eva S. Carroll and Frank	(	No. Equity.
Carroll, her husband Susan	(	
O. Bossert and John Bossert,	(	In the Circuit Court
her husband, Rosa I Anterton	(	
and John Anterton, her husband	(	for
and Horace N. Stinchcomb and	(	
Margaret J. Stinchcomb, infants	(	Anne Arundel County.
under the age of twenty-one years.	(	

THE joint and separate answer of Eva S. Carroll, Frank Carroll, her husband, Susan O. Bossert, John Bossert, her husband, Rosa I. Anterton, her husband to the bill of complaint of John I. Stinchcomb and Mary F. Stinchcomb against them and others in this Court exhibited.

THESE defendants admit all the matters and things, alleged in the aforegoing bill of complaint and consent to a passage of a decree for the sale of the real estate in these proceedings mentioned without further delay.

And as in duty &c.

Witness,
P. C. Winchester — Eva S. Carroll
P. C. Winchester — Frank Carroll
P. C. Winchester — Susan O. Bossert
P. C. Winchester — John I. Bossert
P. C. Winchester — Rosa I. Anderton
P. C. Winchester — J. A. J. Anderton

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LIBER 134 PAGE 82

No. 3757 Equity.

John I. Stinchcomb et al.

vs.

Eva S. Carroll et al.

ANSWER OF

Eva S. Carroll and Frank Carroll, her husband Susan O. Bossert and John Bossert, her husband Rosa I. Anterton and John Anterton, her husband.

Filed 10th March 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LUCAS BROTHERS 221 E. BALTIMORE ST., BALTIMORE, MD.

John I. Stinchcomb et al.	(	No Equity.
vs.	(	In the Circuit Court for
Horace N. Stinchcomb and	(	Anne Arundel County
Margaret J. Stinchcomb	(	
Infants et al.	(	In Equity.

TO the Honorable the Judges of said Court:-

THE petition of the plaintiff s in this case respectfully states unto your Honors:-

THAT the infant defendants in this case Horace N. Stinchcomb and Margaret J. Stinchcomb have been duly summoned in this case but being infants and having no legally appointed guardian they can not answer and defend this suit for themselves.

YOUR petitioners, therefore, pray your Honors to appoint a guardian ad litem to appear and answer for said infants.

And as in duty &c.

Robert Moss

SOLICITOR FOR PLAINTIFF'S

ORDERED this...20th...day of March A. D. 1915, by the Circuit Court for Anne Arundel County, In Equity upon the aforegoing petition and affidavit that...Chas. A. Bradley...be and he is hereby appointed guardian, ad litem, to appear and answer for the infant defendants Horace N. Stinchcomb and Margaret J. Stinchcomb, in this cause.

Jas A Brashears

1

4.

LIBER 134 PAGE 84

No. 3952 Equity.

John I. Stinchcomb et al.

vs.

Horace N. Stinchcomb and Margaret J. Stinchcomb Infants et al.

Petition to appoint guardian ad litem.

Mr Clerk Please file
Robert Moss Solicitor Pet
Filed 20 March 1918
Order 20th March, 1918

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LUCAS BROTHERS LAP OVER MARGIN 221 E. BALTIMORE ST., BALTIMORE, MD.

John I. Stinchcomb et al.	(	No Equity.
vs	(	In the Circuit Court
Horace N. Stinchcomb and	(	for
Margaret J. Stinchcomb	(	Anne Arundel County
Infants et al.	(	In Equity.

THE joint and several answerof Horace N. Stinchcomb and Margaret J. Stinchcomb, infants by Chas. A. Brady guardian ad litem duly appointed by order of this Court, to the Bill of Complaint of John I Stinchcomb and wife against them in this Court exhibited.

THESE defendants, being infants cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the partition of this Court.

And as in duty &c.

Chas. A. Brady
GUARDIAN AD LITEM.

LIBER 134 PAGE 86

No. 3952 Equity.

John I. Stinchcomb et al.

vs.

Horace E. Stinchcomb and Margaret J. Stinchcomb Infants et al.

Answer of the Guardian ad litem.

by Chas A Brady
Guardian at Litem

Filed 20 March 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LUCAS BROTHERS 331 E. BALTIMORE ST., BALTIMORE, MD.

John I. Stinchcomb et al.	(	No. Equity.
vs.	(	In the Circuit Court for
Eva S. Carroll et al.	(	Anne Arundel County.

THE plaintiffs join issue on the matters alleged in the answer of the defendants in this case, as far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

Robert Moss
SLOICITOR FOR PLAINTIFFS.

LIBER 134 PAGE 88

No. 3452 Equity.

John I. Stinchcomb et al.

vs.

Eva S. Carroll et al.

General Replication.

Mr Clerk
Please file
Robert Moss
Sol for Plf.

Filed 25 March 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

John I. Stinchcomb and	In the Circuit Court
Mary F. Stinchcomb, his wife	for Anne Arundel Co.
vs.	No. 3952 Equity
Eva S. Carroll et al	

Pursuant to an order passed in the above entitled cause on March 20, 1915, the following testimony was taken before me, at the office of Robert Moss Esq., in the City of Annapolis, on March 26, 1915.

Hugh R. Riley (Seal)

Examiner

Present:-

Robert Moss Esq., solicitor for plaintiffs;

Hugh R. Riley Esq., examiner.

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John I. Stinchcomb, a competent witness of lawful age, was duly sworn, and testified as follows:

1st Q. State your name, residence and occupation? A.. John W. Stinchcomb, 233 S. Castle St., Baltimore, Md., assistant harbor master.

2 Q. Do you know the parties to this suit? A. Yes. My wife and myself are the plaintiffs, and the children of my deceased brother are the defendants.

3 Q. When did Richard A. Stinchcomb die? A. In March, 1914.

4 Q. Did he leave a last will and testament? A. Not that I know of.

5 Q. What real estate did he own? A. He owned one-half interest in an oyster house at Eastport Md., on Back creek.

6 Q. Who owned the other half-interest? A. I own the other half.

7 Q. What was the size of this lot? A. The deed does not give any size to it. I think it contains about an acre and a half.

8 Q. What improvements are on the lot? A. A one-story frame oyster house.

9 Q. What, in your judgment, is a fair value for this lot and the improvements on it? A. $550.

10 Q. In your judgment, is this real estate susceptible of partition among the heirs at law of Richard A. Stinchcomb and yourself without material loss or injury? A. No sir, It could not be done.

Answer to the general question under thr rule of court: "Nothing that I can say"/

John I Stinchcomb

13

James M. Evans, a competent witness of lawful age, was duly sworn, and testified as follows:

1st Q. State your name, residence and occuaption? A. James M. Evans, Compromise ~~St~~ St., Annapolis. I am a waterman.

2 Q. Do you know the oysterhouse property which belonged to John I. Stinchcomb and Richard A. Stinchcomb, on Back Creek, Eastpoit? A. Yes sir.

3 Q. How long have you known it? A I knew the place before they went there, and after they built and went there. I have known it for forty years.

4 Q. How much land is in this lot? A. I would think about an acre and a quarter or an acre or a half. It is a sand point, and varies greatly with the tide. When the tide is up, it hardly looks like anything.

5 Q. What are the improvements on this lot? A. A small shed building, one story, about 30 feet in length, maybe a little more, and 20 feet broad.

6 Q. What in your judgment, is the value of this property? A. To the best of my knowledge, between $500 and $600.

7 Q. From your knowledge of the property, do you or not think it is susceptible of partition among the heirs at law of the late Richard A. Stinchcomb, who was a half owner, and John I. Stinchcomb, who was the owner of the other half? A. No sir, I do not.

Answer to the general question under the rule of court? "No"

James M Evans

Mrs. Eva S. Carroll, a competent witness of lawful age, was duly sworn, and testified as follows:

State your name and residence? A. Mrs. Eva Carroll, 19 Holland St.? Annapolis.

2 Q. Did you know Richard A. Stinchcomb and his wife, Annie Stinchcomb, and are they living or dead? A. I knew them, they were my father and mother. Both are dead. My father died March 24, 1914, amd my mother died June 21, 1914.

3 Q. Give the names of the children of Richard A. Stinchcomb, and their ages? A. Eva S. Carroll, who is intermarried with Frank Carroll; Susan O., who is intermarried with John Bossert; Rosie I., who is intermarried with John Antertony... All of these are adults. There are also: Horace Norman Stinchcomb, unmarried, aged 18 years; Margeret J. Stinchcomb, unmarried, aged 14 years. These are all the children of Richard A. Stinchcomb.

4 Q. What property did Richard A. Stinchcomb leave at the time of his death? A. One lot at Eastport, on Back creek, with a frame oyster house on it.

5 Q. How long have you known this property? A. Since 1912.

6 Q. Have you and your adult sisters ever fixed in your minds or learned the value of this property? A. No sir.

7 Q. State, of you have in your mind, what you consider its value? A. Six hundred dollars.

8 Q. Did your father leave a last will ans testament? A. No sir.

9 Q. Have your brother, Horace N., and your sister, Margeret J., any legally appointed guardian? A. No sir.

Answer to the general question under the rule of court: "No".

Mrs E Carroll

15

No. 3952 Equity

John L. Stinchcomb et al
vs.

Eva A. Cassell et al

Testimony

Costs $4.00

Thomas L. Riley
Examiner

Filed 26 March 1915

LIBER 134 PAGE 93

THIS CAUSE STANDING READY for hearing and being submitted by agreement of all the parties in interest were read and considered.

It is thereupon this..30.....day of March in the year nineteen hundred and fifteen, by the Circuit Court for Anne Arundel County, In Equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold that. John S. Strachemb be and he is hereby appointed Trustee to make said sale and that the cause 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 the Clerk thereof, in the penalty of twelve hundred dollars conditionel 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 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 one half cash, balance in six months, or all cash, at the option of the purchasers, the credit portion to bear interest and to be secured to the satisfaction of the trustee, 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

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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 claim of the parties hereto, plaintiff and defendant and those claiming by, from or under them, or either of them; and the 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.

Jas R Brashears

We consent to the immediate passage of this decree

Robert Moss
Atty for Plaintiffs
C Ashby Brady
Guardian at Litem
Infant Defendants
Horace N Strickland
Ed Margaret J Strickland

March 30th 1915

LIBER 134 PAGE 96

No. 3752 Equity.

John I Stinchcomb,

vs.

Eva S. Carroll et al.

DECREE FOR SALE.
30th March, 1915

Filed 31 March 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LUCAS BROTHERS LAP OVER MARGIN 221 E. BALTIMORE ST., BALTIMORE, MD.

LIBER 134 PAGE 97

KNOW ALL MEN BY THESE PRESENTS, that we, John I. Stinchcomb and Henry A. Tydings both of Anne Arundel County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Hundred Dollars current money, to be paid to the State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 30th day of March, in the year of our Lord one thousand nine hundred and fifteen.

Whereas, the above bounden John I. Stinchcomb by virtue of a decree of the Circuit Court of Anne Arundel County, has been a pointed trustee to sell the property mentioned in the proceedings in the case of John I. Stinchcomb et al. vs Eva S. Carroll et al. now pending in said Court.

NOW, the condition of the above obligation is such, that if the above bounden John I. Stinchcomb 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 shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Ernest Clayton

John I. Stinchcomb (SEAL)
Henry A. Tydings (SEAL)
(SEAL)

20

No 3952 Equity

John T. Steinbrook
et al.
vs
Eva A. Carroll,
et al.

Trustee's Bond

Filed and approved 30th
March 1915
Geo. Wells, Clk.

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LIBER 134 PAGE 98

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LUCAS BROTHERS 221 E. BALTIMORE ST., BALTIMORE, MD.

John I. Stinchcomb and wife,	(	No. 3152 Equity.
vs.	(	In the Circuit Court
Eva S. Carroll et al.	(	for Anne Arundel County.
	(	In Equity.

To the Honorable,
The Judges of the Circuit Court for Anne Arundel County, In Equity.

The petition of John I. Stinchcomb, Trustee in this cause respectfully states.

That by decree of this Honorable Court, he was on the 20th day of March of the present year, appointed Trustee to make sale of the Real Estate in these proceedings mentioned and bonded and qualified as such, but under advice of his Solicitor Robert Moss, he did not advertise said property for sale because, said property consisting of a lot of land and an oyster packing house upon the same, there was very little demand for such property at that time of the year. He now informs the Court that he has secured a cash offer of Five Hundred and fifty Dollars for said property from Joseph W. Trautwein, a responsible person, which offer is as much if not more than he could hope to get for the property at public auction, besides he can thus save Auctioneers fee and cost of Advertisement.

The Courts decree of March the 30th last only authorized a sale of said property at public auction and your Trustee now prays this Court to so far modify its decree as to authorize and empower your Trustee to sell said property at private sale for cash.

And as in duty &c.

John I. Stinchcomb

Trustee.

22

STATE OF MARYLAND ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this.....6th.....day of August 1915, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared John I. Stinchcomb, Trustee in this case and made oath in due form of law that the matters and facts alleged in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

William H. Moss

Notary Public.

WILLIAM H. MOSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Ordered this Sixth..day of August in the year 1915 upon the aforeging petition and affidavit of John I. Stinchcomb Trustee in this cause; that the decree of sale passed in this cause on March the 30th, of the present year be so far modified and enlarged as to permit the said Trustee to sell said property either at public auction or private sale, but if sold at private sale it shall not be sold for less than Five Hundred and fifty Dollars

Jas A Brashear

23

No 3952 Equity

John T Stinchcomb
and wife
vs
Eva S. Carroll
et al.

Petition for authority to sell at private sale.

Mr Clerk
Please file
Robert Moss
Sol for Ref

Amended decree for sale 6th August 1915

Filed 6th Augh 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LIBER 134 PAGE 101

24

John I. Stinchcomb and wife,	(	No. 3152 Equity.
vs.	(	In the Circuit Court for
Eva S. Carroll et al.	(	Anne Arunde County.
	(	In Equity.

To the Honorable,

The Judge of the Circuit Court for Anne Arundel County In Equity.

The report of John I. Stinchcomb, Trustee under a decree of this Court passed on the 30th day of March of the present year and as enlarged and modified by the Courts order of August the Sixth 1915, respectfully shows:-

That after having filed his bond in the penalty of Twelve Hundred Dollars which was duly approved by the Clerk of this Court he sold the real estate in these proceedings mentioned to Joseph W. Trautwein at and for the sum of Five Hundred & Fifty Dollars to be paid in cash upon the ratification of the sale.

And your Trustee further reports that he believes the price for which he has sold said property is fully as much as he could have obtained for said property at public sale.

And as in duty &c.

John I. Stinchcomb
TRUSTEE.

STATE OF MARYLAND ANNE ARUNDEL COUNTY, to wit:-

I hereby certify, that on this Sixth day of August in the year nineteen hundred and fifteen before me the subscriber a Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared John I. stinchcomb Trustee and made oath in due form of

25

law that the matters and facts contained in the aforesaid said report of sale are true and that the sale therein reported was fully made.

Wm N. Woodward

Deputy Clerk Circuit Court for Anne Arundel County.

We hereby agree to the immediate ratification of the within reported sale.

Joseph W. Bautwein Purchaser

John J. Stinchcomb Trustee

Robert Mass, Solicitor for Plaintiffs

Chas F. Brady

Guardian at litem of Infant Defendants Horace N. Stinchcomb and Margaret J. Stinchcomb.

Mrs Eva Carroll

Mrs. Susie Bossert

Mrs Rose Anderton

Defandants.

26

John I. Stinchcomb and wife,	(	No. 3152 Equity.
vs.	(	In the Circuit Court for
Eva S. Carroll et al.	(	Anne Arundel County.
	(	In Equity.

Ordered this....7.....day of August in the year 1915 upon the aforegoing report of sale and agreement of all the parties in interest for immediate ratification that the sale made and reported by John I. Stinchcomb Trustee in the cause be and the same is hereby ratified and confirmed. And the Trustee aforesaid is allowed the usual commissions and such proper expences as he shall produce vouchers for the Auditor to whom the papers are now referred.

Jas B Brochen

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No 3952

John I Stinchomb
and of

vs

Eva S Cavrall
et al.

Trustees Report of
Sale and Agreement
for immediate rat-
ification of sale.

Final ~~report~~ order
ratifying sale 7th
August 1915.

Filed 7 Sept 1915

LAW OFFICES
ROBERT MOSS,
ANNAPOLIS, MD.

LIBER 134 PAGE 105

LIBER 134 PAGE 106

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM ROBERT GRAIL and	*	ANNE ARUNDEL COUNTY
NADENE L. GRAIL, his wife	*	In Equity
		No. 14,436

* * * * * * *

MR. CLERK:

Please docket suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED
1961 JUN 14 AM 10:37

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1412 PAGE 185

20166-80

No. 14,436 Equity

LIBER 134 PAGE 107

MORTGAGE

THIS MORTGAGE, Made this 28th- - - - day of July- - - - - - -, A. D. 1960, by and between WILLIAM ROBERT GRAIL and NADENE L. GRAIL, his wife,- - - - -

of Anne Arundel County- - -, in the State of Maryland, hereinafter called the Mortgagor, and VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated,- ~~a corporation organized and existing under the laws of the State of~~ hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of EIGHT THOUSAND FOUR HUNDRED FIFTY- - - - - Dollars ($8,450.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five&ThreeFourths per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION,- - - - - - - -, in Baltimore City, State of- - - Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FIFTY THREE DOLLARS and TWENTY FOUR CENTS- - - - ~~Dollars~~ ($ 53.24), commencing on the first day of September------, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August--------------, 1985. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County-----, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55600-3

BEGINNING FOR THE same on the southwest side of Riverview Road 50 feet wide at the distance of 220 feet southeasterly from the southeast side of Riverside Road and at a point in a line with the center of a partition wall thence southeasterly binding on the southwest side of Riverview Road 16 feet to a point in a line with the center of another partition wall thence southwesterly to and through the center of said wall to the end thereof and continuing the line of the center of said wall in all 100 feet to the northeast side of an alley 15 feet wide thence northwesterly binding on said alley with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned thence northeasterly to and through the center of said wall to the end thereof and continuing the same course in all 100 feet to the place of beginning. The improvements thereon being known as No. 319 Riverview Road.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by HOWILL TITLE HOLDING CORPORATION, unto WILLIAM ROBERT GRAIL and NADENE L. GRAIL, his wife, the within Mortgagors.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1961 JUN 14 AM 10:37

Together with the following Chattels: Gas Range, (2) Comb. Storm Doors, (11) Comb. Storm Sash.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of NINETY DOLLARS, ($90.00), payable half-yearly on the 28th- - - days of January- - and July in each and every year.

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

Thomas E. Kelly Jr.
THOMAS E. KELLY, JR.

William Robert Grail [SEAL]
WILLIAM ROBERT GRAIL

Nadene L. Grail [SEAL]
NADENE L. GRAIL

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1412 PAGE 189

I HEREBY CERTIFY, That on this the 28th day of July- - - -, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared WILLIAM ROBERT GRAIL and NADENE L. GRAIL, his wife- - known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they-- executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

THOMAS E. KELLY, JR. NOTARY PUBLIC BALTIMORE, MD.

1100

Thomas E. Kelly Jr.
THOMAS E. KELLY, JR. Notary Public.

My commission expires May 1, 1961.

Rec'd for record Aug. 3, 1960 at 2:35 P.M.
Mailed to The Security Title Guarantee Corp. of Balto.

43438 Lue 2002 #5

INDEX IN CHATTELS ① I

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

STATE OF MARYLAND

Loan No.

MORTGAGE
FROM WILLIAM ROBERT GRAIL and NADENE L. GRAIL his wife.
TO VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

Received for Record ____, 19__, at ____ o'clock ____ M.
Same day recorded in Liber No. ____ Folio ____, etc., one of the Records of ____ and examined per ____
Clerk of Records, $ 1100
319 Riverview Road

REC'D FOR RECORD
LAND RECORDS
ANNE ARUNDEL COUNTY
AUG 3 PM 2:35
RECORDED IN LIBER GTC
No. 1412 Folio 185
CROM... CLERK

Dated ____ as amended
FEDERAL HOUSING COMMISSIONER
By ____ Authorized Agent.
Date ____

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

LIBER 134 PAGE 111

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM ROBERT GRAIL and	*	ANNE ARUNDEL COUNTY
NADENE L. GRAIL, his wife	*	In Equity. No. 14,436

* * * * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from William Robert Grail and Nadene L. Grail, his wife to Vermont Federal Savings and Loan Association dated July 28, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1412, Folio 185.

June 6, 1961

William Robert Grail & wife
319 Riverview Road
Baltimore 25, Maryland

Amount of loan	$8,450.00
Interest	446.44
Property taxes & sewerage	141.99
Ground rent	45.00
	$9,083.43
Less payments	606.32
Balance	$8,477.11

VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

By William M. Dee
WILLIAM M. DEE, Secretary

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

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 City of Baltimore aforesaid, personally appeared William M. Dee, Secretary of Vermont Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Gerber L. Moore
Notary Public

FILED

1961 JUN 14 AM 10:37

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WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM ROBERT GRAIL and	*	ANNE ARUNDEL COUNTY
NADENE L. GRAIL, his wife	*	In Equity

* * * * * * * Equity No. 14,436

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

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 William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That William Robert Grail and Nadene L. Grail, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said William Robert Grail and Nadene L. Grail, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED

1961 JUL 14 AM 9:50

Bond no. 75 38 550

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 11 PAGE 51

Equity No. 14,436

LIBER 134 PAGE 113

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Five Hundred and 00/100 ($8,500.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of July in the year of our Lord 1961

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from William Robert Grail and Nadene L. Grail, his wife

to Vermont Federal Savings and Loan Association

bearing date the 28th day of July, 1960 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1412 Folio 185 and William C. Rogers

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers

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

In Testimony Whereof, the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore — HERBERT C. MOORE

William C. Rogers (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diane E. Anthony — Diane E. Anthony *As to Surety*

By Joseph C. McHugh — Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED
1961 JUL 14 AM 9:50

Bond approved this 14th day of July, 1961

George T. Cromwell, Clerk

FILED
1961 JUL 26 AM 10:59

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - - - Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Bldg., Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Leasehold Property

AT BROOKLYN PARK

Under and by virtue of a power of sale contained in a Mortgage from William Robert Grail and Nadine L. Grail, his wife, to Vermont Federal Savings and Loan Association, dated July 28, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1412, folio 185, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, on

SATURDAY, JULY 22, 1961

AT 11 A.M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the southwest side of Riverview Road 50 feet wide at the distance of 220 feet southeasterly from the southeast side of Riverside Road and at a point in a line with the center of a partition wall thence southeasterly binding on the southwest side of Riverview Road 16 feet to a point in a line with the center of another partition wall thence southwesterly to and through the center of said wall to the end thereof and continuing the line of the center of said wall in all 100 feet to the northeast side of an alley 15 feet wide thence northwesterly binding on said alley with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned thence northeasterly to and through the center of said wall to the end thereof and continuing the same course in all 100 feet to the place of beginning. The improvements thereon being known as No. 319 Riverview Road.

Subject to an annual ground rent of $90; and subject to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Two-story brick dwelling, 6 rooms and bath, oil-heat.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

William C. Rogers
Attorney named in Mortgage
113 E. Baltimore Street
Baltimore, Md.

I hereby certify that I have this 22nd day of July, 1961, sold the within described property to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of

it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I certify that VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION has on this 22nd day of July, 1961, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of

and said purchaser hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

By

FILED

1961 JUL 26 AM 10:59

6 16

WINSON G. GOTT, JR., Attorney
Lee Bldg., Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT BROOKLYN PARK

Under and by virtue of a power of sale contained in a Mortgage from William Robert Grail and Nadine L. Grail, his wife, to Vermont Federal Savings and Loan Association, dated July 28, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1412, folio 185, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, on

SATURDAY, JULY 22, 1961 at 11 A.M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the southwest side of Riverview Road 50 feet wide at the distance of 220 feet southeasterly from the southeast side of Riverside Road and at a point in a line with the center of a partition wall thence southeasterly binding on the southwest side of Riverview Road 16 feet to a point in a line with the center of another partition wall thence southwesterly to and through the center of said wall to the end thereof and continuing the line of the center of said wall in all 100 feet to the northeast side of an alley 15 feet wide thence northwesterly binding on said alley with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned thence northeasterly to and through the center of said wall to the end thereof and continuing the same course in all 100 feet to the place of beginning. The improvements thereon being known as No. 319 Riverview Road.

Subject to an annual ground rent of $90; and subject to the legal operation and effect of pole arrangements of record and restrictions of record, if any.

IMPROVEMENTS: Two-story brick dwelling, 6 rooms and bath, oil heat.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage
113 E. Baltimore Street
Baltimore, Md.
ROBERT H. CAMPBELL
Auctioneer

Jy-21

LIBER 134 PAGE 116

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM ROBERT GRAIL and	*	ANNE ARUNDEL COUNTY
NADENE L. GRAIL, his wife	*	In Equity

* * * * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as No. 319 Riverview Road, 5th Election District, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, July 22, 1961 at 11:00 A.M. attend on the premises, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Vermont Federal Savings and Loan Association, a body corporate, at and for the price of $8,000.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

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

I HEREBY CERTIFY that on this 24th day of July, 1961, before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1961 JUL 26 AM 10:59

ORDER NISI

LIBER 134 PAGE 117

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

WILLIAM ROBERT GRAIL and NADENE L. GRAIL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,436 Equity

Ordered, this 26th day of July, 19 61, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage

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

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

Filed July 26,1961

True Copy, 10:59AM

George T. Cromwell Clerk.

TEST: George T. Cromwell Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

WILLIAM ROBERT GRAIL and NADENE L. GRAIL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th 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.

D. Boone Duckett

JUDGE.

FILED

1961 AUG 30 PM 4:00

12

14,436

WINSON G. GOTT, JR., Attorney
Lee Bldg., Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

319 RIVERVIEW ROAD
BROOKLYN PARK

Under and by virtue of a power of sale contained in a Mortgage from William Robert Grail and Nadine L. Grail, his wife, to Vermont Federal Savings and Loan Association, dated July 28, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1412, folio 185, the undersigned Attorney will offer for sale at public auction, on the premises on

SATURDAY, JULY 22, 1961 at 11 A.M.

That lot of ground and improvements known as No. 319 Riverview Road in Brooklyn Park; improved by a two story brick dwelling, 6 rooms and bath; oil heat. For full particulars see Evening Capital issues of June 23, July 7, 14 and 21.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Bldg., Baltimore, Md.
ROBERT H. CAMPBELL,
Auctioneer

Jy-20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 118

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Attorney's Sale

William Robert Grail

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 22nd day of July, 1961. The first insertion being made the 13th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 AUG -2 PM 12:16

By H. Tilghman

No. M. G. 21979

13

OFFI[illegible] [illegible]F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 119

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,436 EQUITY

WILLIAM C. ROGERS, Attorney Named in Mortgage
vs
WILLIAM ROBERT GRAIL and NADENE L. GRAIL, his wife

Ordered, this 26th day of July, 1961, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of 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 29th day of August next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1961

We hereby certify, that the annexed

Order Nisi Case

Eq. 14,436

William Robert Grail

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 29th day of August, 1961. The first insertion being made the 26th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.C. [illegible] 1961 AUG 30 AM 9:35 By [illegible]

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
William Robert Grail
and
Nadene L. Grail, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,436 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.

October 2, 1961

FILED
1961 OCT 10 PM 2:35

Dr. William C. Rogers, Attorney named in Mortgage vs. William Robert Grail and Nadene L. Grail, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	271	95	371	95
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	91	02		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	98		
Fidelity & Deposit Co. of Md.-bond premium	17	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Herbert C. Moore - notary fees	1	50	197	70
To Attorney for Ground Rent, viz: Semi-annual ground rent ($45.00) due 7/28/61 - 5 months 24 days	43	50	43	50
To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,459	21	7,459	21
			8,123	86
Amount of mortgage claim filed	8,477	11		
Interest @ 5-3/4% thereon from 8/1/61 to 11/1/61 - 3 months	121	86		
	8,598	97		
Cr. Amount allowed above	7,459	21		
Balance subject to decree in personam	1,139	76		

with

William C. Rogers, Attorney named in Mortgage

Cr.

1961						
July	22	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,500.00 - 1 month 22 days	65	00	8,065	00
		Refund 1961 State and County taxes- 5 months 8 days	58	86	58	86
					8,123	86

LIBER 134 PAGE 123

ORDER NISI

William C. Rogers,
Attorney named in Mortgage

VERSUS

William Robert Grail
and
Nadene L. Grail, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,436 Equity.

ORDERED, This 10th day of October, 19 36, 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 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 15th day of November next.

George T Cromwell

1961 OCT 10 PM 2:35

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 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 NOV 17 AM 11:02

Matthew A. Evans

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 124

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,436 Equity
William C. Rogers, Attorney named in Mortgage
versus
WILLIAM ROBERT GRAIL
and
NADENE L. GRAIL, his wife,

Ordered, this 10th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of November next; Provided, a copy of this Order be interted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
0-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961.

We hereby certify, that the annexed Order Nisi Eq. 14,436 Auditor Account William Robert Grail, was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of November, 1961. The first insertion being made the 17th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 2 3972 NOV -6 AM 10:55

19

In the Circuit Court of Calvert County.

May Term 19 36

LIBER 134 PAGE 125

Arthur W. Dowell, Attorney

vs.

Donald Stallings, Helen R. Stallings, his wife. Wm. Robert Stallings, Sallie P. Stallings, his wife.

Costs: Clerk - $16.00 Pd. 7/30/36

Equity No. 1051

May 19, 1936	Order for suit, original mortgage, mortgage notes and statement of mortgage debt filed. Attorney's Bond approved, filed and recorded same day.
May 21, 1936	Report of sale filed. Nisi order issued and copy made for publication.
June 30, 1936	Final order ratifying sale fld.
July 8, 1936	Auditor's Report and account, with copy of judgment, filed. Nisi Order issued and copy made for publication.
Aug. 17	Final order filed.

Proceedings recorded in Liber A.A.H. No. 5, folio 363, one of the Chancery Records of Calvert County, Maryland.

State of Maryland, Calvert County, Sct.

I HEREBY CERTIFY, That the aforegoing is a true copy of the Docket entries in the above entitled cause, taken from Record or Proceedings of the Circuit Court of Calvert County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the said Court, this Twenty-third day of October A. D. 19 61

J. Lloyd Bowen

Clerk of the Circuit Court of Calvert County.

J. Lloyd Bowen

FILED

1961 NOV 21 AM 9:52

IN THE CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND

LIBER 134 PAGE 126

Arthur W. Dowell, Attorney.	)	
vs.	)	In Equity No. 1051.
Oswald Stallings, Helen R. Stallings Wm. Robert Stallings Sallie P. Stallings	)	

To the Honorable, the Judges of the Circuit Court for Calvert County:

The report of Arthur W. Dowell, Attorney named in a certain mortgage from Oswald Stallings, Helen R. Stallings, his wife, and Wm. Robert Stallings and Sallie P. Stallings, his wife, to William Warren Gantt, dated the 31st day of March, 1934, and recorded among the Land Records of Calvert County in Liber A.A.H. No. 29, folio 163, respectfully shows:

That after giving Bond with security for the faithful performance of his trust, and after having complied with all the other prerequisities, as required by law and the said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Calvert Gazette, a weekly newspaper printed and published in Calvert County, and also in The Southern Maryland Times, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, as will appear from certificates of publication filed herewith as part hereof, and by like notice posted at the Court House Door, he did pursuant to said notice attend at the Court House Door in Prince Frederick Calvert County, Maryland, on the 19th day of May, 1936, at eleven o'clock, A.M., and then and there proceeded to sell said properties in manner following, that is to say:

Your attorney first offered at public sale to the highest bidder the property first described in said mortgage, situated in the Town of Chesapeake Beach in Calvert County in the State of Maryland, described as being Lots Three (3), four (4) and five (5), in Block "A", as shown on Plat No. 2, addition to Middle subdivision of the Town of Chesapeake Beach, said plat being recorded among the Record Books of Calvert County, Md., and being all that tract of land which the said Oswald Stallings obtained from the Chesapeake Beach Hotel Company by deed dated December 18th, 1933, recorded in

1961 NOV 21 AM 9:52

2

Liber A.A.H. No. 31, folio 440, one of the Land Record Books of Calvert County. And your attorney sold said property to Minnie E. Moore at and for the sum of Three Thousand, six hundred dollars ($3600), she being at that sum the highest bidder therefor.

Your attorney then offered at public sale to the highest bidder the property secondly described in said mortgage situated near Annapolis, in Anne Arundel County, Maryland, situate, lying and being about 300 feet from West Street, and designated as Lot No. 2, on Cherry Grove Avenue, as shown on Plat surveyed and made by J. Carson Bush, surveyor, dated April 2nd, 1925, the same being the property conveyed to William R. Stallings by Fred Dammyer and wife by deed recorded among the Land Records of Anne Arundel county, Md., in Liber F.S.R. No. 56, folio 36. And your attorney sold said property to William Warren Gantt, at and for the sum of Two hundred dollars ($200), he being at that sum the highest bidder therefor.

Respectfully submitted,

s/ Arthur W. Dowell
Attorney named in the Mortgage.

STATE OF MARYLAND, Calvert County, to wit:

I hereby certify, that on this 21st day of May, in the year nineteen hundred and thirty-six, before me, the subscriber, Clerk of the Circuit Court for Calvert County, personally appeared Arthur W. Dowell, Attorney named in the above report of eale, and made oath in due form of law, that the matters and things etated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

e/ Arthur A. Harknees
Clerk of the Circuit Court for Calvert County

Ordered by the Circuit Court for Calvert County this 21et day of May, 1936, that the eale of the properties mentioned in theee proceedinge, made and reported by Arthur W. Dowell, Attorney named in the Mortgage, be ratified and confirmed, unlese cauee to the contrary thereof be ehown on or before the 16th day of June next; provided a copy of thie order be inserted in some newspaper, printed in Calvert County, once in each of three eucceesive weeke, before the 16th day of June, next.

The report etates the amount of eale to be $3800.00.

Arthur A. Harknees
Clerk.

3

FINAL ORDER.

ORDERED by the Circuit Court for Calvert County, this 29th day of June, 1936, that the sale made and reported by Arthur W. Dowell, 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 is allowed the usual commission and such proper expenses as he shall produce vouchers for to the auditor.

s/ Wm Meverell Loker

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy of a ~~EXM~~ Report of Sale filed in 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 23rd day of October, 1961.

J. Lloyd Bowen

J. Lloyd Bowen, Clerk

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. (formerly ~~WEST NORTH AVENUE SAVINGS AND LOAN~~ ASSOCIATION OF BALTIMORE CITY) a body corporate. PLAINTIFF

VS.

HARRY TANOUYE and

GRENETH TANOUYE, his wife

DEFENDANTS

LIBER 134 PAGE 129

IN THE

CIRCUIT COURT

FOR

~~EXXXTx~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

No. 14,364

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 8th day of October A. D. 1954 the defendants executed and delivered to said Plaintiff

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 $ 5250.00 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 default has occurred in the conditions and covenants of said mortgage.

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

And as in duty, &c.

Penny & Detty

By Karl M. Penny

Attorneys for Plaintiff.

FILED

1961 MAY -4 AM 11:49

BOOK 870 PAGE 373 No. 14,364

FHA Form No. 9128-8-H
(For use under Section 8)
(Effective January 1958)

MORTGAGE

LIBER 134 PAGE 130

THIS MORTGAGE, Made this ---8th----- day of ---October-------, A. D. 1954, by and between HARRY TANOUYE and GRENETH TANOUYE, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagors and WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of FIVE THOUSAND TWO HUNDRED FIFTY Dollars ($5,250.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE ~~xx~~ CITY, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Twenty-nine and 19/100ths Dollars ($29.19), commencing on the first day of December, 1954, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1979. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say: 16—68345-1

BEING known and designated as Lot No. 43 as shown on the Plat of "Three Mile Oak" prepared by J. R. McCrone, Jr. dated March 1954 and recorded among the Land Records of Anne Arundel County on April 22, 1954 in Cabinet 4 Rod G-8 Plat No. 2.

BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Karjon Company to the said Harry Tanouye and Greneth Tanouye, his wife.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1961 MAY -4 AM 11:49

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of seventy-two dollars ($72.00) payable in equal half-yearly installments on the fourth (4th) days of May and November, in each and every year; subject to the covenants, restrictions etc. referred to in the above mentioned Deed.

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(c) A sum equal to one-twelfth of one-half of one per centum of the amount of the principal then remaining unpaid under said note as a service charge, to cover the expense of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance as provided for herein, and the other servicing costs in connection with this mortgage and the note secured hereby.

(*d*) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) service charge as set forth above;
(IV) interest on the note secured hereby; and
(V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

Patricia C. Gambrill

Patricia C. Gambrill

Patricia C. Gambrill

Patricia C. Gambrill

Harry Tanouye [SEAL]

Harry Tanouye

[SEAL]

Greneth Tanouye [SEAL]

Greneth Tanouye

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 870 PAGE 377

I HEREBY CERTIFY, That on this ---8th---------- day of --October--- 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HARRY TANOUYE and GRENETH TANOUYE, his wife the above-named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Patricia C. Gambrill---- Notary Public.

Recorded: Oct. 11, 1954 at 12.25 P.M.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. (formerly WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY) a body corporate. PLAINTIFF

VS.

HARRY TANOUYE and GRENETH TANOUYE, his wife DEFENDANTS

PETITIONER'S EXHIBIT NO. 1

Mr. Clerk: Please file, etc.

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

CENTURY SAVINGS AND LOAN ~~ASSOCIATION OF BALTIMORE CITY,~~ INC. (formerly WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF ~~BALTIMORE CITY)~~ a body corporate PLAINTIFF *vs.* HARRY TANOUYE and GRENETH TANOUYE, his wife DEFENDANTS	IN THE **CIRCUIT COURT** FOR ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY no. 14,364 Docket ..... Fol. .....

LIBER 134 PAGE 134

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 Robert S. Clark, Treasurer of the Century Savings and Loan Association of Baltimore City, Inc.

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

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

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

(3) said defendants ~~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 member of the Enlisted Reserve Corps who has been ordered to report for military service.

Robert S. Clark
Affiant.

Subscribed and sworn to before me

this 27 day of April 1961

Richard W. Phoebus
Notary Public

RICHARD W. PHOEBUS NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 MAY -4 AM 11:49

6

STATEMENT OF MORTGA CLAIM

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. (formerly WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY) a body corporate PLAINTIFF

vs.

HARRY TANOUYE and

GRENETH TANOUYE, his wife DEFENDANTS

IN THE

CIRCUIT COURT

FOR

~~XXXXX~~

ANNE ARUNDEL COUNTY

~~XBALTIMORE CITY~~

No. 14,364

LIBER 134 PAGE 135

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$5250.00
Interest to April 1st 1961	151.56
8 months late charge	7.36
	5408.92
(Debit in Expense Account-paid out in excess of amount received)	112.17
	5521.09
Amount paid on principal of loan	746.64
Balance due	$ 4774.45

Robert S. Clark

Treasurer-Century Savings and Loan Association of Baltimore City, Inc.

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, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Robert S. Clark, Treasurer of the Century Savings and Loan Association of Baltimore City, Inc.

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

FILED

1961 MAY -4 AM 11:49

RICHARD W. PACERUS NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal

Richard W. Pacerus

Notary Public.

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. (formerly WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY) a body corporate

vs.

PLAINTIFF

HARRY TANOUYE and

GRENETH TANOUYE, his wife

DEFENDANTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,364 Equity

TERM, 19

LIBER 134 PAGE 136

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 4th day of May, in the year nineteen hundred and sixty-one, by the Circuit Court of 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 KARL M. LEVY be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ANNE ARUNDEL COUNTY, as he shall think proper, of the time, place, manner and terms of sale, which shall be all cash 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 or 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.

O Bowie Duckett

Judge

FILED

1961 MAY -5 AM 9:54

8

Bond no. 75 38 583

LIBER 11 PAGE 58

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

no. 14,364 Equity

LIBER 134 PAGE 137

KNOW ALL MEN BY THESE PRESENTS:

That we, Karl M. Levy, 1219 Fidelity Building, Baltimore 1, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 ($5,000.00) - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of July in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Karl M. Levy 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 Century Savings and Loan Association of Baltimore City, Inc.

vs:

Harry Tanouye and Greneth Tanouye, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Karl M. Levy

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

Signed, sealed and delivered in the presence of:

Patricia S. Wisniewski Karl M. Levy (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 JUL 18 PM 1:01

REPORT OF SALE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. A body corporate.
PLAINTIFF

vs.

HARRY TANOUYE and

GRENETH TANOUYE, his wife
DEFENDANTS

IN THE

LIBER 134 PAGE 138

CIRCUIT COURT

FOR

~~CITY OF~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(In Equity)
Equity Docket 19 folio 350

Case # 14364

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

The Report of Sale of KARL M.LEVY

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 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 ~~xxdaily~~ newspaper published in ~~Baltimore City~~ Annapolis for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 24th day of July 19 61 at 2 o'clock P. M. attend on the premises and then and there sold leasehold property known as Lot No. 43, on the Plat of Three Mile Oak, Second Election District of Anne Arundel County, State of Maryland, and fully described in a copy of the advertisement attached hereto, and subject to the restrictions referred to in said advertisement, unto HAJOMAX,INC. a Body Corporate, at and for the price or sum of Sixty-six hundred dollars ($6600.00) (cash upon ratification of sale) which was then and there the highest bidder therefor.

RESPECTFULLY SUBMITTED

Karl M. Levy
Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this day of July 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared KARL M.LEVY,

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 JUL 26 AM 10:18

As witness my hand and Notarial Seal,

Effie M. Sullivan
Notary Public.

10

LIBER 134 PAGE 139

LEVY & OTTO, SOLICITORS
1219 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as Lot No. 43 Plat of Three Mile Oak

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction on the premises on

MONDAY, JULY 24th, 1961 At 2 O'Clock P.M. (Daylight Savings Time)

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 43 as shown on the Plat of "Three Mile Oak", prepared by J. R. McCrone, Jr. dated March 1954, and recorded among the Land Records of Anne Arundel County on April 22nd, 1954, in Cabinet 4 Rod G-8 plat No. 2, now in Plat Book No. 24 folio 38.

Said lot being located on the south side of Defense Highway at the distance of 55.31 feet easterly from the intersection of the curve of the easterly side of Three Oak Drive and the south side of Defense Highway, fronting easterly on the south side of Defense Highway 75.27 feet with a depth southerly, of even width, of 150 feet, all as shown on the aforesaid plat of Three Mile Oak.

Subject to an annual ground rent of $72.00 and to any restrictive convenants and - or utility agreements of record affecting said property.

Improved by a one story frame asbestos shingle bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the Purchaser at the time and place of sale, balance of the purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to the date of settlement. Taxes, ground rent and all other public charges and expenses, including Sanitary District charges, if any, to be adjusted to the date of sale, cost of all Revenue stamps and transfer taxes to be borne by the purchaser.

KARL M. LEVY, Trustee
E. T. NEWELL & CO. INC.
Auctioneer

JY 20

ORDER NISI

LIBER 134 PAGE 140

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

HARRY TANOUYE and GRENETH TANOUYE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,364 Equity

Ordered, this 26th day of July, 1961, That the sale of the property in these proceedings mentioned made and reported by Kary M. Levy, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

The report states that the amount of sale was $ 6,600.00.

Filed July 26,1961
True Copy, 10:18 AM

George T. Cromwell Clerk.

TEST: George T. Cromwell Clerk.

(Final Order)

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

HARRY TANOUYE and GRENETH TANOUYE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 1961 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bowie Duckett
JUDGE.

FILED

1961 SEP 11 PM 3:19

ADDITIONAL BOND NO. 75 38 583

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 14,364 Equity

LIBER 11 PAGE 71

LIBER 134 PAGE 141

KNOW ALL MEN BY THESE PRESENTS:

That we, Karl M. Levy, 1219 Fidelity Building, Baltimore 1, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Six Hundred and 00/100 ($1,600.00) - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of July in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Karl M. Levy 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 Century Savings and Loan Association of Baltimore City, Inc.

vs.

Harry Tanouye and Grenth Tanouye, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Karl M. Levy

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:

Effie M. Sullivan

Karl M. Levy (SEAL)
Karl M. Levy

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony
Diane E. Anthony *As to Surety*

By John W. Harrison, Jr.
John W. Harrison, Jr. *Attorney-in-Fact*

MD3116a—500, 10-59 153393
Trustee's Bond

FILED

1961 JUL 31 AM 10:01

Bond approved this 31st day of July, 1961

George T. Cromwell, Clerk

LEVY & DITTO, SOLICITORS
1219 Fidelity Building
Baltimore 1, Mary[illegible]

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as Lot No. 43 Plat of Three Mile Oak

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Subject to an annual ground rent of $72.00 and to any restrictive convenants and - or utility agreements of record affecting said property.

Improved by a one story frame asbestos shingle bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the Purchaser at the time and place of sale, balance of the purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to the date of settlement. Taxes, ground rent and all other public charges and expenses, including Sanitary District charges, if any, to be adjusted to the date of sale, cost of all Revenue stamps and transfer taxes to be borne by the purchaser.

KARL M. LEVY, Trustee
E. T. NEWELL & CO. INC.
Auctioneer JY 20

No. 13

14,364

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 142

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 2, 1961

We hereby certify, that the annexed Trustee's Sale Lot #43, Plat of Three Mile Oak

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 29th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

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1961
AUG -2 PM 12:16 By H. Tilghman

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Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 143

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq 14,364

Harry Tanouye

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September, 1961. The first insertion being made the 3rd day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

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1961 SEP -8 PM 4:11

By Marie Pate

No. M.G. 22766

14

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,364 Equity

Century Savings and Loan Association of Baltimore City, Inc., a body corporate

versus

HARRY TANOUYE and GRENETH TANOUYE, his wife

Ordered, this 26th day of July, 1961, That the sale of the property in these proceedings mentioned made and reported by Karl M. Levy, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

The report states that the amount of sale was $6,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-24

In the Case of

Century Savings and Loan Association of Baltimore City, Inc. (formerly West North Avenue Savings & Loan Ass'n)

vs.

Harry Tanouye

and

Greneth Tanouye, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,364 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. Fickling
Auditor.

October 13, 1961

FILED

1961 OCT 13 PM 3:50

Dr.

Century Savings and Loan Association of Baltimore City, Inc. vs. in ac.
Harry Tanouye and Greneth Tanouye, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	229	92	279	92
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	27	00	68	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	25		
Fidelity & Deposit Co. of Md. -bond premiums	26	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	225	00		
Federal documentary stamps	7	70		
State documentary stamps	15	40		
Richard W. Phoebus - notary fees	1	00		
Effie M. Sullivan - notary fee		50	383	77
To Trustees for Ground Rent, viz:				
Semi-annual ground rent ($36.00) due 11/4/61 - 2 months 20 days	16	00	16	00
To Trustee for Benefit Charges, viz:				
Metered water to 6/10/61	12	91		
Metered water to 9/10/61	8	13	21	04
To Century Savings & Loan Ass'n of Balto. City, Inc. (formerly West North Avenue Savings & Loan Ass'n of Baltimore City), mortgagee - in full for mortgage claim, viz:				
Amount of Claim filed	4,774	45		
Interest thereon @ 4½% from 4/1/61 to 11/14/61 - 7 months 14 days	133	68	4,908	13
To Field's Kiddie Bazaar, judgment creditor- in full for claim filed, viz:				
Amount of judgment	48	20		
Interest from 6/4/59 to 11/14/61 - 2 years 5 months 10 days	7	07		
Court costs	2	90	58	17
To Harry Tanouye and Greneth Tanouye, his wife, mortgagors - this balance	992	17	992	17
			6,727	70

16

with.

Karl M. Levy, Trustee

Cr.

1961						
July	24	Proceeds of Sale	6,600	00		
		Interest on deferred payment to 9/27/61 - 2 months 4 days	64	05	6,664	05
		Refund 1961 State and County taxes ($84.09) - 5 months 6 days	36	40		
		Refund amount paid for metered water to 9/10/61 - 1 month 16 days	4	15	40	55
		Federal and State documentary stamps paid by purchaser in accordance with terms of sale	23	10	23	10
					6,727	70

ORDER NISI LIBER 134 PAGE 147

Century Savings and Loan Association of Baltimore City, Inc.

VERSUS

Harry Tanouye

and

Greneth Tanouye, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,364 Equity.

ORDERED, This 13th day of October, 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 20th 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 20th day of November next.

George T. Cromwell

FILED 1961 OCT 13 PM 3:50

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of November, 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 21 PM 3:02

V. Bowie Duckett

LIBER 134 PAGE 148

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,364 Equity
Century Savings and Loan Association of Baltimore City, Inc.
VERSUS
HARRY TANOUYE and GRENETH TANOUYE, his wife

Ordered, this 13th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of 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 20th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-2

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,364 Auditor Account Harry Tanouye

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 2 3 7 3 0 1961 NOV -6 AM 10:54

19

PETITION FOR FORECLOSURE

LIBER 134 PAGE 149

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. Higley

VS.

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife
204 Clifton Avenue, Belvedere Heights
Arnold, Anne Arundel County

IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

14,445 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 19th day of December A. D. 1957 the defendant executed and delivered to H. V. HIGLEY, the then Administrator of Veterans Affairs, now succeeded by J. S. Gleason, Jr.

a mortgage upon certain leasehold property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $ 9,350.00 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. Default has now occurred thereunder.

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.

James W. Blackhurst

JAMES W. BLACKHURST
1 Central Avenue, S. W.
Glen Burnie, Maryland

Attorney for Plaintiff

FILED

1961 JUN 22 PM 12:22

SH-808-19

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 134 PAGE 150
LIBER 1176 PAGE 17

MARYLAND

No. 14,445 Equity

MORTGAGE

THIS MORTGAGE, made this 19th day of December, A. D. 19 57, by and between

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and H. V. HIGLEY, as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C., and his successors in such office as such. hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, * is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND THREE HUNDRED FIFTY - - - - - - - - - - - - -00/100 Dollars ($ 9350.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five per centum (5 %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty - - - - - - - - - - - - - - - - - - -20/100 Dollars ($ 50.20), commencing on the first day of January, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 87. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lot No. 29 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4, Rod G-5, Plat No. 6, and which is now recorded among said plat records in Plat Book 23, folio 46.

BEING the same lot of ground conveyed by Deed dated December 19, 1957 from the Mortgagee to the Mortgagor herein and recorded among the Land Records of Anne Arundel County just prior hereto.

FILED

1961 JUN 22 PM 12:23

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~its~~ his ~~successors and assigns~~, personal representatives and assigns subject to the payment of the annual rent of Eighty-four Dollars ($84.00) payable half-yearly on the 9th days of May and November in each and every year.

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

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding five per centum (5%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of **Fifty** Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same 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.

~~It is the intention of the parties hereto that the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, obligations and liabilities of the parties hereto and their respective successors in interest with respect to this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations or are not required thereunder or authorized thereby.~~

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: Grafton Lee Brown, Jr.

Wendell E. Norris [SEAL]

Dorothy J. Norris [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this **19th** day of **December**, 19 **57**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **County** aforesaid, personally appeared **WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their** act.

At the same time also personally appeared **C. W. Nixon, Loan Guaranty Officer** the **agent** of the within ~~mortgagee~~ Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

My commission expires May 4, 1959. Grafton Lee Brown, Jr. *Notary Public.*

Rec'd for record Dec 27, 1957 at 9.53 A.M.
Mailed to Chief Atty, Veterans Admin.

STATE OF MARYLAND

Mortgage

FROM

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife

TO

H.V. HIGLEY, as Administrator of Veterans Affairs

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 DEC 27 AM 9 53
& RECORDED LIBER GLC
NO. 1176 FOLIO 17
GEO. R. COLEMAN, CLERK

Received for Record ..... M. o'clock ..... Same day recorded in Liber ..... No. ..... Folio ..... one of the Land Records of ..... and examined per ..... Clerk.

Cost of Record, $ 14.00

U.S. GOVERNMENT PRINTING OFFICE: 1957—O-427739

Chief Attorney
Veterans Administration
Calvert Building
Baltimore 2, Maryland

2 A

STATEMENT OF MORTGAG. CLAIM

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. HIGLEY

vs.

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife
204 Clifton Avenue, Belvedere Heights
Arnold, Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

— ~~OR~~ —
FOR
~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

No. 14,445 Equity

LIBER 134 PAGE 154

STATEMENT OF MORTGAGE DEBT

Original loan amount		$9350.00
Amount paid on principal		334.37
Principal balance as of	6/14/61	9015.63
T & I account - credit balance	NONE	
Balance		9015.63
Accrual interest to	6/14/61	454.36
Total principal and interest to	6/14/61	9469.99

Interest accrues @ 5% per annum from 6/15/61

Daily Interest Accrual 1.25066

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

I HEREBY CERTIFY, That on this 20th day of June in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ Co of Baltimore, personally appeared R. C. Kinsley, Chief, Loan Service and Claims Section, for 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.

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1961 JUN 22 PM 12:23

As witness my hand and Notarial Seal,

Milton M. Hackerman

Milton M. Hackerman *Notary Public.*
My commission expires: 5/6/63

6

LIBER 134 PAGE 155

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. HIGLEY

vs.

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife
204 Clifton Avenue, Belvedere Heights
Arnold, Anne Arundel County, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket _____

Folio _____

No. 14,445 Equity

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County personally appeared **R. C. Kinsley** and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said 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 services.

R. C. Kinsley
Affiant.

Subscribed and sworn to before me this **20th** day of June, 1961.

MILTON M. HACKERMAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Milton M. Hackerman
Notary Public
My commission expires: 5/6/63

FILED

1961 JUN 22 PM 12:23

DECREE FOR SALE OF MORTGAGE PREMISES

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. Higley

vs.

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife
204 Clifton Avenue, Belvedere Heights
Arnold, Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 14,445 Equity

TERM, 19

LIBER 134 PAGE 156

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 23rd day of June, in the year nineteen hundred and sixty-one, 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 James W. Blackhurst be and he is hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by hi msel f and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $ 9,350.00 Dollars, conditioned for the faithful performance of the trust reposed in h by this decree, or to be reposed in h im 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~~ weekly newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash~~ $ 500.00, the balance ~~in six and twelve months [or all cash as the purchaser may elect]~~ upon ratification of sale, the credit payment to bear interest from the day of sale, ~~and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged 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 Bowie Duckett
Judge

FILED
1961 JUN 23 AM 10:50

8

Bond no. 75 38 425

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 11 PAGE 48

No. 14,445 Equity

LIBER 134 PAGE 157

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Ave., S.W., Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Three Hundred Fifty & 00/100 ($9,350.00) 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 23rd day of June in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden James W. Blackhurst by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of J. S. Gleason, Jr., as Administrator of Veterans Affairs

vs:

Wendell E. Norris and Dorothy J. Norris, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden James W. Blackhurst

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

Signed, sealed and delivered in the presence of:

Patricia M. Barborka — James W. Blackhurst (SEAL)

Patricia M. Barborka — James W. Blackhurst

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony — Diane E. Anthony *As to Surety*

By Karl L. Johnston — Karl L. Johnston *Attorney-in-Fact*

MD3116a—500, 10-59 153393
Trustee's Bond

FILED

1961 JUL 11 AM 9:12

Bond approved this 11th day of July, 1961

George T. Cromwell, Clerk

No. 14,445

REPORT OF SALE

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. HIGLEY

vs.

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife 204 Clifton Avenue, Belvedere Heights Arnold, A. A. County, Maryland

IN THE

CIRCUIT COURT

~~OF~~ FOR

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

LIBER 134 PAGE 158

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of James W. Blackhurst

Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold property known as 204 Clifton Avenue, Arnold, Maryland

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on 21st ~~xxxx~~ day of July 19 61 at 11:00 a.m. o'clock M. attend on the premises and then and there sold

the leasehold property known as 204 Clifton Avenue, Arnold, Maryland, and described in the attached advertisement of sale to J. S. Gleason, Jr., Administrator of Veterans Affairs, at and for the sum of Seven thousand Four hundred dollars ($7,400.00), cash upon ratification of sale, the said J. S. Gleason, Jr., Administrator of Veterans Affairs being the highest bidder therefor.

James W. Blackhurst

James W. Blackhurst, Trustee

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

I HEREBY CERTIFY, That on this 21st 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 JAMES W. BLACKHURST

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

As witness my hand and Notarial Seal,

GRAFTON BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO.

Notary Public.

1961 JUL 25 AM 10:35 FILED

10

ORDER NISI

J.S.GLEASON,JR.,Administrator of Veterans Affairs, successor in office to H.V.HIGLEY versus WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,445 Equity

LIBER 134 PAGE 159

Ordered, this 25th day of July, 19 61, That the sale of the property in these proceedings mentioned made and reported by James W. Blackhurst, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of August next.

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

Filed July 25,1961
10:35 AM

True Copy, George T. Cromwell Clerk.

TEST: George T. Cromwell Clerk.

(Final Order)

J.S.GLEASON,JR.,Administrator of Veterans Affairs, successor in office to H.V.HIGLEY versus WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st 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.

O. Bowie Duckett
JUDGE.

FILED
1961 AUG 31 PM 12:14

LIBER 134 PAGE 160

James W. Blackhurst, Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE

Leasehold Property

KNOWN AS 204 CLIFTON AVENUE, BELVEDERE HEIGHTS, ARNOLD, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arnudel County in Equity, in a case numbered (Equity No. 14,445 J. S. Gleason, Jr., Administrator of Veterans Affairs, vs. Wendell E. Norris and Dorothy J. Norris, his wife, the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

FRIDAY, JULY 21, 1961

11:00 O'clock A.M. (EDST)

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 29 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4, Rod G-5, Plat No. 6, and which is now recorded among said plat records in Plat Book 23, folio 46. Subject to the payment of an annual ground rent of Eighty-four dollars ($84.00).

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

Improved by a one and one-half story framed bungalow, four rooms, two bedrooms and bath, with radiant oil water heat.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

E. T. Newell & Co., Inc.
Auctioneer
PLaza 2-3580

James W. Blackhurst, Trustee

FILED
1961 JUL 26 AM 9:23

21

LIBER 134 PAGE 161

I HEREBY CERTIFY, That the Administrator of Veterans Affairs did this 21st day of July, 1961, purchase the within described property from James W. Blackhurst, Trustee, at and for the sum of $7,400.00 and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof, and I further certify that this sale was fairly made.

ADMINISTRATOR OF VETERANS' AFFAIRS

By: Stanley J. Bomer

I HEREBY CERTIFY, That I did sell at Public Auction on Friday, July 21, 1961, 11:00 a.m. (EDST), the property described on the reverse side of this handbill belonging to Wendell E. Norris and Dorothy J. Norris, his wife, at and for the sum of Seven thousand four hundred dollars and 00/100 - - ($7,400.00) the successful bidder being the Administrator of Veterans Affairs, and the sale was fairly made.

E. T. NEWELL & COMPANY, INC.

By: Wm Murray White

FILED
1961 JUL 26 AM 9:23

13

JAMES W. BLACKHURST,
Solicitor
One Central Ave. S. W.
Glen Burnie, Maryland.

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

known as
204 Clifton Avenue
Belvedere Heights
Arnold, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,445) J. S., Gleason, Jr., Administrator of Veterans Affairs, vs. Wendell E. Norris and Dorothy J. Norris, his wife, the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

FRIDAY,
JULY 21st, 1961
11:00 O'Clock A.M.
(EDST)

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 29 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4, Rod G-5, Plat No. 6, and which is now recorded among said plat records in Plat Book 23, folio 46. Subject to the payment of an annual ground rent of Eighty-four dollars ($84.00).

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

Improved by a one and one-half story framed bungalow, four rooms, two bedrooms and bath, with radiant oil water heat.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County: interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

JAMES W. BLACKHURST,
Trustee
E. T. NEWELL & CO., INC.
Auctioneer
PLaza 2-3580

Jy-20

No. 14

14403

OFF. OF

Maryland Gazette

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

LIBER 134 PAGE 162

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed Trustee's Sale Wendell E. Norris

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 July, 1961. The first insertion being made the 29th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
AUG -2 PM 12:16

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 163

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,445

Wendell E. Norris

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of August, 1961. The first insertion being made the 27th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M.G. 22386

15

Order Nisi

In THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,445 EQUITY

J. S. GLEASON, JR. Adminstrator of Veterans Affairs, successor in office to H. V. HIGLEY

versus

WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife

Ordered, this 25th day of July, That the sale of the property in these proceedings mentioned made and reported by James W. Blackhurst, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of August next.

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

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

A-17

FILED

1961 AUG 30 PM 1:55

In the Case of

J. S. Gleason, Jr., Administrator of Veterans Affairs (successor in office to H. V. Higley)

vs.

Wendell E. Norris

and

Dorothy J. Norris, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,445 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.

October 6, 1961

FILED

1961 OCT 10 PM 2:36

Dr. J. S. Gleason, Jr., Administrator of Veterans Affairs (successor in office to H. V. Higley) vs. Wendell E. Norris and Dorothy J. Norris, his wife in ac.

To Trustee for Fee, in lieu of fee and commissions, as agreed, viz:	175	00	175	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	20		
Fidelity & Deposit Co. of Md. -bond premium	37	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
Milton M. Hackerman - notary fees	1	00		
Grafton L. Brown - notary fee		50	179	23
To Trustee for Taxes, viz: 1961 State and County taxes ($148.76) - 6 months 21 days	80	05	80	05
To Trustee for Ground Rent, viz: Semi-annual ground rent ($42.00) due 11/9/61 - 3 months 19 days	25	43	25	43
To J. S. Gleason, Jr., Administrator of Veterans Affairs (successor in office to H. V. Higley), mortgagee - this balance on account mortgage claim	6,888	79	6,888	79
			7,400	00
Amount of mortgage claim filed	9,469	99		
Interest from 6/14/61 to 11/14/61 - 153 days @ 1.25066 per day	191	35		
	9,661	34		
Ground rent due 5/9/61 paid by mortgagee	42	00		
	9,703	34		
Cr. Amount allowed above	6,888	79		
Balance subject to decree in personam	2,814	55		

17

with

James W. Blackhurst, Trustee

Cr.

1961				
July	21	Proceeds of Sale	7,400 00	7,400 00
				7,400 00

ORDER NISI LIBER 134 PAGE 167

J. S. Gleason, Jr., Administrator of Veterans Affairs, successor in office to H. V. Higley

VERSUS

Wendell E. Norris

and

Dorothy J. Norris, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,445 Equity.

ORDERED, This 10th day of October, 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 20th 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 20th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of November, 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 21 PM 3:28

D. Brui Duckett

1961 OCT 10 PM 2:36

LIBER 134 PAGE 168

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,445 Equity
J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. HIGLEY
VERSUS
WENDELL E. NORRIS and DOROTHY J. NORRIS, his wife

Ordered, this 10th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of 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 20th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,445
Auditor Account

Wendell E. Norris,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED

No. M. G. 1961 NOV -6 AM 10:55

20

ADAM S. GREGORIUS, JR., Attorney named in Mortgage, Plaintiff

vs.

JOHN J. NOVAK and

LENA NOVAK, his wife, Defendants

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 14,500

LIBER 134 PAGE 169

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case, and file the attached mortgage dated January 2nd, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 606, folio 546, from John J. Novak and Lena Novak, his wife, to Saint Casimir's Building and Loan Association, Incorporated, marked "Plaintiff's Exhibit No. 1".

Adam S. Gregorius, Jr.

Adam S. Gregorius, Jr., Attorney
named in Mortgage

FILED

1961 JUL 24 AM 9:19

BUILDING ASSOCIATION MORTGAGE—C OR COUNTY—WITH CLAUSE—4: PETITIONER'S EXHIBIT No. 1

Equity No. 14,500

BOOK 606 PAGE 546

LIBER 134 PAGE 170

This Mortgage, Made this 2nd day of January

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

John J. Novak and Lena Novak, his wife,

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

Saint Casimir's Building and Loan Association, Incorporated,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors,

being member s of the said body corporate

ha ve received therefrom an advance of Three thousand---------- Dollars

on thirty share s of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

do grant unto the sais Mortgagee,

and its successors and assigns, all those lots

piece s or parcel s of ground situate and lying in the County aforesaid,

~~as presently known as Lots~~ known as Lots Nos. 1, 2, 3, and 4 in Section One in

~~and described as follows:~~ Block "G" as shown on Plat No. 3 of Manhattan Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book WNW No. 3, folio 7.

BEING the same lots of ground which by deed dated December 21st, 1949, and recorded among the Land Records of said County in Liber JHH No. 552, folio 79, were conveyed by John R. Dorsey and wife to the said Mortgagors, as to Lots No. 1 and 2.

BEING the same lots of ground which by deed of even date herewith, and intended to be recorded among the said Land Records immediately prior hereto, were conveyed by Madison and Bradford Streets Permanent Building Association, Inc. to the said Mortgagors, as to Lots Nos. 3 and 4.

FILED

1961 JUL 24 AM 9:19

2

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

TO HAVE AND TO HOLD the said lot s of ground and premises, unto the said Mortgagee, its successors and assigns, in fee simple. ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $, payable in equal semi-annual instalments on the days of and in each and every year.~~

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

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

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

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

WITNESS the hand s and seals of the said Mortgagors:

BOOK 606 PAGE 548

TEST:

Adam M. Jaworski

John J. Novak (SEAL)
John J. Novak

Lena E. Novak (SEAL)
Lena Novak

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 2nd day of January in the year one thousand nine hundred and fifty-one, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John J. Novak and Lena Novak, his wife, the Mortgagors, named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William Jasionowski, President of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

Adam M. Jaworski, Notary Public

Recorded: January 4, 1951 at 3 P.M.

LIBER 134 PAGE 172

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

ADAM S. GREGORIUS, JR., Attorney named in Mortgage, Plaintiff *vs.* JOHN J. NOVAK and LENA NOVAK, his wife, Defendants	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY No. 14,500 Equity Docket 19 Folio 427

LIBER 134 PAGE 173

Military Affidavit

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

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

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.

William Jasion
Affiant.

Subscribed and sworn to before me

this 18th day of July 1961.

A. Stephen Gregorius
Notary Public

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1961 JUL 24 AM 9:19

STATEMENT OF MORTGAGE CLAIM

ADAM S. GREGORIUS, JR., Attorney named in Mortgage, Plaintiff

vs.

JOHN J. NOVAK and

LENA NOVAK, his wife, Defendants

IN THE

CIRCUIT COURT

— OF —

BALTIMORE CITY

No. 14,500 Equity

LIBER 134 PAGE 174

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$3,000.00
Paid on account	320.52
Principal balance due	2,679.48
Interest, 4 months to 7/27/61	53.60
	2,733.08
Expense account, refund	11.18
Total amount due	2,721.90

Thomas Malanowski

Thomas Malanowski, Secretary

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

I HEREBY CERTIFY, That on this 17th day of July in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ COUNTY of Baltimore, personally appeared Thomas Malanowski, Secretary of Saint Casimir's Savings and Loan Association, Incorporated,

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.

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1961 JUL 24 AM 9 19

As witness my hand and Notarial Seal,

A. Stephen Gregorius

Notary Public.

6.

F. 21733 1/55

No. 14,500 Equity

LIBER 11 PAGE 77

LIBER 134 PAGE 175

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, Adam S. Gregorius, Jr., 607 Charles Street, Baltimore, 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 Three thousand - - - - - - - - - - - - - - - - - - -($3,000.00) - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of August, in the year of our Lord 1961

WHEREAS, the above bounden Adam S. Gregorius, Jr.

by virtue of the power contained in a mortgage from John J. Novak and Lena Novak, his wife to St. Casimir's Building & Loan Association Incorporated bearing date the 2nd day of January, 1951 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 606 Folio 546 and Adam S. Gregorius, Jr.

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 Adam S. Gregorius, Jr.

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

IN TESTIMONY WHEREOF, the above bounden Adam S. Gregorius, Jr.

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

E. J. Jasion

E. J. JASION

Adam S. Gregorius, Jr. [SEAL]

Adam S. Gregorius, Jr.

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch

Rose M. Bausch Attorney-in-fact

Attorney in fact

As to Surety

Mary F. Schoolden

Mary F. Schoolden

FILED

1961 AUG -7 AM 10:51

Bond approved this 7th day of August 1961

George J. Cromwell

ADAM S. GREGORIUS, JR., Attorney named in Mortgage, Plaintiff

vs.

JOHN F. NOVAK and

LENA NOVAK, his wife, Defendants

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity no. 14,500

LIBER 134 PAGE 176

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Adam S. Gregorius, Jr., Attorney named in mortgage dated January 2nd, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 606, folio 546, from the said John J. Novak and Lena Novak, his wife, to Saint Casimir's Building and Loan Association, Incorporated, which mortgage is filed in said cause pending, respectively shows:

That after giving bond with security, 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, the said Adam S. Gregorius, Jr., 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 25th day of August, 1961, at 2:00 PM, attend on the premises and then and there sold the fee simple property situated in Anne Arundel County known as Lots Nos. 3 and 4, Section One, Block G as shown on Plat No. 3 of Manhattan Beach, and being more particularly described in said mortgage and advertisement of sale.

By terms of sale, a cash deposit of $500.00 was required of the purchaser at time and place of sale.

The property was sold to ROBERT S. MINTZ and ELLA MAE MINTZ, his wife,---------- at and for the price of $3,300.00, in fee simple, said purchaser having been the highest bidder therefor.

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr., Attorney
named in Mortgage

FILED
1961 AUG 28 AM 9:42

8

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of August, 1961, before me, the undersigned Notary Public of the State and City aforesaid, personally appeared Adam S. Gregorius, Jr., 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 stated, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal:

James L. Otto
Notary Public

ORDER NISI

ADAM S. GREGORIUS, JR., Attorney named in Mortgage, Plaintiff

versus

JOHN F. NOVAK and LENA NOVAK, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,500 Equity

LIBER 134 PAGE 178

Ordered, this 28th day of August, 19 61, That the sale of the property in these proceedings mentioned made and reported by Adam S. Gregorius, Jr., Attorney named in Mortgage

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.

The report states that the amount of sale was $ 3,300.00.

Filed Aug. 28, 1961
True Copy,

George T. Cromwell Clerk.

TEST: George T. Cromwell Clerk.

(Final Order)

ADAM S. GREGORIUS, JR., Attorney named in Mortgage, Plaintiff

versus

JOHN F. NOVAK and LENA NOVAK, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of October, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Brian Duckett
JUDGE.

FILED

1961 OCT -3 PM 2:33

10

F. 21733 1/55

Eq. # 14,500

No. 14,500 Equity

MORTGAGEES OR ATTORNEYS BOND.

LIBER 134 PAGE 179

LIBER 11 PAGE 98

KNOW ALL MEN BY THESE PRESENTS, THAT we, Adam S. Gregorius, Jr., 607 Charles Street, Baltimore, 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 Three Hundred ----------(300.00)---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of August, in the year of our Lord 1961

WHEREAS, the above bounden Adam S. Gregorius, Jr.

by virtue of the power contained in a mortgage from John J. Novak and Lena Novak, his wife to St. Casimir's Building and Loan Association, Inc. bearing date the 2nd day of January, 1951 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 606 Folio 546 and Adam S. Gregorius, Jr.

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 Adam S. Gregorius, Jr.

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

IN TESTIMONY WHEREOF, the above bounden Adam S. Gregorius, Jr.

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

William Jasion
WILLIAM JASION

Adam S. Gregorius, Jr. [SEAL]
Adam S. Gregorius, Jr.

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

Carolyn Corder
Carolyn Corder

By C. O. Gray
C. O. Gray *Attorney in fact*

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

FILED
1961 SEP -5 AM 9:43

11 - additional

Attorney's Sale

VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power of sale contained in a mortgage from John J. Novak and Lena Novak, his wife, to Saint Casimir's Building and Loan Association, Incorporated, dated January 2nd, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 606, folio 546, (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Friday, August 25th, 1961 at 2:00 P.M.

All that fee simple lot of ground situated in Manhattan Beach, Anne Arundel County, being a lot of ground 50 feet by 200 feet, fronting on both Bennett Place and McCann Avenue, approx. 60 feet south of Community Road, and described as follows:

Being known as Lots Nos. 3 and 4, Section One, Block G as shown on Plat No. 3 of Manhattan Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book WNW No. 3, folio 7.

Subject to any restrictive covenants and utility agreements, of record, affecting said property.

The improvements thereon consist of a one story frame dwelling. TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, Sanitary district charges if any, and all other assessments and public charges to be adjusted to date of sale.

ADAM S. GREGORIUS, JR.
Attorney named in mortgage
E. T. NEWELL & CO., INC.,
Auctioneer.

No. M 1961

12

A-24

OFFICE OF 14,500

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 180

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed

Attorney's Sale

John J. Novak

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of August, 1961. The first insertion being made the 3rd day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

SEP -8 PM 4:10

By H. Tilghman

ADAM S. GREGORIUS, JR., ATTORNEY NAMED IN MORTGAGE, Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
JOHN F. NOVAK and	*	OF
LENA NOVAK, his wife, Defendants	*	ANNE ARUNDEL COUNTY

****

LIBER 134 PAGE 181

CERTIFICATION

E. T. NEWELL & COMPANY, INC. hereby certifies that on the 25th day of August, 1961, it sold at public auction for the highest price obtainable, to ROBERT S. MINTZ and ELLA MAE MINTZ, his wife, the property described as follows:

Being known and designated as Lots Nos. 3 and 4, Section One, Block G, as shown on Plat No. 3 of Manhattan Beach, Anne Arundel County, Maryland, being a lot of ground 50 feet by 200 feet, improved by a frame dwelling, at and for the price of thirty-three hundred ($3,300.00) dollars.

In Testimony whereof the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

John M. Miller, Jr., Vice-President

I hereby certify that I purchased the above described property at and for the price of thirty-three hundred ($3,300.00) dollars, and agree to abide by the terms of sale.

In testimony whereof the said purchaser has caused these presents to be signed and sealed this 25th day of August, 1961.

Robert S. Mintz (SEAL)

Ella Mae Mintz (SEAL)

FILED

1961 SEP 15 AM 9:39

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 182

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,500 Equity
ADAM S. GREGORIUS, JR., Attorney named in Mortgage
versus
JOHN F. NOVAK and LENA NOVAK, his wife

Ordered, this 28th day of August, 1961, That the sale of the property in these proceedings mentioned made and reported by Adam S. Gregorious, Jr., Attorney named in Mortgage 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.

The report states that the amount of sale was $3,300.00.

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 - Sale - Eq. 14,500

John F. Novak

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 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

No. M. G. 23078

By Marie Tate

14

In the Case of

Adam S. Gregorius, Jr.,
Attorney named in Mortgage
vs.
John J. Novak
and
Lena Novak, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,500 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. Fickling
Auditor.

October 13, 1961

FILED
1961 OCT 23 PM 12:02

Dr. in ac.

Adam S. Gregorius, Jr., Attorney named in Mortgage vs. John J. Novak and Lena Novak, his wife

To Attorney for Commissions, viz:	129	59	129	59
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	13	50	55	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	25	00		
National Surety Corp. - bond premiums	13	20		
E.T. Newell & Co.,Inc. -auctioneer's fee	134	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	3	85		
James L. Otto - notary fee		50	256	24
To St. Casimir's Building & Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	2,721	90		
Interest on principal balance of $2,679.48 from 7/27/61 to 11/21/61 - 3 months 25 days	51	35	2,773	25
To John J. Novak and Lena Novak, his wife - mortgagors - this balance	130	94	130	94
			3,345	02

16

with

Adam S. Gregorius, Jr., Attorney named in Mortgage

Cr.

1961						
Aug.	25	Proceeds of Sale	3,300	00		
		Interest on deferred payment of $2,800.00 to 10/5/61	19	61	3,319	61
		Refund 1961 State and County taxes- 4 months 6 days	25	41	25	41
					3,345	02

17

ORDER NISI

LIBER 134 PAGE 186

Adam S. Gregorius, Jr.,
Attorney named in Mortgage

VERSUS

John J. Novak

and

Lena Novak, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,500 Equity.

FILED
1961 OCT 23 PM 12:32

ORDERED, This 23rd day of October, 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 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 27th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of November, 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 28 PM 4:02

D Bowie Duckett

LIBER 134 PAGE 187

OFFIC 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. 14,500 Equity
Adam S. Gregorius, Jr., Attorney named in Mortgage
versus
JOHN J. NOVAK, and
LENA NOVAK, his wife

Ordered, this 23rd day of October, 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 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 27th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1961

We hereby certify, that the annexed Order Nisi - Rel. Acct. Eq. 14,500

John J. Novak

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 27 th day of November, 1961. The first insertion being made the 26 th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. 9M. C. NOV 13 PM 12:18

19

LIBER 134 PAGE 188

In the Matter of the	:	No. 14,518 Equity
Mortgaged Real Estate	:	In the Circuit Court
of NORRIS R. WARD and	:	for
AGNES E. WARD, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

Wm Townshend

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1961 JUL 31 AM 10:02

L 4782

LIBER 134 PAGE 189
BOOK 1417 PAGE 289

No. 14,518 Equity

Purchase Money
This Mortgage,

made this 18th day of August in the year one thousand nine hundred and sixty, between NORRIS R. WARD and AGNES E. WARD, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

TEN THOUSAND THREE HUNDRED FIFTY DOLLARS ----------($10,350.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of SEVENTY-FIVE DOLLARS ----------($75.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

(1) Beginning for the first on the North side of Ferdinand Avenue at the distance of 201.15 ft. Easterly from the Northeast corner of said Avenue and the Annapolis Boulevard and running thence on the North side of said Avenue South 77 3/4° East, 31.5 ft.; thence North 12¼° East, 200 ft.; thence North 77 3/4° West, 98.3 ft.; thence South 79° West, 17.8 ft. to intersect a line drawn parallel to and 200 ft. from the East side of said boulevard and thence on said line South 11° East, 209.6 ft. to the place of beginning.

BEING known and designated as Lot No. 46 on the plat of George T. Cromwell's land.

(2) BEGINNING for the second thereof - Being all that lot or part of a lot of ground situated in the Fifth Election District of Anne Arundel County - being the Westernmost 20 ft. of Lot No. 45 on an unrecorded plat of the property of George T. Cromwell, said lot hereby conveyed being situated between the property now owned by Jesse A. Medford and wife as conveyed to them by Benjamin F. Sheckels and wife by deed dated October 15, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 36, Folio 203 and the property conveyed by George T. Cromwell and wife to Harry H. Gates and wife by deed dated June 7, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 73, folio 202. The lot hereby conveyed fronting 20 ft. on the North side of Ferdinand Avenue with a uniform width of 20 ft. and a depth of 200 ft. adjoining the Easternmost side of the property conveyed to Jesse A. Medford and wife

FILED
1961 JUL 31 AM 10:02

3

by Benjamin F. Sheckels and wife as above mentioned.

BEING the same property conveyed to the within-named Mortgagors by Harold L. Emley and Fay V. Emley, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

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

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

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

William H. Smith

Norris R. Ward (SEAL)
Norris R. Ward

Agnes E. Ward (SEAL)
Agnes E. Ward

(SEAL)

4

5

LIBER 134 PAGE 192
BOOK 1417 PAGE 292

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of August, in the year one thousand, nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Norris R. Ward and Agnes E. Ward, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 William M. Townshend

NOTARY PUBLIC

My Commission expires

Rec'd for record Aug. 23, 1960 at 2:52 P.M.
Mailed to Wm. W. Townshend, Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

NORRIS R. WARD and
AGNES E. WARD, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 11.00

RECEIVED FOR RECORD ANNE ARUNDEL COUNTY
1960 AUG 23 PM 2:52
RECORDED IN LIBER G.L.C.
FOLIO 289
1417

LIBER 134 PAGE 193

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,518 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 24th day of July, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage

plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge, the defendants

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Norris R. Ward and Agnes E. Ward, his wife

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 24th day of July, 19 61.

Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

FILED
1961 JUL 31 AM 10:02

6.

LIBER 134 PAGE 194

In the Matter of the	:	No. 14,518	Equity
Mortgaged Real Estate	:	In the Circuit Court	
of Norris R. Ward and	:	for	
Agnes E. Ward, his wife	:	Anne Arundel County	
	:		

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Norris R. Ward and Agnes E. Ward, his wife, dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 289.		$10,350.00
Less total amount paid on account of principal.	$117.43	
Expense Account Overdrawn.	22.52	
		94.91
		$10,255.09
Plus Interest to August 22, 1961 . .	$344.58	
Plus Interest to September 26, 1961.	59.85	
		404.43
Amount of Mortgage Indebtedness		$10,659.52

Wm W Townshend

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of July, 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1961 JUL 31 AM 10:02

7.

LIBER 134 PAGE 195 No. 14,518 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South St.

Annapolis, Maryland

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Norris R. Ward and Agnes E. Ward, his wife, dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 289, default having occurred thereunder. the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, AUGUST 22, 1961

at 11:00 o'clock A.M.

ALL those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

(1) BEGINNING for the first on the North side of Ferdinand Avenue at the distance of 201.15 ft. easterly from the Northeast corner of said Avenue and the Annapolis Boulevard and running thence on the North side of said Avenue, South 77 3/4° East, 31.5 ft.; thence North 12¼° East, 200 ft.; thence North 77 3/4° West, 98.3 ft.; thence South 79° West, 17.8 ft. to intersect a line drawn parallel to and 200 ft. from the East side of said boulevard and thence on said line South 11° East, 209.6 ft. to the place of beginning. Being known and designated as Lot No. 46 on the plat of George T. Cromwell's land.

(2) BEGINNING for the second thereof - Being all that lot or part of a lot of ground situated in the Fifth Election District of Anne Arundel County - being the Westernmost 20 ft. of Lot No. 45 on an unrecorded plat of the property of George T. Cromwell, said lot hereby conveyed being situated between the property now owned by Jesse A. Medford and wife as conveyed to them by Benjamin F. Sheckels and wife by deed dated October 15, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 36, Folio 203 and the property conveyed by George T. Cromwell and wife to Harry H. Gates and wife by deed dated June 7, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 73, Folio 202. The lot hereby conveyed fronting 20 ft. on the North side of Ferdinand Avenue with a uniform width of 20 ft. and a depth of 200 ft. adjoining the Easternmost side of the property conveyed to Jesse A. Medford and wife by Benjamin F. Sheckels and wife as above mentioned.

BEING the same property conveyed to Norris R. Ward and Agnes E. Ward, his wife, by Harold L. Emley and Fay V. Emley, his wife, by deed dated August 18, 1960 and recorded among the Land Records of

FILED
1961 JUL 31 AM 10:02

Anne Arundel County in Liber G.T.C. 1417, Folio 287.

The above property is improved by a two story frame dwelling with modern conveniences. Improvements known as 2 Ferdinand Avenue, Ferndale, Glen Burnie, Maryland.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

--- -

Maryland Gazette: July 27th and
August 3rd, 10th and 17th, 1961

Please send 25 handbills

FILED

1961 JUL 31 AM 10:02

9

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 11 PAGE 86

LIBER 134 PAGE 197

BOND NO. 339056 Equity No. 14,518

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND AND NO/100 ($11,000.00) - DOLLARS - current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 14th day of August, 1961.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Norris R. Ward and Agnes E. Ward, his wife, to the United Federal Savings & Loan Association, bearing date on or about the 18th day of August, 1960, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Eleanor M. Dollar
Eleanor M. Dollar

William W. Townshend (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

S. Alvey
S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY R. H. Nichols
R. H. Nichols, Attorney-in-Fact

Bond approved this 16th day of August, 1961
George T. Cromwell, Clerk

FILED

1961 AUG 16 AM 10:58

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

LIBER 134 PAGE 198

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Norris R. Ward and Agnes E. Ward, his wife, dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 289, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, August 22nd, 1961

At 11:00 O'clock A.M.

ALL those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland and described as follows:

(1) BEGINNING for the first on the North side of Ferdinand Avenue at the distance of 201.15 ft. easterly from the Northeast corner of said Avenue and the Annapolis Boulevard and running thence on the North side of said Avenue, South 77¾° East, 31.5 ft.; thence North 12¼° East, 200 ft.; thence North 77¾° West, 98.3 ft.; thence 79° West, 17.8 ft. to intersect a line drawn parallel to and 200 ft. from the East side of said boulevard and thence on said line South 11° East, 209.6 ft. to the place of beginning. Being known and designated as Lot No. 46 on the plat of George T. Cromwell's land.

(2) BEGINNING for the second thereof—Being all that lot or part of a lot of ground situated in the Fifth Election District of Anne Arundel County — being the Westernmost 20 ft. of Lot No. 45 on an unrecorded plat of the property of George T. Cromwell, said lot hereby conveyed being situated between the property now owned by Jesse A. Medford and wife as conveyed to them by Benjamin F. Sheckels and wife by deed dated October 15, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 36, Folio 203 and the property conveyed by George T. Cromwell and wife to Harry H. Gates and wife by deed dated June 7, 1930 and recorded among the Land Records of Anne Arundel in Liber F.S.R. 73, Folio 202. The lot hereby conveyed fronting 20 ft. on the North side of Ferdinand Avenue with a uniform width of 20 ft. and a depth of 200 ft. adjoining the Easternmost side of the property conveyed to Jesse A. Medford and his wife by Benjamin F. Sheckels and wife as mentioned.

BEING the same property conveyed to Norris R. Ward and Agnes E. Ward, his wife, by Harold L. Emley and Fay V. Emley, his wife, by deed dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 287.

The above property is improved by a two story frame dwelling with modern conveniences. Improvements known as 2 Ferdinand Avenue, Ferndale, Glen Burnie, Maryland.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1961 AUG 28 PM 1:46

Annapolis, Maryland
August 22, 1961

LIBER 134 PAGE 199

I hereby certify that I have this twenty-second day of August, 1961, sold the property described on the reverse hereof unto United Federal Savings and Loan Association of Glen Burnie, Maryland,
at and for the sum of nine thousand dollars ($9,000.00)
being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this twenty-second day of August 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of nine thousand dollars ($9,000.00)

and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

By: Wilmer M. Johnson, President

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1961 AUG 28 PM 1:46

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
NORRIS R. WARD and	:	ANNE ARUNDEL COUNTY
AGNES E. WARD, his wife	:	NO. 14518 EQUITY
	:	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Norris R. Ward and Agnes E. Ward, his wife, dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1417, folio 289, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, August 22, 1961 at 11:00 o'clock A.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate, at and for the sum of Nine Thousand Dollars ($9,000.00), being at that figure the highest bidder therefor, said property described as follows:

(1) BEGINNING for the first on the North side of Ferdinand Avenue at the distance of 201.15 ft. easterly from the

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1961 AUG 28 PM 1:46

13

Northeast corner of said Avenue and the Annapolis Boulevard and running thence on the North side of said Avenue, South 77 3/4° East, 31.5 ft,; thence North 12 1/4° East, 200 ft.; thence North 77 3/4° West, 98.3 ft.; thence 79° West, 17.8 ft. to intersect a line drawn parallel to and 200 ft. from the East side of said boulevard and thence on said line South 11° East, 209.6 ft. to the place of beginning. Being known and designated as Lot No. 46 on the plat of George T. Cromwell's land.

(2) BEGINNING for the second thereof-Being all that lot or part of a lot of ground situated in the Fifth Election District of Anne Arundel County - being the Westernmost 20 ft. of Lot No. 45 on an unrecorded plat of the property of George T. Cromwell, said lot hereby conveyed being situated between the property now owned by Jesse A. Medford and wife as conveyed to them by Benjamin F. Sheckels and wife by deed dated October 15, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 36, Folio 203 and the property conveyed by George T. Cromwell and wife to Harry H. Gates and wife by deed dated June 7, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 73, Folio 202. The lot hereby conveyed fronting 20 ft. on the North side of Ferdinand Avenue with a uniform width of 20 ft. and a depth of 200 ft. adjoining the Easternmost side of the property conveyed to Jesse A. Medford and his wife by Benjamin F. Sheckels and wife as mentioned,

BEING the same property conveyed to Norris R. Ward and Agnes E. Ward, his wife, by Harold L. Emley and Fay V. Emley, his wife, by deed dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 287.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement

14

to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

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

I HEREBY CERTIFY, that on this 23rd day of August, 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforesaid Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Dorothy P. McNew, Notary Public

15

ORDER NISI

LIBER 134 PAGE 203

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

~~versus~~

NORRIS R. WARD and

AGNES E. WARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,518 Equity

Ordered, this 28th day of August, 1961, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage.

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

The report states that the amount of sale was $ 9,000.00

Filed August 28, 1961
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

~~versus~~

NORRIS R. WARD and

AGNES E. WARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3rd day of October, 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 OCT -3 PM 2:33

16.

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building [illegible]uth St.
Annapolis, Mar[illegible]d

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Norris R. Ward and Agnes E. Ward, his wife, dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 289, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Aug. 22, 1961 at 11:00 o'clock A. M.

ALL those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

(1) BEGINNING for the first on the North side of Ferdinand Avenue at the distance of 201.15 ft. easterly from the Northeast corner of said Avenue and the Annapolis Boulevard and running thence on the North side of said Avenue, South 77¾ degrees East, 31.5 ft.; thence North 12¼ degrees East, 200 ft.; thence North 77¾ degrees West, 98.3 ft.; thence South 79 degrees West, 17.8 ft. to intersect a line drawn parallel to and 200 ft. from the East side of said boulevard and thence on said line South 11 degrees East, 209.6 ft. to the place of beginning. Being known and designated as Lot No. 46 on the plat of George T. Cromwell's land.

(2) BEGINNING for the second thereof — Being all that lot or part of a lot of ground situated in the Fifth Election District of Anne Arundel County — being the Westernmost 20 ft. of Lot No. 45 on an unrecorded plat of the property of George T. Cromwell, said lot hereby conveyed being situated between the property now owned by Jesse A. Medford and wife as conveyed to them by Benjamin F. Sheckels and wife by deed dated October 15, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 36, Folio 203 and the property conveyed by George T. Cromwell and wife to Harry H. Gates and wife by deed dated June 7, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 73, Folio 202. The lot hereby conveyed fronting 20 ft. on the North side of Ferdinand Avenue with a uniform width of 20 ft. and a depth of 200 ft. adjoining the Easternmost side of the property conveyed to Jesse A. Medford and wife by Benjamin F. Sheckels and wife as above mentioned.

BEING the same property conveyed to Norris R. Ward and Agnes E. Ward, his wife, by Harold L. Emley and Fay V. Emley, his wife, by deed dated August 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, Folio 287.

The above property is improved by a two story frame dwelling with modern conveniences. Improvements known as 2 Ferdinand Avenue, Ferndale, Glen Burnie, Maryland.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser of purchasers at time and place of sale; balance or purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

A-17

No. 17

OFFICE OF 14,518

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 204

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed Attorney's Sale

Norris R. Ward

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 August, 1961. The first insertion being made the 27th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By Nellie Cate

1961 AUG 30 PM 1:57

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 205

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,518 Equity
IN THE MATTER OF THE MORGAGED REAL ESTATE OF NORRIS R. WARD and AGNES E. WARD, his wife

Ordered, this 28th day of August, 1961, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $9,000 00.

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 Sale

Eq 14,518

Norris R. Ward

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 October, 1961. The first insertion being made the 31st day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED

1961 SEP 28 PM 12:36

No. M. G. 23077

18

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
Norris R. Ward
and
Agnes E. Ward, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,518 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jickling
Auditor

October 23, 1961

FILED

1961 OCT 23 PM 3:38

19

Dr. In the Matter of the Mortgaged Real Estate of Norris R. Ward and Agnes E. Ward, his wife

in ac.

To Attorney for Commissions, viz:	300	00		
To Attorney for Fee, viz:	100	00	400	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	98	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	08		
New Amsterdam Casualty Co.-bond premium	44	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	9	90		
Dorothy P. McNew - notary fees	1	50	243	43
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	8,361	40	8,361	40
			9,056	33
Amount of mortgage claim filed	10,659	52		
Interest on principal balance of $10,255.09 @ 6% from 9/26/61 to 11/26/61- 2 months	102	55		
	10,762	07		
Cr. Amount allowed above	8,361	40		
Balance subject to decree in personam	2,400	67		

20

with

William W. Townshend, Jr., Attorney named in Mortgage Cr.

1961						
Aug.	22	Proceeds of Sale	9,000	00	9,000	00
		Refund 1961 State and County taxes ($156.14) - 4 months 9 days	56	33	56	33
					9,056	33

2/

1961 OCT 23 PM 3:38

FILED

ORDER NISI

LIBER 134 PAGE 209

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Norris R. Ward and Agnes E. Ward, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,518 Equity.

ORDERED, This 23rd day of October, 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 27th 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 27th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of November, 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 28 PM 4:01

D. Bowie Duckett

22

LIBER 134 PAGE 210

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. 14,518 Equity
In the Matter of the Mortgaged Real Estate of
NORRIS R. WARD and
AGNES E. WARD, his wife

Ordered, this 23rd day of October, 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 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 27th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
N-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1961

We hereby certify, that the annexed

Order Nisi - Circuit Court Eq. 14,518

Norris R. Ward

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 27th day of November, 1961. The first insertion being made the 26th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23765 1961 NOV 15 PM 12: 18 By Marie Tate

23

LIBER 134 PAGE 211

IN RE: THE MORTGAGED REAL ESTATE OF JOHN H. HARRIS and MARY E. HARRIS, his Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	Equity No. 14313

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage and docket this foreclosure suit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Colonial 3-3957
Attorney for Purposes of Foreclosure

LIBER 134 PAGE 212

assign

Received for Record 30 of Dec 1949 at 10-4 o'clock A.M. and the same day recorded in Liber J.H.H. F.S.R. No. 96 Fol. 18, Land Records of Anne Arundel County

John H. Harris

No. 14,313 E.T.

MORTGAGE FEE—COUNTY.

This Mortgage, Made this 16th day of January in the year nineteen hundred and thirty-two by and between JOHN H. HARRIS and MARY E. HARRIS, his wife Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and ELIZA J. JOYCE of said County and State Mortgagee, of the second part, witnesseth,

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of one thousand dollars ($1000.00), for the payment whereof three years after date the parties of the first part have passed to the party of the second part, their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum, the parties of the first part have also passed to the party of the second part their six other promissory notes of even date herewith, each for the sum of thirty dollars ($30.00) and payable at intervals of six months each, and

WHEREAS, the parties of the first part hereby covenant and agree with the party of the second part that the money now borrowed is to be used in the erection upon the property hereby conveyed of a dwelling house to cost not less than Six hundred dollars ($600.00) and a failure to apply the money as herein agreed shall be considered a default under this mortgage. Whereas the execution of these presents to secure the payment of said notes was a condition precedent hereto.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all the following lots or parcels of ground situate and lying in 2nd Election District of said County, and described as follows:

1st. All that lot of ground containing 27,012 square feet of land, more or less, being designated as Lot No. 6 as awarded to John Harris, party of the first part, in Equity cause No. 2137, Cornelius Harris, et al, vs. Elizabeth Harris, et al, June 16th, 1902, Circuit Court for Anne Arundel Co.

2nd. All that lot of ground containing 16,335 square feet of land, more or less, which is fully and particularly described in the deed thereof from George L. Pendleton, Trustee, to John H. Harris, party of the first part, dated September 16th, 1905, recorded in Liber G.W. No. 46, folio 115 of the Land Records of Anne Arundel County.

3rd. All that lot of ground containing 16,335 square feet of land,

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more or less, which is fully described in the deed thereof from Mary E. Harris, single, to John H. Harris, party of the first part, dated September 19th, 1905, recorded among said Land Records in Liber G.W. No. 46, folio 302.

The three aforementioned lots of ground having been conveyed to John H. Harris and wife, as tenants by entireties thereof, by deed from James M. Munroe, Trustee, recorded among said Land Records in Liber W.N.W. No. 10, folio 259.

4th. All that tract of land which is fully and particularly described in the deed thereof to the parties of the first part from William Harrod and wife, dated March 17th, 1920, recorded among said Land Records in Liber W.N.W. No. 17, folio 87, containing 3.85 acres, excepting nevertheless, 1.92 acres thereof heretofore conveyed by the parties of the first part to Robert Hasty and wife by deed recorded in Liber W.M.B. No. 18, folio 96 of said Land Records, leaving in the tract hereby conveyed 1.93 acres of land, more or less.

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

TO HAVE AND TO HOLD the aforesaid parcel s of ground and premises unto and to the proper use and benefit of said Mortgagee - - - - - - - - - - - - - her heirs and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor s - their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One thousand ($1000.00) - - - - - - - - - - - - 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 and for 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 or in any part of 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 - her personal representatives or assigns, or James M. Munroe - 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 any pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in - - - Anne Arundel county, and such other notice as by the said Mortgagee, her - - - - - - - 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 ($50.00) - - - - 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, her personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their - - - - - - - personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves and 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 commissions the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her - - - - - - - personal representatives or assigns, or James M. Munroe - - - - - - - - - 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 the said Mortgagors - for themselves and for 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, her - - - - - personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand ($1000.00) - - - - - - - - - - - - - - - - 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, her - - - - personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her - - - - - personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

M. Elizabeth Brown

John H. Harris (SEAL)

Mary E. Harris (SEAL)

(SEAL)

(SEAL)

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LIBER 134 PAGE 215

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 16th day of January in the year nineteen hundred and thirty-two before me, the subscriber, Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN H. HARRIS and MARY E. HARRIS, his wife the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JAMES M. MUNROE, Agent and Attorney 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 the Agent and Attorney of said Mortgagee and duly authorized to make this affidavit.

As witness my hand and seal Notarial.

Mary Elizabeth Brown
Notary Public

FOR VALUE RECEIVED, we hereby assign the within mortgage and the debt secured thereby to Thomas A. Smith, Sr. and Sarah E. Smith, his wife.

WITNESS our hands and seals this 20th day of December in the year nineteen hundred and forty-nine.

WITNESSES:

Gladys Joyce Brady
R. Tilghman Brice, III
R. Tilghman Brice, III

J. Mortimer Joyce (SEAL)
Mary Joyce Bell (SEAL)
Gladys Joyce Brady (SEAL)

MORTGAGE

FROM
JOHN H. HARRIS
MARY E. HARRIS, wife
TO
ELIZA J. JOYCE

Received for Record 18 Jan., 1932
at 9 o'clock A. M. Same day recorded
in Liber E.H.R. No. 96 Folio 16 &c.,
one of the Land Records
of A.A. Co.
and examined per
Frank Munroe, Clerk.
Cost of Record, $ 3.75 Paid.

The Daily Record Co. Print, Baltimore, Md.

File in Eq. # 14813

Received for Record 8 day of May 1935 at 1-30 o'clock P.M. and same day recorded in Liber E.S.R. No. 96 Fol. 18 Land Records of Anne Arundel County,
Frank Munroe, Clerk.

WITNESS:

Gladys J. Brady

Administrator c.t.a. of the Estate of Eliza J. Joyce. (SEAL)

For value received, the within mortgage is hereby assigned to J. Mortimer Joyce, Mary Joyce Bell, and Gladys Joyce Brady, as tenants in common, (See order of Orphans Court for Anne Arundel County, dated December 2, 1935.)

Recorder

January 8th, 1936

LIBER 134 PAGE 216 April 5, 1961

FOR VALUE RECEIVED, we hereby assign and transfer the within mortgage unto C. Maurice Weidemeyer, Attorney, for purposes of foreclosure.

Witness:

Mary Harrison

Mary Harrison

Thomas A. Smith Jr (SEAL)

Warren W. Smith (SEAL)

Executors of Estate of Thomas A. Smith, Sr., Deceased

Thomas A. Smith, Jr

Warren W. Smith.

Cancel

1961 APR -5 AM 11:22

Cost

LIBER 134 PAGE 217

IN RE: THE MORTGAGED REAL ESTATE OF JOHN H. HARRIS and MARY E. HARRIS, his Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 14,313

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 THOMAS A. SMITH, Jr., and WARREN W. SMITH, Executors of the Estate of Thomas A. Smith, Sr., and made oath in due form of law that the mortgagors herein, John H. Harris and Mary E. Harris, his wife, are both deceased, and have been so deceased for several years, that they are not fully informed as to all of the persons who might be fully considered as among the heirs at law of the said John H. Harris and Mary E. Harris, his wife, and therefore can make no averment as to military status, but as to such of them as they know and recognize as possible heirs of John H. Harris and Mary E. Harris, his wife, they are not in the military service.

Thomas A. Smith Jr.
Thomas A. Smith, Jr.

Warren W. Smith
Warren W. Smith
Executors of the Estate of Thomas A. Smith, Sr.

Subscribed and sworn to before me this 5th day of April, 1961.

Mary Harrison
Mary Harrison - Notary Public

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LIBER 134 PAGE 218

IN RE: THE MORTGAGED REAL ESTATE of JOHN H. HARRIS and MARY E. HARRIS, his Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 14,313

STATEMENT OF ACCOUNT

Original amount of Mortgage dated January 16, 1932, ($1,000.00), less credit June 20, 1945 ($601.56), leaving a balance due on June 20, 1945 of--------		$ 398.44
Interest, repairs, taxes and insurance, June 20, 1945, to July 14, 1959 (date of death of Thomas A. Smith, Sr.)----------	$1,824.31	
Less credit for rent collected 3/31/59	20.00	
		1,804.31
		$ 2,202.75
Interest on $2,202.75 from July 14, 1959 to March 11, 1960----------		66.06
Insurance paid March 11, 1960----------		10.00
Electrical repairs----------		27.00
Carpentry repairs----------		41.00
		$2,346.81
Less credit for rents collected----------		523.00
Balance now due----------		$1,823.81

Thomas A. Smith, Jr.

Warren W. Smith

Warren W. Smith
Executors of Estate of Thomas A. Smith, Sr., Deceased

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

Thomas A. Smith and Warren W. Smith, being first duly sworn and on oath depose and say that they have read the foregoing Statement of Account by them subscribed, and verily believe the same to be true.

WITNESS my hand and Notarial Seal this 5th day of April, 1961

Mary Harrison

Mary Harrison - Notary Public

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G 22056

LIBER 134 PAGE 219
LIBER 10 PAGE 556

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #14,313

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, C. Maurice Weidemeyer as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000.00) - - - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of April, 19 61.

WHEREAS by virtue of a power of sale contained in a Mortgage from John H. Harris and Mary E. Harris to Eliza J. Joyce - , bearing date on or about the 16th day of January, 19 32, the said C. Maurice Weidemeyer as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said C. Maurice Weidemeyer as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Bond approved this 6th day of April, 1961

WITNESS:

George T. Cromwell, Clerk

Ethel M. Carle

Ethel M. Carle

C. Maurice Weidemeyer (SEAL)

C. Maurice Weidemeyer PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins

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

SURETY

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1961 APR -6 PM 2:14

8

GEORGE W. SCIBLE, Auctioneer

C. MAURICE WEIDEMEYER
Attorney
236 Main Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from John H. Harris and Mary E. Harris, his wife, dated January 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 16, default having occurred thereunder, the undersigned Attorney, Assignee for purpose of foreclosure, will offer for sale at Public Auction at the Court House door, Church Circle, Annapolis, Maryland, on

MONDAY, MAY 15, 1961

AT 11:00 O'CLOCK A.M.

All those four lots or parcels of ground situate, lying and being at Best Gate, in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

1. Lot No. 6, containing 27,000 sq. ft., more or less, as shown on a plat prepared by Louis Green, County Surveyor, which said plat is filed in the case of Cornelius Harris, et al., vs. Elizabeth Harris, et al., (Eq. No. 2137, Circuit Court for Anne Arundel County), said lot or parcel appearing as parcel No. One in said mortgage.

2. Lot No. 1, containing 16,335 sq. ft., more or less, as shown on the aforementioned plat filed as hereinbefore set forth, said lot or parcel appearing as parcel No. 2 in said mortgage.

3. Lot No. 5, containing 16,335 sq. ft., more or less, as shown on the aforementioned plat filed as hereinbefore set forth, said lot or parcel appearing as parcel No. 3 in said mortgage.

Said lot Nos. 6, 1 and 5 being the same lots or parcels of ground, which by deed dated April 21, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 10, folio 259, were granted and conveyed by James M. Munroe, Trustee, to John H. Harris and Mary E. Harris, his wife.

4. One-third acre, more or less, immediately south of the aforesaid Lot No. 1, appearing as parcel No. 4 in the said mortgage.

Being the same lot or parcel of ground, which by deed dated March 17, 1920, and recorded among the aforesaid Land Records in Liber W.N.W. No. 17, folio 87, was granted and conveyed by William Harrod and Harriet Anne Harrod, his wife, to John H. Harris and Mary Harris, his wife, saving and excepting therefrom the two following parcels:

(a) That 1.9 acre tract, more or less, which by deed dated Nov. 21, 1925 and recorded among the aforesaid Land Records in Liber W.M.B. No. 18, folio 96, was conveyed by John H. Harris and Mary E. Harris, his wife, to Robert Hasty and Florence Hasty, his wife.

(b) That 1.592 acre tract, more or less, which by deed dated June 15, 1945 and recorded as aforesaid in Liber J.H.H. No. 32, folio 399, was conveyed by Mary E. Harris, widow, et al., to Wilson Smothers and Marguerite Smothers, his wife, and released from the force and effect of the mortgage herein.

IMPROVEMENTS: Improved by a dwelling house in poor condition located on ~~Lot No. 6, which is~~ Parcel No. 4, herein.

TERMS OF SALE: A deposit of $300.00 cash will be required of purchaser at time and place of sale. Balance to bear interest at 6 percent to time of settlement or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

C. MAURICE WEIDEMEYER
Assignee for purpose of foreclosure
236 Main St., Annapolis, Md.
COlonial 3-3957

FILED

1961 MAY 16 PM 3:43

10

AUCTIONEER'S CERTIFICATE

I, George W. Scible, Auctioneer, hereby certify that on Monday, May 15, 1961, at 11?00 A.M., at the Court House Door, Annapolis, I did sell the property shown on the reverse side hereof to Thomas A. Smith, Jr., Warren W. Smith, and George V. Shelton, at and for the sum of $2,350.00, they being then and there the highest bidder therefor, and I do certify that the sale was well attended, that bidding was very competitive, and that said property was sold for the best price obtainable.

Date: May 15, 1961

George W. Scible, Auctioneer

PURCHASER's AGREEMENT

We, the undersigned, Thomas A. Smith, Jr., Warren W. Smith, and George V. Shelton, having purchased the property shown on the reverse side hereof, and having paid the aforesaid deposit of $300.00, do hereby agree to comply with the terms of sale as shown on the reverse side hereof.

Thomas A. Smith, Jr.

Date: May 15, 1961

Warren W. Smith

George V. Shelton

RECEIPT

Received of Thomas A. Smith, Jr., Warren W. Smith and George V. Shelton, the sum of $300.00, as deposit on the property shown on the reverse side hereof, the total bid for the property being $2,350.00.

Date: May 15, 1961

C. Maurice Weidemeyer, Assignee for Purpose of Foreclosure

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1961 MAY 16 PM 3:43

LIBER 134 PAGE 223

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN H. HARRIS and MARY E. HARRIS, his Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 14,313

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Report of Sale of C. Maurice Weidemeyer, Assignee for purposes of foreclosure of the mortgage filed herein, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from John H. Harris and Mary E. Harris, his wife, to Eliza J. Joyce, dated January 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 96 at folio 16, which said mortgage was subsequently assigned by J. Burch Joyce, Administrator c.t.a. of the Estate of Eliza J. Joyce, to J. Mortimer Joyce, Mary Bell, Gladys Joyce Brady, and by them short assigned to Thomas A. Smith, Sr., and Sarah E. Smith, his wife; that Sarah E.Smith predeceased Thomas A. Smith, Sr.,who has since departed this life; and said mortgage having been assigned by Thomas A. Smith, Jr. and Warren W. Smith, Executors under the Last Will and Testament of Thomas A. Smith, Sr., to Assignee herein for purposes of foreclosure, default having occurred under said mortgage, and after having given bond with security as required by law, and after having given due notice of the time and place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, for more than three successive weeks, and also by giving notice by printed handbills posted at the Court House door, distributed by hand throughout the County, and by mail, and by posting of said

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handbill notice on the property itself, and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House door, Annapolis, Maryland, on Monday, May 15, 1961, at 11 o'clock, A.M., and then and there sold the said property to Thomas A. Smith, Jr., Warren W. Smith and George V. Shelton, at and for the sum of Two Thousand Three Hundred Fifty Dollars ($2,350.), they being at that figure the highest bidder therefor, said property being the following described property:

All those four lots or parcels of ground situate, lying and being at Best Gate, in the Second Election District of Anne Arundel County, State of Maryland, as follows:

1. Lot No. 6, containing 27,000 sq. ft., more or less, as shown on a plat prepared by Louis Green, County Surveyor, which said plat is filed in the case of Cornelius Harris, et al., vs. Elizabeth Harris, et al., (Eq.No. 2137, Circuit Court for Anne Arundel County), said lot or parcel appearing as parcel No. One in said mortgage.

2. Lot No. 1, containing 16,335 sq.ft., more or less, as shown on the aforementioned plat filed as hereinbefore set forth, said lot or parcel appearing as parcel No. 2 in said mortgage.

3. Lot No. 5, containing 16,335 sq.ft., more or less, as shown on the aforementioned plat filed as hereinbefore set forth, said lot or parcel appearing as parcel No. 3 in said mortgage.

Said lot Nos. 6, 1 and 6 being the same lots or parcels of ground, which by deed dated April 21, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 10, folio 259, were granted and conveyed by James M. Munroe, Trustee, to John H. Harris and Mary E. Harris, his wife.

4. One-third acre, more or less, immediately south of the aforesaid Lot No. 1, appearing as parcel No. 4 in the said mortgage.

Being the same lot or parcel of ground, which by deed dated March 17, 1920, and recorded among the aforesaid Land Records in Liber W.N.W.No. 17, folio 87, was granted and conveyed by William Harrod and Harriet Anne Harrod, his

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wife, to John H. Harris and Mary Harris, his wife, saving and excepting therefrom the two following parcels:

(a) That 1.9 acre tract, more or less, which by deed dated Nov. 21, 1925 and recorded among the aforesaid Land Records in Liber W.M.B. No. 18, folio 96, was conveyed by John H. Harris and Mary E. Harris, his wife, to Robert Hasty and Florence Hasty, his wife.

(b) That 1.592 acre tract, more or less, which by deed dated June 15, 1945 and recorded as aforesaid in Liber J.H.H.No. 32, folio 399, was conveyed by Mary E. Harris, widow, et al., to Wilson Smothers and Marguerite Smothers, his wife, and released from the force and effect of the mortgage herein.

The said Assignee further reports that the improvements on the property are in very poor condition and were considered of little or no value, and although the advertisement erroneously stated that the improvements were located on "Lot 6" which is Parcel No. One herein", it was clearly stated at the auction sale that the improvements were actually located on Parcel No. 4 so that no one could be mistaken in this regard.

And the said Assignee further reports that he has received from the purchasers a deposit in the amount of Three Hundred Dollars ($300.), in accordance with the terms of sale which were advertised as follows:

"A deposit of $300.00 cash will be required of purchaser at time and place of sale. Balance to bear interest at 6 percent to time of settlement or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed."

Attached hereto and prayed to be considered as a part hereof is a copy of the handbill printed and circulated as aforesaid, on the reverse side of which is contained the following: (a) Certificate of auctioneer, (b) Agreement of Purchasers, and (c) Receipt for Deposit.

C. Maurice Weidemeyer
Assignee for Purposes of Foreclosure

13

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 C. MAURICE WEIDEMEYER, the assignee named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Harrison

Mary Harrison - Notary Public

14

ORDER NISI

LIBER 134 PAGE 227

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF JOHN H. HARRIS AND

MARY E. HARRIS, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,313 Equity

Ordered, this 16th day of May, 19 61, That the sale of the Property in these proceeding mentioned made and reported by C. Maurice Weidemeyer, Assignee

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 $ 2,350.00

George T. Cromwell Clerk.

True Copy,

FILED
1961 MAY 16 PM 3:43

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF JOHN H. HARRIS AND

MARY E. HARRIS, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 29th day of June, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew J. Evans
JUDGE.

FILED

1961 JUN 29 PM 3:18

15

C. MAURICE WEIDEMEYER
Attorney
236 Main Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from John H. Harris and Mary E. Harris, his wife, dated January 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 16, default having occurred thereunder, the undersigned Attorney, Assignee for purpose of foreclosure, will offer for sale at Public Auction at the Court House door, Church Circle, Annapolis, Maryland, on

Monday, May 15, 1961 at 11:00 o'clock, A.M.

All those four lots or parcels of ground situate, lying and being at Best Gate, in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

1. Lot No. 6, containing 27,000 sq. ft., more or less, as shown on a plat prepared by Louis Green, County Surveyor, which said plat is filed in the case of Cornelius Harris, et al., vs. Elizabeth Harris, et al., (Eq. No. 2137, Circuit Court for Anne Arundel County), said lot or parcel appearing as parcel No. One in said mortgage.

2. Lot No. 1, containing 16,335 sq. ft., more or less, as shown on the aforementioned plat filed as hereinbefore set forth, said lot or parcel appearing as parcel No. 2 in said mortgage.

3. Lot No. 5, containing 16,335 sq. ft., more or less, as shown on the aforementioned plat filed as hereinbefore set fourth, said lot or parcel appearing as parcel No. 3 in said mortgage.

Said lot Nos. 6, 1 and 5 being the same lots or parcels of ground, which by deed dated April 21, 1919 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 10, folio 259, were granted and conveyed by James M. Munroe, Trustee, to John H. Harris and Mary E. Harris, his wife.

16

4. One-third acre, more or less, immediately south of the aforesaid Lot No. 1, appearing as parcel No. 4 in the said mortgage.

Being the same lot or parcel of ground, which by deed dated March 17, 1920, and recorded among the aforesaid Land Records in Liber W.N.W. No. 17, folio 87, was granted and conveyed by William Harrod and Harriet Anne Harrod, his wife, to John H. Harris and Mary Harris, his wife, saving and excepting therefrom the two following parcels:

OFFIC OF 14,313

Maryland Gazette

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

LIBER 134 PAGE 228

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16, 1961.

We hereby certify, that the annexed

Attorney's Sale

John H. Harris

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of May, 1961. The first insertion being made the 20th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 MAY 17 AM 9:50

H. Tilghman

(a) That 1.9 acre tract, more or less, which by deed dated Nov. 21, 1925 and recorded among the aforesaid Land Records in Liber W.M.B. No. 18, folio 96, was conveyed by John H. Harris and Mary E. Harris, his wife, to Robert Hasty and Florence Hasty, his wife.

(b) That 1.592 acre tract, more or less, which by deed dated June 15, 1945 and recorded as aforesaid in Liber J.H.H. No. 32, folio 399, was conveyed by Mary E. Harris, widow, et al., to Wilson Smothers and Marguerite Smothers, his wife, and released from the force and effect of the mortgage herein.

IMPROVEMENTS: Improved by a dwelling house in poor condition located on Lot No. 6, which is Parcel No. 1, herein.

TERMS OF SALE: A deposit of $300.00 cash will be required of purchaser at time and place of sale. Balance to bear interest at 6 per cent to time of settlement or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

C. Maurice Weidemeyer
Assignee for purpose of foreclosure
236 Main Street
Annapolis, Md.
CO. 3-3957

GEORGE W. SCIBLE
Auctioneer

M-11

LIBER 134 PAGE 229

OFFICE

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 230

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,313 EQUITY

In The Matter of the Mortgaged Real Estate of JOHN H. HARRIS and MARY E. HARRIS, his wife

Ordered, this 16th day of May, 1961, That the sale of the Property in these proceeding mentioned made and reported by C. Maurice Weidemeyer, Assignee 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 $2,350.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,313

John H. Harris

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. 213-42 1961 JUN 28 PM 1:00

17

LIBER 134 PAGE 231

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN H. HARRIS AND MARY E. HARRIS, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	Equity No. 14,313

FOR VALUE RECEIVED, I hereby assign and transfer all my right, title and interest as Purchaser of the property sold herein at foreclosure sale unto George V. Shelton and Mildred E. Shelton, his wife, as to one-third interest, and to Thomas A. Smith, Jr., and Dorothy V. Smith, his wife, as to two-thirds interest, and hereby authorize C. Maurice Weidemeyer, Assignee for purpose of foreclosure, to give deed upon settlement accordingly.

Warren W. Smith

Warren W. Smith

Esther Smith

Esther Smith, his Wife

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24 day of July, 1961, before me, the subscriber, a Notary Public of said State, in and for the City of Baltimore, personally appeared W. W. SMITH and ESTHER SMITH, his wife, and they did each acknowledge the foregoing release and deed of assignment of interest as their free act and deed.

Josephine M. Cummings

Notary Public

Josephine M. Cummings
5012 Gwy. S.W. Oak Ave.
Balto 7, Md
My Commission Expires
May 6, 1963

FILED

1961 JUL 28 AM 11:33

18

In the Case of

In Re:

The Mortgaged Real Estate

of

~~vs~~

John H. Harris

and

Mary E. Harris, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,313 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Jackling
Auditor.

October 3, 1961

FILED

1961 OCT 17 PM 1:14

Dr. In Re: The Mortgaged Real Estate of John H. Harris and Mary E. Harris, his wife — in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	104	10	154	10
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Clerk of Court - additional costs	1	75		
Auditor - stating this account	31	50	71	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	99	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	80		
Globe Indemnity Co. - bond premium	12	00		
George W. Scible - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
Mary Harrison - notary fees	1	50	191	06
To Assignee for Taxes, viz:				
1960 State and County taxes	38	74		
1961 State and County taxes ($37.84) - adjusted to 7/13/61	20	63	59	37
To Thomas A. Smith, Jr., and Warren W. Smith, Executors of Thomas A. Smith, Sr., deceased, Assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount paid by Thomas A. Smith, Sr., on 12/13/49 in payment of mortgage debt, interest, taxes and insurance due on mortgage to Eliza J. Joyce, assigned to said Thomas A. Smith, Sr. on 12/20/49	575	46		
Interest thereon @ 6% from 12/13/49 to 11/13/61 - 11 years and 11 months	411	45		
Taxes paid by Assignee, viz:				
1950 State and County taxes	21	14		
1951 State and County taxes	18	87		
1952 State and County taxes	26	70		
1953 State and County taxes	29	62		
1954 State and County taxesx	29	09		
1955 State and County taxes	29	92		
1956 State and County taxes	31	14		
1957 State and County taxes	31	66		
1958 State and County taxes	31	96		
1959 State and County taxes	32	31		

Fire insurance premiums paid by Assignee, viz:				
1950 fire insurance premium -8/11/50		8	32	
1951 fire insurance premium -2/21/51		8	32	
1952 fire insurance premium -3/14/52		6	24	
1953 fire insurance premium -1/26/53		5	76	
1954 fire insurance premium -2/23/54		5	76	
1955 fire insurance premium -3/2/55		10	00	
1956 fire insurance premium -3/8/56		10	00	
1957 fire insurance premium -3/11/57		10	00	
1958 fire insurance premium -3/10/58		10	00	
1959 fire insurance premium -3/10/59		10	00	
1960 fire insurance premium -3/11/60		10	00	
Labor and Materials furnished by Assignee				
and his Executors for repairs to mortgaged property (Order 9/28/61), viz:				
April, 1954 - chimney labor and materials		150	00	
4/10/54 - Lester B. Bowen - wiring house		207	00	
4/24/54 - Harvey E. Stallings - labor and materials furnished		213	00	
February, 1960 - electrical repairs to house made by Executors		27	00	
February, 1960 - carpentry repairs to house made by Executors		41	00	
Total		2,001	72	
CR Rents collected as follows:				
3/31/59	$ 20.00			
To 5/15/61	523.00	543	00	
Balance to Assignee				1,458 72
Balance in hands of Assignee subject to further order of Court, both mortgagors being deceased		435	66	435 66
				2,370 16

with

C. Mauride Weidemeyer, Assignee

Cr.

1961						
May	15	Proceeds of Sale	2,350	00		
		Interest on deferred payment of $2,050.00 - 1 month 29 days	20	16	2,370	16
					2,370	16

LIBER 134 PAGE 236

ORDER NISI

In Re: The Mortgaged Real Estate of ~~VERSUS~~ John H. Harris and Mary E. Harris, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,313 Equity.

FILED
1961 OCT 17 PM 1:14

ORDERED, This 17th day of October, 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 20th 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 20th day of November next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of November, 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.

V Bruce Duckett

1961 NOV 21 PM 3:20

22

LIBER 134 PAGE 237

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,313 Equity
In Re: The Mortgaged Real Estate of
JOHN H. HARRIS and
MARY E. HARRIS, his wife

Ordered, this 17th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,313 Auditor Account John H. Harris,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1961 NOV 6 AM 10:55

23

LIBER 134 PAGE 238

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOHN E. JACKSON and MARY	*	ANNE ARUNDEL COUNTY
K. JACKSON, his sister,	*	NO. 14,438 EQUITY
Joint Tenants	*	

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

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

FILED

1961 JUN 15 PM 4:09

No. 14,438 Equity

BOOK 1451 PAGE 587 LIBER 134 PAGE 239

This PURCHASE MONEY Mortgage, Made this 9th day of January, 1961

by and between John E. Jackson and Mary K. Jackson, his sister, Joint Tenants

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.

15001

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -110- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 11,000.00 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., said sum having been used as part of the purchase price for the property hereinafter described.

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 that parcel of ground, situate, lying and being in Harmons, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a stone heretofore set as the beginning point of the whole tract, of which the land hereby described is a part, the said whole tract being described in a Deed from Clarence W. Maltky, Single, to Harvene Williams and Delma L. Turner, dated June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 473, folio 540; and running thence with all of the first and a part of the second line as described in the aforesaid Deed, as corrected for magnetic variation, South 10° 03' East 582.54 feet to an iron pipe heretofore set on the Eastmost side of the County Road leading from Ridge Road to Severn at the beginning of the third or North 84° 56' East 290.65 feet line of a conveyance to Gilbert Oden and wife, dated July 23, 1946 and recorded in Liber J.H.H. No. 387, folio 9; thence running with the outlines of the said conveyance, North 84° 56' East 290.65 feet to a pipe; thence continuing with the said outlines and with the westmost side of a 20 foot road, described in the aforementioned conveyance to Oden, South 34° 28' West 112.60 feet; thence still continuing with the said outline and with the Westmost side of the 20 foot road, South 11° 43' West 113.30 feet to an iron pipe heretofore set at the beginning of the said conveyance to Oden; thence running with a part of the first line of the said conveyance and with the Northmost side of a 20 foot road heretofore laid out, South 76° 39' West 168.95 feet to intersect the Eastmost side of the heretofore mentioned County Road; thence running with a part of the second line of the hereinbefore mentioned whole tract and with the eastmost side of the said County Road, South 10° 03' East 252.34 feet to a pipe set distant South 22° 43' West 311.65 feet from the beginning point of the Oden Conveyance previously mentioned herein; thence leaving the said County Road and running with the outline of the whole tract, North 78° 02' East 423.11 feet to a stone heretofore set; thence continuing with the said outlines, North 04° 32' West 849.75 feet to a pipe; thence still continuing with the said outlines and with the Northmost side of a 15 foot right-of-way, North 78° 51' West 172.65 feet to a stone heretofore set in the said outlines and mentioned in a conveyance to Maurice Williams and wife, by deed dated November 28, 1933 and recorded in Liber F.S.R. No. 122, folio

FILED

1961 JUN 15 PM 4:09

2

124; thence running across the said 15 foot right-of-way, South 15° 06' West 15.09 feet to the Northeast corner of the said conveyance to Williams thence running the three following courses and distances, as corrected for magnetic variation, with the outlines of the said conveyance to Williams, to wit: South 20° 39' West 148.0 feet, North 78° 51' West 149.50 feet to the aforesaid County Road and with the Eastmost side of the said County Road, North 20° 39' East 148.0 feet to the Southmost side of the said 15 foot right-of-way; thence leaving the said Williams property and running across the said right-of-way; North 20° 39' East 15.12 feet to intersect the fifth or last line of the whole tract; thence running with the said last line, corssing the said County Road, North 78° 51' West 221.50 feet to the place of beginning. Containing 7.97 acres of land, exclusive of the County Road running through the said property.

BEING the same property which the said Mortgagors acquired from Richard Bell and Harvene Bell, his wife, by Deed of even date herewith and intended to be recorded immediately prior hereto.

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 55.00 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 $ 55.00 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, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 11,000.00 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:

Amelia H. Dubman

John E. Jackson (SEAL)

John E. Jackson

Mary Katherine Jackson (SEAL)

Mary K. Jackson, his sister, Joint Tenants

(SEAL)

Mary K. Jackson (SEAL)

4

4

BOOK 1451 PAGE 590

LIBER 134 PAGE 242

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of JANUARY, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared John E. Jackson and Mary K. Jackson, his sister, Joint Tenants 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.

Amelia H. Dubman
Notary Public.

11.00

Rec'd for record Jan. 19, 1961 at 2:47 P.M.
Mailed to John Demyan, Jr.

PURCHASE MONEY

Mortgage

FROM

JOHN E. JACKSON and
MARY K. JACKSON, his sister,
Joint Tenants

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3941

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 JAN 19 PM 2:47
& RECORDED IN LIBER GTC
No. 1451 FOLIO 587
GEO. E. CROMWELL, CLERK

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

Checked

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

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

..... By ....
Secretary. President.

LIBER 134 PAGE 243

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
JOHN E. JACKSON and
MARY K. JACKSON, his sister,
JOINT TENANTS

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* NO 14,438 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 John Demyan, Jr.

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

(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 member of the Enlisted Reserve Corps who has been ordered to report for military service,

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 12th day of June 1961.

Notary Public

FILED
1961 JUN 15 PM 4:09

LIBER 134 PAGE 244

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOHN E. JACKSON and MARY	*	ANNE ARUNDEL COUNTY
K. JACKSON, his sister	*	NO. 14,438 EQUITY
Joint Tenants	*	

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 11,000.00
Interest from 31st day of January, 1961 to 31st day of July, 1961	$330.00	
Late fines from the 28th day of February, 1961 to the 31st day of July, 1961	110.00	440.00
		$ 11,440.00
Dues Paid to date		NONE
Total amount due under the Mortgage		$ 11,440.00

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe
Fred. W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 12th day of June, 1961; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

FILED

1961 JUN 15 PM 4:09

Amelia H. Tubman
AMELIA H. TUBMAN
Notary Public

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LIBER 11 PAGE 57

Equity No. 14,438

LIBER 134 PAGE 245

ROYAL INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

ROYAL INDEMNITY COMPANY

A NEW YORK CORPORATION

A STOCK COMPANY

KNOW ALL MEN BY THESE PRESENTS: ~~That~~ BOND we, John Demyan, as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars ($12,000.), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of July, 1961.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from John E. Jackson and Mary K. Jackson, his sister, joint tenants to The Glen Burnie Savings and Loan Association (the Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Michael Demyan

John Demyan (SEAL)
JOHN DEMYAN

ROYAL INDEMNITY COMPANY
BY: James J. Delaney
ATTORNEY-IN-FACT

The above bond is this 18th day of ~~December~~ July, 1961 at 10:41 o'clock M. approved.

Bond approved this 18th day of July, 1961

George T. Cromwell, Clerk

Clerk FILED

1961 JUL 18 AM 10:41

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

7.97 acres of land, exclusive of the County Road
Property located in the Fourth Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from John E. Jackson and Mary K. Jackson, his sister, Joint Tenants, dated January 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1451 folio 587 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

Tuesday, July 18, 1961 at 11 o'clock A. M.

All that parcel of ground in the Fourth Election District of Anne Arundel County, State of Maryland: and described as follows:

BEGINNING for the same at a stone heretofore set as the beginning point of the whole tract, of which the land hereby described is a part, the said whole tract being described in a Deed from Clarence W. Matlky, Single, to Harvene Williams and Delma L. Turner, dated June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 473, folio 540: and running thence with all of the first and a part of the second line as described in the aforesaid Deed, as corrected for magnetic variation, South 10 degrees 03' East 582.54 feet to an iron pipe heretofore set on the Eastmost side of the County Road leading from Ridge Road to Severn, at the beginning of the third or North 84 degrees 56' East 290.65 feet line of a conveyance to Gilbert Oden and wife, dated July 23, 1946 and recorded in Liber J.H.H. No. 387, folio 9; thence running with the outlines of the said conveyance, North 84 degrees 56' East 290.65 feet to a pipe; thence continuing with the said outlines and with the Westmost side of a 20 foot road, described in the aforementioned conveyance to Oden, South 34 degrees 28' West 112.60 feet; thence still continuing with the said outline and with the Westmost side of the 20 foot road, South 11 degrees 43' West 113.30 feet to an iron pipe heretofore set at the beginning of the said conveyance to Oden; thence running with a part of the first line of the said conveyance and with the Northmost side of a 20 foot road heretofore laid out, South 76 degrees 39' West 168.95 feet to intersect the Eastmost side of the heretofore mentioned County Road; thence running with a part of the second line of the hereinbefore mentioned whole tract and with the Eastmost side of the said County Road, South 10 degrees 03' East 252.34 feet to a pipe set distant South 22 degrees 43' West 311.65 feet from the beginning point of the Oden Conveyance previously mentioned herein; thence leaving the said County Road and running with the outline of the whole tract, North 78 degrees 02' East 423.11 feet to a stone heretofore set; thence continuing with the said outlines, North 04 degrees 32' West 849.75 feet to a pipe; thence still continuing with the said outlines and with the Northmost side of a 15 foot right-of-way, North 78 degrees 51' West 172.65 feet to a stone heretofore set in the said outlines and mentioned

No. 9.

OFFICE OF 14,438

Maryland Gazette

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

LIBER 134 PAGE 246

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1961

We hereby certify, that the annexed

Mortgage Sale

John E. Jackson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of July, 1961. The first insertion being made the 22nd day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL 18 PM 12:44 By H. Tilghman

in a conveyance to Maurice Williams and wife, by deed dated November 28, 1933, and recorded in Liber F.S.R. No. 122, folio 124; thence running across the said 15 foot right-of-way, South 15 degrees 06' West 15.09 feet to the Northeast corner of the said conveyance to Williams, thence running the three following courses and distances, as corrected for magnetic variation, with the outlines of the said conveyance to Williams, to wit: South 20 degrees 39' West 148.0 feet, North 78 degrees 51' West 149.50 feet to the aforesaid County Road and with the Eastmost side of the said County Road, North 20 degrees 39' East 148.0 feet to the Southmost side of the said 15 foot right-of-way; thence leaving the said Williams property and running across the said right-of-way: North 20 degrees 39' East 15.12 feet to intersect the fifth or last line of the whole tract; thence running with the said last line, crossing the said County Road, North 78 degrees 51' West 221.50 feet to the place of beginning. Containing 7.97 acres of land, exclusive of the County Road running through the said property.

BEING the same property which the said Mortgagors acquired from Richard Bell and Harvene Bell, his wife, by Deed dated January 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1451, folio 583.

IMPROVEMENTS: Frame Dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the date of sale.

JOHN DEMYAN, JR.
Attorney named in the Mortgage

ROBERT H. CAMPBELL
Auctioneer

Jy-13

ROBERT H. CAMPBELL - Auctioneer

LIBER 134 PAGE 248

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

7.97 acres of land, exclusive of the County Road

PROPERTY LOCATED IN THE FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from John E. Jackson and Mary K. Jackson, his sister, Joint Tenants, dated January 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1451 folio 587 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

TUESDAY, JULY 18, 1961

At 11 O'clock A.M.

All that parcel of ground in the Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a stone heretofore set as the beginning point of the whole tract, of which the land hereby described is a part, the said whole tract being described in a Deed from Clarence W. Matlky, Single, to Harvene Williams and Delma L. Turner, dated June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 473, folio 540; and running thence with all of the first and a part of the second line as described in the aforesaid Deed, as corrected for magnetic variation, South 10° 03' East 582.54 feet to an iron pipe heretofore set on the Eastmost side of the County Road leading from Ridge Road to Severn, at the beginning of the third or North 84° 56' East 290.65 feet line of a conveyance to Gilbert Oden and wife, dated July 23, 1946 and recorded in Liber J.H.H. No. 387, folio 9; thence running with the outlines of the said conveyance, North 84° 56' East 290.65 feet to a pipe; thence continuing with the said outlines and with the Westmost side of a 20 foot road, described in the aforementioned conveyance to Oden, South 34° 28' West 112.60 feet; thence still continuing with the said outline and with the Westmost side of the 20 foot road, South 11° 43' West 113.90 feet to an iron pipe heretofore set at the beginning of the said conveyance to Oden; thence running with a part of the first line of the said conveyance and with the Northmost side of a 20 foot road heretofore laid out, South 76° 39' West 168.95 feet to intersect the Eastmost side of the heretofore mentioned County Road; thence running with a part of the second line of the hereinbefore mentioned whole tract and with the Eastmost side of the said County Road, South 10° 03' East 252.34 feet to a pipe set distant South 22° 43' West 311.65 feet from the beginning point of the Oden Conveyance previously mentioned herein; thence leaving the said County Road and running with the outline of the whole tract, North 78° 02' East 423.11 feet to a stone heretofore set; thence contining with the said outlines, North 04° 32' West 849.75 feet to a pipe; thence still continuing with the said outlines and with the Northmost side of a 15 foot right-of-way, North 78° 51' West 172.65 feet to a stone heretofore set in the said outlines and mentioned in a conveyance to Maurice Williams and wife, by deed dated November 28, 1933, and recorded in Liber F.S.R. No. 122, folio 124; thence running across the said 15 foot right-of-way, South 15° 06' West 15.09 feet to the Northeast corner of the said conveyance to Williams, thence running the three following courses and distances, as corrected for magnetic variation, with the outlines of the said conveyance to Williams, to wit: South 20° 39' West 148.0 feet, North 78° 51' West 149.50 feet to the aforesaid County Road and with the Eastmost side of the said County Road, North 20° 39' East 148.0 feet to the Southmost side of the said 15 foot right-of-way; thence leaving the said Williams property and running across the said right-of-way; North 20° 39' East 15.12 feet to intersect the fifth or last line of the whole tract; thence running with the said last line, crossing the said County Road, North 78° 51' West 221.50 feet to the place of beginning. Containing 7.97 acres of land, exclusive of the County Road running through the said property.

BEING the same property which the said Mortgagors acquired from Richard Bell and Harvene Bell, his wife, by Deed dated January 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1451, folio 583.

IMPROVEMENTS: Frame Dwelling

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the date of sale.

John Demyan, Jr.
Attorney named in the Mortgage

FILED
1961 JUL 24 AM 9:21

0'

July 18, 1961

We do hereby purchase the property described on the Reverse side hereof At and For the sum of $12,000.00, It being At that Figure the highest bid Made therefore and that Said Sale was Fairly Made. We do hereby Agree to comply with the Terms of Sale. Deposit of $500.00 Paid this date

Witness

Carlton E. Berry (Seal)
CARLTON E. BERRY

Fred W. Luethe
FRED W. LUETHE

Helen E. Berry (Seal)
2604 Foerster Ave
Baltimore 30, Md.
Ve 7-8030

Accepted

Robert H. Campbell
Auctioneer

John Demyan Jr.
JOHN DEMYAN JR. ATTORNEY
NAMED IN THE MORTGAGE

FILED
1961 JUL 24 AM 9:21

LIBER 134 PAGE 250

The National Greatest Chain of Negro Newspapers
BALTIMORE - WASHINGTON - PHILADELPHIA - RICHMOND - NEWARK - NATIONAL

THE BALTIMORE AFRO-AMERICAN

628 N. EUTAW ST. BALTIMORE 1, MD. MUlberry 5-6015

MR. JOHN DEMYAN
16 CRAIN HIGHWAY, S. W
GLEN BURNIE MD.

DETACH THIS STUB AND RETURN WITH REMITTANCE $ AMOUNT REMITTED

DESCRIPTION	DATE	LINES	COL-UMNS	AMOUNT
	JUL 8-61	70	02	28.00

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, SW.
GLEN BURNIE, MARYLAND

MORTGAGE SALE
OF
VALUABLE
FEE SIMPLE PROPERTY

7.97 acres of land, exclusive of the Ridge Road and 1 mile South of the Dorsey Road; Fourth Election District County Road, one-half mile east of the of Anne Arundel County, Maryland.

TUESDAY,
JULY 18th, 1961
at 11 o'clock A.M.

Improved by a Frame Dwelling. Deposit $500.00. For terms of sale and further particulars see The Maryland - Gazette of June 22, 29, July 6 and 13.

John Demyan Jr.
Attorney named in the Mortgage

Robert H. Campbell
Auctioneer

LIBER 134 PAGE 252

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOHN E. JACKSON and MARY	*	ANNE ARUNDEL COUNTY.
H. JACKSON, his sister,	*	NO. 14438 EQUITY
Joint Tenants	*	

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from John E. Jackson and Mary E. Jackson, his sister, Joint Tenants, to Glen Burnie Savings and Loan Association of Anne Arundel County dated January 9, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1451, folio 587; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a Newspaper published in Anne Arundel County, Maryland; and also the Afro-American, a newspaper of Baltimore City, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offerred the property in said Mortgage described at public auction on the premises in the Fourth Election District of Anne Arundel County, Maryland, Tuesday July 18th, 1961 at 11 o'clock A.M., and then and there sold the said property to Carlton E.Berry and Helen E.Berry,his wife---------- at and for the sum of Twelve Thousand ---------- ($12,000.00-------) Dollars, being at that figure the highest bidder therefor, said property being the following:

FILED

1961 JUL 24 AM 9:22

12

BEGINNING for the same at a stone heretofore set as the beginning point of the whole tract, of which the land hereby described is a part, the said whole tract being described in a Deed from Clarence W. Maltky, Single, to Harvene Williams and Delma L. Turner, dated June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 473, folio 540; and running thence with all of the first and a part of the second line as described in the aforesaid Deed, as corrected for magnetic variation, South 10° 03' East 582.54 feet to an iron pipe heretofore set on the Eastmost side of the County Road leading from Ridge Road to Severn at the beginning of the third or North 84° 56' East 290.65 foot line of a conveyance to Gilbert Oden and wife, dated July 23, 1946 and recorded in Liber J.H.H. No. 387, folio 9; thence running with the outlines of the said conveyance, North 84° 56' East 290.65 feet to a pipe; thence continuing with the said outlines and with the Westmost side of a 20 foot road, described in the aforementioned conveyance to Oden, South 34° 28' West 112.60 feet; thence still continuing with the said outline and with the Westmost side of the 20 foot road, South 11° 43' West 113.30 feet to an iron pipe heretofore set at the beginning of the said conveyance to Oden; thence running with a part of the first line of the said conveyance and with the Northmost side of a 20 foot road heretofore laid out, South 76° 39' West 168.95 feet to intersect the Eastmost side of the heretofore mentioned County Road; thence running with a part of the second line of the hereinbefore mentioned whole tract and with the Eastmost side of the said County Road, South 10° 03' East 252.34 feet to a pipe set distant South 22° 43' West 311.65 feet from the beginning point of the Oden Conveyance previously mentioned herein; thence leaving the said County Road and running with the outline of the whole tract, North 78° 02' East 423.11 feet to a stone heretofore set; thence continuing with the said outlines, North 04° 32' West 849.75 feet to a pipe; thence still continuing with the said outlines and with the Northmost side of a 15 foot right-of-way, North 78° 51' West 172.65 feet to a stone heretofore set in the said outlines and mentioned in a conveyance to Maurice Williams and wife, by Deed dated November 28, 1933 and recorded in Liber F.S.R. No. 122, folio 124; thence running across the said 15 foot right-of-way, South 15° 06' West 15.09 feet to the Northeast corner of the said conveyance to Williams thence running the three following courses and distances, as corrected for magnetic variation, with the outlines of the said conveyance to Williams, to wit: South 20° 39' West 148.0 feet, North 78° 51' West 149.50 feet to the aforesaid County Road and with the Eastmost side of the said County Road, North 20° 39' East 148.0 feet to the Southmost side of the said 15 foot right-of-way; thence leaving the said Williams property and running across the said right-of-way; North 20° 39' East 15.12 feet to intersect the fifth or last line of the whole tract; thence running with the said last line, crossing the said County Road, North 78° 51' West 221.50 feet to the place of beginning. Containing 7.97 acres of land, exclusive of the County Road running through the said property.

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

TERMS OF SALE: Cash deposit of $500.00 will be required of the

purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% 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 Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of July 1961; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Jacqueline R. Grant
Notary Public
JACQUELINE R. GRANT

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN E. JACKSON and MARY K. JACKSON, his sister versus Joint Tenants

LIBER 134 PAGE 255

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,438 Equity

Ordered, this 24th day of July, 19 61, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of August next.

The report states that the amount of sale was $ 12,000.00.

George T. Cromwell Clerk.

True Copy,

Filed 1961 July 24, 9:22 AM

TEST: George T. Cromwell Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN E. JACKSON and MARY K. JACKSON, his sister, versus Joint tenants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st 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.

O. Bowie Duckett
JUDGE.

FILED

1961 AUG 31 PM 12:15

15

LIBER 134 PAGE 256

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 14,438 Equity
In The Matter of The Mortgaged Real Estate of
JOHN E. JACKSON and
MARY K. JACKSON, his sister
Joint Tenants

Ordered, this 24th day of July, 1961, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of August next.

The report states that the amount of sale was $12,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-17

FILED
No. M. 1961 AUG 30 PM 1:55

16

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,438 John E. Jackson was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of August, 1961. The first insertion being made the 27th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
John E. Jackson and
Mary K. Jackson, his sister,
Joint Tenants

In the

Circuit Court

For

Anne Arundel County

No. 14,438 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. Sickling
Auditor.

October 27, 1961

FILED
1961 OCT 30 PM 3:52

Dr. In the Matter of the Mortgaged Real Estate of John E. Jackson and Mary K. Jackson, his sister, Joint Tenants — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	395	22	445	22
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	136	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Afro-American Co. - advertising sale	56	00		
Speer Publications, Inc. - handbills	14	27		
Royal Indemnity Co. - bond premium	48	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
Amelia H. Tubman - notary fees	1	00		
Jacqueline D. Grant - notary fee		50	348	09
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	11,363	30	11,363	30
			12,212	61
Amount of mortgage claim filed	11,440	00		
Interest @ 6% on principal balance of $11,000.00 from 7/31/61 to 12/4/61 - 4 months 4 days	227	34		
	11,667	34		
Cr. Amount allowed above	11,363	30		
Balance subject to decree in personam	304	04		

18

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1961				
July	18	Proceeds of Sale	12,000 00	
		Interest on deferred payment of $11,500.00 to 10/19/61	174 00	12,174 00
		Refund 1961 State and County taxes 5 months 14 days	38 61	38 61
				12,212 61

LIBER 134 PAGE 260

1961 OCT 30 PM 3:52

FILED

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ John E. Jackson and Mary K. Jackson, his sister, Joint Tenants

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,438 Equity.

ORDERED, This 30th day of October, 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 4th day of ~~November~~ December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of ~~November~~ December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 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 DEC -8 AM 10:03

W. Boris Dunkelberg

LIBER 134 PAGE 261

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,438 Equity
In the Matter of the Mortgaged Real Estate of
JOHN E. JACKSON and
MARY K. JACKSON, his sister
Joint Tenants

Ordered, this 30th day of October, 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 4th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of December next.

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,438
Auditor Account
John E. Jackson

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 4th day of December, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 DEC -5 PM 12:18

By Hazel Tilghman

No. M. G. 24106

21

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DOUGLAS W. DeVELBISS AND MARY M. DeVELBISS, HIS WIFE	:	(In Equity) No. 14,465.

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 Douglas W. DeVelbiss and Mary M. DeVelbiss, his wife to Baltimore Federal Savings and Loan Association, dated August 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1324 folio 550.

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

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUL -3 AM 9:48

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1324 PAGE 550

MORTGAGE

LIBER 134 PAGE 263

THIS MORTGAGE, Made this 19th day of August, A. D. 19 59, by and between DOUGLAS W. DeVELBISS and MARY M. DeVELBISS, 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 ~~XXXXXXX~~ United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of ELEVEN THOUSAND ONE HUNDRED and 00/100ths Dollars ($ 11,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-fourth per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-one and 38/100ths Dollars ($ 61.38), commencing on the first day of September, 19 59, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 89. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third Election District, in the State of Maryland aforesaid, and described as follows, that is to say: /of Anne Arundel County

16—55500-C

BEING known and designated as Lot No. 15, Block L, as shown on a plat entitled "Blocks K, L & M and Part of O, Glenwood" dated June 1954, by Edward Hall III & Associates, Surveyors, and recorded among the plat records of Anne Arundel County in Plat Book 25, folio 26. The improvements thereon being known as No. 122 Bliss Lane.

BEING the same lot of ground which by Deed of Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Howard Frederick Lehnert and Lorelle W. Lehnert, his wife unto the within named Mortgagors.

36 INCH GAS RANGE BENDIX AUTOMATIC CLOTHES WASHER AMERICAN DISHWASHER
2 METAL STORM DOORS

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1961 JUL -3 AM 9:48

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six ($96.00) Dollars payable half-yearly on the 7th days of April and October in each and every year.**

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($1/12$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Douglas W. DeVelbiss [SEAL]
Douglas W. DeVelbiss

[SEAL]

Mary M. DeVelbiss [SEAL]
Mary M. DeVelbiss

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1324 PAGE 554

I HEREBY CERTIFY, That on this the 19th day of August, 1959, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Douglas W. DeVelbiss and Mary M. DeVelbiss, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal. 1100

JOHN R. HOLLAND, JR. Notary Public.

My commission expires:

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

Application No. 51456
Written by med
Approved by Examiner

Rec'd for record Aug. 22, 1959 at 10:49 A.M.
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.
DOUGLAS W. DeVELBISS AND MARY M. DeVELBISS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 134 PAGE 267

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of June 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Douglas W. DeVelbiss and Mary M. DeVelbiss, 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1961 JUL -3 AM 9:48

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DOUGLAS W. DeVELBISS AND

MARY M. DeVELBISS, HIS WIFE

IN THE

LIBER 134 PAGE 268

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,465.

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Douglas W. DeVelbiss and Mary M. DeVelbiss, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of August, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1324 Folio 550.

Amount of Mortgage	$11,100.00
Less - amount paid on principal	238.33
	10,861.17
Plus - interest to 7/18/61	313.56
	11,174.73
Plus - overdraft in expense account	5.62
	11,180.35

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 29th day of June 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 JUL -3 AM 9:48

Clara M. Link

Clara M. Link Notary Public

7

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 Douglas W DeVelbiss and Mary M. DeVelbiss, his wife to Baltimore Federal Savings and Loan Association, dated August 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1324 folio 550 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 15TH, 1961 at three P.M. (E.D.T.)

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

BEING known and designated as Lot No. 15, Block L, as shown on a plat entitled "Blocks K, L, & M and Part of O, Glenwood" dated June 1954, by Edward Hall III & Associates, Surveyors, and recorded among the plat records of Anne Arundel County in Plat Book 25, folio 28; The improvements thereon being known as No. 122 Bliss Lane, situate on the west side of Bliss Lane, 4th house north of Louise Terrace, having a frontage of 60 feet with a depth of 100 feet.

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

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

No. 8

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

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

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

A-10

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 269

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed

Attorney Sale

Douglas W. DeVelbiss

Equity No. 14,465

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 August, 1961. The first insertion being made the 20th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 AUG 11 PM 1:45

By Marie Tate

Mortgagee and Attorney's Bond. 1-369

LIBER 134 PAGE 270
LIBER 11 PAGE 83

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 339022 No. 14,465 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 TWO HUNDRED AND NO/100 ($11,200.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of August 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 Douglas. W. DeVelbiss and Mary M. DeVelbiss, his wife to Baltimore Federal Savings & Loan Association bearing date the 19th day of August nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1324, Folio 550, and

is about to sell the land and premises described in said Mortgage/122 Bliss Lane, A. A. Co., Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of

Clara M. Link
~~XXXXXX~~ WITNESS:

S. Alvey
S. Alvey

FILED
1961 AUG 15 AM 9:18

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

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
R. H. Nichols, Attorney-in-Fact

Bond approved this 15th day of August, 1961
George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DOUGLAS W. DeVELBISS AND MARY M. DeVELBISS, HIS WIFE	:	(In Equity)

14,465

LIBER 134 PAGE 271

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **August 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1324 folio 550** from said **Douglas W. DeVelbiss and Mary M. DeVelbiss, 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 **15th** day of **August, xxx 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. 15, Block L, as shown on a Plat entitled "Blocks K, L & M and Part of O, Glenwood" dated June 1954, by Edward Hall III & Associates, Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 26, the improvements whereon are known as No. 122 Bliss Lane; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 AUG 17 AM 10:12

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Douglas W. DeVelbiss and Mary M. DeVelbiss, his wife to Baltimore Federal Savings and Loan Association, dated August 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1324 folio 550 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 15TH, 1961 at three P.M. (E.D.T.)

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

BEING known and designated as Lot No. 15, Block L, as shown on a plat entitled "Blocks K, L, & M and Part of O, Glenwood" dated June 1954, by Edward Hall III & Associates, Surveyors, and recorded among the plat records of Anne Arundel County in Plat Book 25, folio 26; The improvements thereon being known as No. 122 Bliss Lane, situate on the west side of Bliss Lane. 4th house north of Louise Terrace, having a frontage of 60 feet with a depth of 100 feet.

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

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

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

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC., Auctioneer A-10

LIBER 134 PAGE 272

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ten Thousand ($10,000.00) Dollars, subject to the payment of an annual ground rent of $96.00, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **16th** day of **August, 1961** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in the Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link
Clara M. Link, Notary Public

10

Walter S. Calwell, Att-- Maryland Gazette (for Aug. 24 edition)

ORDER NISI

LIBER 134 PAGE 273

WALTER S. CALWELL, Attorney Named in Mortgage

versus

DOUGLAS W. DeVELBISS and MARY M. DeVELBISS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,465 Equity

Ordered, this 17th day of August, 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 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.

The report states that the amount of sale was $ 10,000.00

Filed August 17,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

DOUGLAS W. DeVELBISS and MARY M. DeVELBISS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of September, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans JUDGE.

FILED

1961 SEP 27 AM 9:44

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 274

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,465 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
DOUGLAS W. DeVELBISS and MARY M. DeVELBISS, his wife

Ordered, this 17th day of August, 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 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.

The report states that the amount of sale was $10,000.00.

GEORG ET. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1961

We hereby certify, that the annexed Order of Nisi Sale Eq. 14,465 Douglas W. DeVelbiss was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of September, 1961. The first insertion being made the 24th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 2303 1961 SEP 18 PM 1:26 By H. Tilghman

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Douglas W. DeVelbiss
and
Mary M. DeVelbiss, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,465 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.

October 26, 1961

Laura R. Jicklin
Auditor.

FILED
1961 OCT 30 PM 3:52

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Douglas W. DeVelbiss and Mary M. DeVelbiss, his wife

in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	332	20	407	20
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	44	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clara M. Link - notary fees	1	50	191	32
To Attorney for Taxes, viz:				
1961 State and County taxes ($165.77) - adjusted to 8/15/61	103	57	103	57
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($48.00) due 10/7/61 - 4 months 8 days	34	16	34	16
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,281	08	9,281	08
			10,073	33
Amount of mortgage claim filed	11,180	35		
Interest @ 5¼% on principal balance of $10,861.17 from 7/18/61 to 12/3/61 - 4 months 15 days	213	82		
	11,394	17		
Cr. Amount allowed above	9,281	08		
Balance subject to decree in personam	2,113	09		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Aug.	15	Proceeds of Sale	10,000	00		
		Interest on deferred payment to 9/27/61	73	33	10,073	33
					10,073	33

LIBER 134 PAGE 278

1961 OCT 30 PM 3:52

FILED

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Douglas W. DeVelbiss

and

Mary M. DeVelbiss, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,465 Equity.

ORDERED, This 30th day of October, 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 4th day of ~~November~~ December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of ~~November~~ December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 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 DEC -8 AM 10:03

D. Brian Duckett

17

LIBER 134 PAGE 279

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,456 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
DOUGLAS W. DeVELBISS and MARY M. DeVELBISS, his wife

Ordered, this 30th day of October, 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 4th day of December next. Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each successive weeks before the 4th day of December next.

GEORGE T. CROMWELL, Clerk

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,456
Auditor Account

Douglas W. DeVelbiss

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 4th day of December, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 24107 1961 DEC -5 PM 12: 16 By Hazel Tilghman

18

LIBER 134 PAGE 280

MATTER OF SALE OF	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
ALL YEAR DEVELOPMENT COMPANY	:	ANNE ARUNDEL COUNTY
	::	EQUITY
	:	No. 14,424.

: : : : : : : : : :

Mr. Clerk:

Please docket this suit, record Assignment and file mortgage and statement of mortgage claim.

R. Tilghman Brice, III, Assignee

FILED

1961 JUN -2 AM 11:06

PURCHASE MONEY

Equity No. 14,424

This Mortgage, Made this 13 day December

in the year nineteen hundred and fifty-five, by

ALL YEAR DEVELOPMENT CORP ------, a body corporate,

Mortgagor of Anne Arundel County, in the State of Maryland, of the first part,

and ANTON BENESH and JESSIE PRATT BENESH, his wife,

Mortgagee s , of the second part, witnesseth:

WHEREAS, the Mortgagor is justly and bona fide indebted unto the Mortgagees in the full and just sum of Forty-two thousand, five hundred dollars ($42,500.00), balance of purchase money for the property hereinafter described, for the payment whereof the said Mortgagor has passed unto the said Mortgagees its promissory note of even date herewith, for said sum, payable five years after date, with interest thereon at the rate of five per cent (5%) payable semi-annually, accruing from the 13th day of June 1956, the first semi-annual interest payment on the unpaid principal being due the 13th day of December, 1956.

The privilege is hereby reserved to the Mortgagor, its successors and assigns, to have the debt hereby secured subordinated to any construction loan or loans made by a bank, building association, or other lending institution engaged in the making of first deed of trust loans or mortgages; said deed of trust or mortgage shall be payable on or before eighteen (18) months after the date of subordination hereof, or upon the sale of the property involved therein, whichever event shall first occur, the amount of the aforesaid deed of trust or mortgage to be in accordance with the following prepayment schedule for releases or partial releases, together with interest at the rate of five per cent (5%) per annum:

1. All waterfront lots to be released at any time upon payment in an amount equal to ten cents (10¢) per square foot, said payment to be applied against the first deed of trust or mortgage, said waterfront lots being described as Lots Nos. 42 thru 48, Lots Nos. 49A and 50, Lots Nos. 51 thru 54.

~~[illegible]~~

~~[illegible]~~

~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~

~~[illegible]~~

2. All lots other than waterfront lots to be released at any time upon payment of an amount equal to five cents (5¢) per square foot, said payment to be applied against the first deed of trust or mortgage, said lots being described as Lots Nos. 1 thru 12, Lots 18 and 19, Lots Nos. 21 thru 24, Lots Nos. 55 thru 61, Lot No. 49B, Lots Nos. 66 thru 94, Lots Nos. 97 thru 117, Lots Nos. 119 and 121.

And whereas, it was a condition precedent hereto that these presents be executed to more effectually secure the prompt payment of said note and/or any renewals or substitutes therefor at the time limited for payment of the same.

NOW, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagor does grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, the following property, to wit:

ALL those tracts or parcels of land situate, lying and being in the First Election District of Anne Arundel County, Maryland, as shown on the plat of South River Heights and which are more fully and particularly described in the deed thereof from Anton Benesh and wife to All Year Development Corp ------, dated December 13, 1955, and recorded among the Land Records of Anne Arundel County immediately prior hereto, said plat of South River Heights being recorded among the Plat Records of said County in Plat Book 1, page 31.

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 MORTGAGEE s, their heirs and assigns, forever.

PROVIDED, that if the said Mortgagor , its successors [redacted], personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Forty-two thousand, 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 Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for itself, its ~~heirs~~ personal representatives, assigns, or successors, do es hereby covenant to pay when legally demandable. And the said Mortgagor for itself, its personal representatives, assigns, or successors, do es further covenant to insure, and pending the existence of this Mortgage to keep insured against loss by fire and windstorm, in some good company satisfactory to the said Mortgagee s, their personal representatives, assigns, or successors, the improvements on the hereby mortgaged land to the extent of the lien of this Mortgage, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire or storm damage, to inure to the benefit of the said Mortgagee s, their personal representatives, assigns, or successors, and to deliver said policy or policies to the said Mortgagee s, their personal representatives, assigns, or successors; and in case of failure of the Mortgagor 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 s, their heirs, personal representatives, successors or assigns, are hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate of six per cent per annum from the date of said payment, and the said Mortgagee s, their heirs, personal representatives, 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. However, no failure on the part of the Mortgagees to take advantage of any provision shall constitute a waiver or release of any provision.

But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any 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 said Mortgagee s, their personal representatives, successors or assigns, or Eugene M. Childs, or LeRoy Bald, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee s, their personal representatives, successors 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 Four hundred twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of said Mortgagee s their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, personal representatives, or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for itself, its successors, ~~heirs~~ personal representatives and assigns do es 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, 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, commission and fee the said Mortgagor for itself, its ~~heirs~~, personal representatives, assigns or successors do hereby covenant to pay, and the said Mortgagee s, their personal representatives, successors or assigns, or Eugene M. Childs, or LeRoy Bald, their said Attorneys, 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 should the Mortgagor, its ~~heirs~~ personal representatives, assigns, or successors, file exceptions to any feature of the foreclosure proceedings held under the provisions contained herein, and fail to pursue said exceptions diligently, or should said exceptions be overruled by decree of a Court hearing same, then the Mortgagor, its successors ~~heirs~~ personal representatives and assigns agree to pay an additional, reasonable attorney's fee unto Eugene M. Childs, or LeRoy Bald, for conducting the defense to said exceptions.

WITNESS the hand and seal of the said Mortgagor

AT TEST:

ALL YEAR DEVELOPMENT CORP. CORPORATE SEAL 1955 MARYLAND

S. Dunbar Coss Secretary

ALL YEAR DEVELOPMENT CORP

By J. Carl West (SEAL)
J. Carl West President

..... (SEAL)

..... (SEAL)

..... (SEAL)

5

LIBER 134 PAGE 284

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 1032 PAGE 198

I Hereby Certify, that on this 13 day of December in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. CARL WEST, President of the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be the act of said body corporate, At the same time also appeared ANTON BENESH, one of the within named Mortgagees, 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 seal Notarial.

Eugene M. Childs
Notary Public
Eugene M. Childs

Rec'd for record June 1 1956 at 9.08 A.M.
Mailed to Childs + Bradd

Assmt

REC'D FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 JUN -2 AM 10:13
& RECORDED IN LIBER GTC
NO 1032 FOLIO 198
GEO. T. CROMWELL, CLERK

Rd 1.00

File in (5) Ebrity

PURCHASE MONEY

MORTGAGE

FROM

ALL YEAR DEVELOPMENT

TO

ANTON BENESH

JESSIE PRATT BENESH, wife

BLOCK NO.

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

RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 JUN - 2 AM 9:08
& RECORDED IN LIBER GTC
NO 1032 FOLIO 195
GEO. T. CROMWELL, CLERK

Cost of Record, $ 7.50

CHILDS AND BADD
Attorneys at Law
192 Duke of Gloucester Street
Annapolis, Maryland

R. Tilghman Brice

For value received we hereby assign the within mortgage to R. Tilghman Brice, III for the purpose of foreclosure.

WITNESS our hands and seals this 3rd day of January, 1961.

WITNESS:

Bernice F. Welch
Bernice F. Welch

Anton Benesh (Seal)
Anton Benesh

Jesse Pratt Benesh (Seal)
Jesse Pratt Benesh

30426

LIBER 134 PAGE 285

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
SALE OF	:	for
MORTGAGED REAL ESTATE	:	ANNE ARUNDEL COUNTY
OF	:	NO. 14,424 EQUITY
ALL YEAR DEVELOPMENT CORP.	:	
	:	

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

STATEMENT OF MORTGAGE CLAIM OF ANTON BENESH and JESSE PRATT BENESH on mortgage from All Year Development Corp. to Anton Benesh and Jesse Pratt Benesh dated December 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1032, folio 195

December 13, 1955, Mortgage	$42,500.00
Paid on Account of principal to November 9, 1960	$12,324.19
Balance, principal of mortgage	$30,175.81 ✓
Interest at 5% from November 9, 1960 to December 13, 1960 ✓	$ 348.68
Balance, mortgage and intereet as of December 13, 1960	$30,524.49 ✓
Interest from December 13, 1960 to day of sale	$

CITY OF WASHINGTON, District of Columbia, to-wit: Benesh

I HEREBY CERTIFY, That on the 3rd day of January, 1961, before me, the subscriber, a Notary Public in and for the City of Washington, District of Columbia, personally appeared ANTON BENESH and JESSE PRATT BENESH, and made oath in due form of law that there is due and owing the said Anton Benesh and Jesse Pratt Benesh, the sum of $30,524.59 with interest on the principal balance of said mortgage from December 13, 1960 on the above entitled mortgage.

Berenice F. Welch
Notary Public

My Commission Expires [illegible]

FILED

1961 JUN -2 AM 11:06

6

Trustee's Bond

LIBER 11 PAGE 27 LIBER 134 PAGE 286

KNOW ALL MEN BY THESE PRESENTS:

No. 14,424 Equity

THAT WE R. Tilghman Brice III

as principal,

and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of thirty-thousand and oo/100 - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12 th day of June in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden R. Tilghman Brice III 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 Real Estate

mentioned in the proceedings in the case of Equity Number 14424

vs.

now pending in said Court: [illegible]

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN R. Tilghman Brice III 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

[illegible]

(SEAL)

R. Tilghman Brice (SEAL)

(SEAL)

(SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint T. N. FERCIOT, DANIEL F. HURLEY, JR. or SUE E. BRACY its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 8th day of October, 1958

STANDARD ACCIDENT INSURANCE COMPANY

By [illegible]
Vice-President

ATTEST: [illegible]
Assistant Secretary

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

June 12, 1961, 19

[illegible]
Assistant Secretary

B-895-H Ed. 10-1958

FILED

1961 JUN 16 AM 10: 15

Bond approved this 16th day of June, 1961

George T. Cromwell, Clerk

GEORGE W. SCIBLE - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE

Developed Property

LOCATED IN THE FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, AND BEING PARTS OF SOUTH RIVER HEIGHTS, LOCATED ON SOUTH RIVER

LIBER 134 PAGE 287

By virtue of the power of sale contained in a mortgage from All Year Development Company dated December 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1032, folio 195, said mortgage being in default, I will offer at Public Sale at the Court House door, City of Annapolis, on

FRIDAY, JUNE 16, 1961

At 10:30 A.M.

the following property:

ALL those tracts or parcels of land as shown on a Plat entitled South River Heights, which is recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 31 and described as follows:

LOTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 21, 22, 23 and 24

LOTS NOS. 48, 49A, 49B, 50, 51, 52, 53, and 54, 55, 56, 57 and 58

SAVING AND EXCEPTING therefrom, the portions thereof that were previously conveyed to William and Mary Schrand by Deed dated July 18, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 696, folio 279.

LOTS NOS. 59, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93 and 94

LOTS NOS. [redacted] 99, 100, 101, 102, the northeast one-half of 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117

The southwesternmost one-half (25 foot) of Lot No. 119 and the triangular piece at the south east ends of lots nos. 118 and 119, said piece having a base of 40 feet on a line North 31° 10' East and height of 28 feet, more or less, on a line North 58° 50' West from Riverview Road.

The northeast one-half of Lot no. 120 (202.5 feet with even width 25 feet adjacent to Lot no. 119).

The southwest portion of Lot no. 121 (200 feet with even depth of 15 feet, adjacent to the 10 foot path, as shown on said plat).

The northeast portion of Lot no. 122 (200 feet more or less, with even depth of 30 feet adjacent to said 10 foot path).

LOT NO. 40, SAVING AND EXCEPTING therefrom, however, that portion heretofore sold to Winnona M. Reeves, as described in a Deed dated August 14, 1943, recorded among the

Land Records of Anne Arundel County in Liber J.H.H. 283, folio 285.

LOT NO. 38, SAVING AND EXCEPTING therefrom, that portion conveyed to William H. Vail and wife, by Deed dated October 11, 1945, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 341, folio 370.

SAVING AND EXCEPTING from the aforesaid parcels of land a 15 foot widening strip along Riva Road through lots 1 through 10, as shown on said plat and Riverview Road, 30 foot wide, Centre Road, 30 foot wide, Tudor Hall Road, 30 foot wide, Spring Cove Road, 30 foot wide, together with a drainage easement 10 foot wide, between division line of Lots No. 45 and 46 being the center line of said easement and running from Tudor Hall Road, South 28° 44' West 130 feet more or less to Beard's Creek.

BEING AND INTENDED to be of the same property conveyed to Anton Benesh and Jessie Pratt Benesh, his wife, to All Year Development Corporation, by Deed dated December 31, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1032, folio 192 and being also the same property contained in a mortgage from All Year Development Corporation to Anton Benesh and Jesse Pratt Benesh, his wife, by Deed dated December 13, 1955 and recorded in Liber G.T.C. No. 1032, folio 195.

SAVING AND EXCEPTING therefrom so much of said property as has been heretofore released from the legal operation and effect of said mortgage.

This property is a sub-division as shown on a Plat of South River Heights, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 31.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchasor on the day of sale. Balance of purchase money including interest at the rate of Six (6%) per cent per annum to be paid in cash at the ratification of sale.

TAXES and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III
Assignee,
140 South Street
Annapolis, Maryland.

FILED

1961 JUL 11 PM 12:04

LIBER 134 PAGE 288

LIBER 134 PAGE 289

I HEREBY CERTIFY, That I have this 16th day of June, 1961, sold the property described on the reverse side of this handbill to SAMUEL PURDY, GREGORY L. DIEGELMANN, PAUL STOINOFF, ROYSTON R. BENNETT JR., AT AND FOR the sum of $ TWENTY FIVE THOUSAND DOLLARS, they being the highest bidder for the same.

GEORGE W. SCIBLE - AUCTIONEER

I HEREBY CERTIFY, That We have this 16th day of June, 1961, purchased the property described on the reverse side of this handbill from R. Tilghman Brice, III, Assignee, at and for the sum of $25,000.00(twenty five thousand dollars) and do hereby agree to comply with the terms of sale.

Samuel Purdy

Gregory L. Diegelmann

Paul Stoinoff

Royston R. Bennett Jr.

FILED

1961 JUL 11 PM 12:04

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE	:	FOR
MORTGAGED REAL ESTATE	:	ANNE ARUNDEL COUNTY
OF	:	
ALL YEAR DEVELOPMENT CORPORATION	:	NO. 14,924 Equity
	:	
	:	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of R. Tilghman Brice, III, Assignee, named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved by the Clerk of this Court, advertise the said property for sale on Friday, June 16th, 1961 at 10:30 o'clock a.m., by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks, before the day of sale, and also by handbills which he caused to be posted on the premises, and at the Court House door, in the City of Annapolis, Maryland, and in pursuance of said notice, he did attend, in person, at the Court House door in the City of Annapolis, Maryland, on Friday, June 16th, 1961 at 10:30 o'clock a.m., that being the time and place advertised for said sale, and did then and there offer said property mentioned in said mortgage filed in this case, which said mortgage is dated the 13th day of December, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 945, folio 37.

SAVING AND EXCEPTING THEREFROM so much of said property as had been heretofore released.

Said property being all those pieces or parcels of land lying and being in the First Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

ALL as shown on a Plat entitled South River Heights, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 31, and described as follows:

FILED

1961 JUL 11 PM 12:04

40

LOTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9. and 10, 21, 22, 23 and 24.

LOTS NOS. 48, 49A, 49B, 50, 51, 52, 53 and 54, 55, 56, 57 and 58

SAVING AND EXCEPTING therefrom the portions thereof that were previously conveyed to William and Mary Schrand by Deed dated July 18, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 696, folio 279.

LOTS NOS. 59, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93 and 94

LOTS NOS. 99, 100, 101, 102, the northeast one-half of 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117

The southwesternmost one-half (25 foot) of Lot No. 119 and the triangular piece at the south east ends of lots nos. 118 and 119, said piece having a base of 40 feet on a line North 31° 10' East and height of 28 feet, more or less, on a line North 58° 50' West from Riverview Road.

The northeast one-half of lot no. 120 (202.5 feet with even width 25 feet adjacent to Lot No. 119)

The southwest portion of Lot no. 121 (200 feet with even depth of 15 feet, adjacent to the 10 foot path, as shown on said plat).

The northeast portion of Lot No. 122 (200 feet more or less, with even depth of 30 feet adjacent to said 10 foot path).

LOT NO. 40, SAVING AND EXCEPTING therefrom, however, that portion heretofore sold to Winnona M. Reeves, as described in a Deed dated August 14, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 283, folio 285.

LOT NO. 38, SAVING AND EXCEPTING therefrom, that portion conveyed to William H. Vail and wife, by Deed dated October 11, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 341, folio 370.

All of the right, title and interest of All Year Development Corporation in and to Cove Park, Park Lane, the 10 foot path between Spring Cove Road and Riverview Road and the 15 foot lane between Tudor Hall Road, all as shown on the Plat of South River Heights, which was conveyed to Anton Benesh and wife by Quit Claim Deed and Release by Glenn S. Sabine, et al, dated

December 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1032, folio 182, and Quit Claim Deed and Release from William C. Schrand, et al to Anton Benesh and wife dated December 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1032, folio 187.

SAVING AND EXCEPTING from the aforesaid parcels of land a 15 foot widening strip along Riva Road through Lots 1 through 10, as shown on said plat and Riverview Road, 30 foot wide, Centre Road, 30 foot wide, Tudor Hall Road, 30 foot wide, Spring Cove Road, 30 foot wide, together with a drainage easement 10 foot wide, between division line of Lots No. 45 and 46 being the center line of said easement and running from Tudor Hall Road, South 28° 44' West 130 feet more or less to Beard's Creek.

BEING and INTENDED to be of the same property conveyed by Anton Benesh and Jessie Pratt Benesh, his wife, to All Year Development Corporation, by Deed dated December 31, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1032, folio 192, and being also the same property contained in a mortgage from All Year Development Corporation to Anton Benesh and Jessie Pratt Benesh, his wife, by Deed dated December 13, 1955 and recorded in Liber G. T. C. No. 1032, folio 195. SAVING AND EXCEPTING therefrom so much of said property as has been heretofore released from the legal operation and effect of said mortgage.

TOGETHER with all improvements thereon and all appurtenances thereto and did sell the property hereinabove described unto Samuel Purdy, Gregory L. Diegelmann, Paul Stoinoff and Royston R. Bennett Jr., as tenants in common, at and for the sum of TWENTY FIVE THOUSAND ($25,000.00) DOLLARS, they being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the Auctioneer as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III, Assignee named in the mortgage.

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

I HEREBY CERTIFY, That on this 16th day of June, 1961, before me, the

12

subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Assignee named in the mortgage mentioned in thises proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy H. Biggs
Notary Public

ORDER NISI

LIBER 134 PAGE 294

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~versus~~
ALL YEAR DEVELOPMENT CORPORATION

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,424 Equity

Ordered, this 11th day of July, 1961, That the sale of the Property in these proceedings mentioned, made and reported by R. Tilghman Brice, III, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of August next.

The report states that the amount of sale was $ 25,000.00

FILED 1961 JULY 11 PM 12:04

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~versus~~
ALL YEAR DEVELOPMENT CORPORATION

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 15th day of August, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1961 AUG 15 PM 3:20

14

Legal Notice

Assigner Sale

OF VALUABLE DEVELOPED PROPERTY

LOCATED IN THE FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, AND BEING PARTS OF SOUTH RIVER HEIGHTS, LOCATED ON SOUTH RIVER.

By virtue of the power of sale contained in a mortgage from All Year Development Company dated December 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1032, folio 195, said mortgage being in default, I will offer at Public Sale at the Court House door, City of Annapolis, on the

16th Day of June, 1961 at 10:30 a.m.

the following property:

ALL those tracts or parcels of land as shown on a Plat entitled South River Heights, which is recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 31 and described as follows:

LOTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, 21, 22, 23 and 24

LOTS NOS. 48, 49A, 49B, 50, 51, 52, 53, and 54, 55, 56, 57, and 58 SAVING AND EXCEPTING therefrom, the portions thereof that were previously conveyed to William and Mary Schrand by Deed dated July 18, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 696, folio 279.

LOTS NOS. 59, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93 and 94

LOTS NOS. 97, 98, 99, 100, 101, 102, the northeast one-half of 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117

The southwesternmost one-half (25 foot) of Lot No. 119 and the triangular piece at the southeast ends of lots nos. 118 and 119, said piece having a base of 40 feet on a line North 31 degrees 10' East and height of 28 feet, more or less, on a line North 58 degrees 50' West from Riverview Road.

The northeast one-half of Lot no. 120 (202.5 feet with even width of 25 feet adjacent to Lot no. 119).

No. 15

14,424

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 295

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1961

We hereby certify, that the annexed Assignee's Sale All year Development Company

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 16th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL 14 PM 12

By H. Tilghman

The southwest portion of Lot no. 121 (200 feet with even depth of 15 feet, adjacent to the 10 foot path, as shown on said plat). The northeast portion of Lot no. 122 (200 feet more or less, with even depth of 30 feet adjacent to said 10 foot path).

LOT NO. 40, SAVING AND EXCEPTING therefrom, however, that portion heretofore sold to Winnona M. Reeves, as described in a Deed dated August 14, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 283, folio 285.

LOT NO. 38, SAVING AND EXCEPTING therefrom, that portion conveyed to William H. Vail and wife, by Deed dated October 11, 1945, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 341, folio 370.

SAVING AND EXCEPTING from the aforesaid parcels of land a 15 foot widening strip along Riva Road through lots 1 through 10, as shown on said plat and Riverview Road, 30 foot wide, Centre Road, 30 feet wide, Tudor Hall Road, 30 foot wide, Spring Cove Road, 30 foot wide, together with a drainage easement 10 foot wide, between division line of Lots No. 45 and 46 being the center line of said easement and running from Tudor Hall Road, South 28 degrees 44' West 130 feet more or less to Beard's Creek.

BEING AND INTENDED to be of the same property conveyed to Anton Benesh and Jessie Pratt Benesh, his wife, to All Year Development Corporation, by Deed dated December 31, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1032, folio 192 and being also the same property contained in a mortgage from All Year Development Corporation to Anton Benesh and Jessie Pratt Benesh, his wife, by Deed dated December 13, 1955 and recorded in Liber G. T. C. No. 1032, folio 195.

SAVING AND EXCEPTING therefrom so much of said property as has been heretofore released from the legal operation and effect of said mortgage.

This property is a sub-division as shown on a Plat of South River Heights, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 31.

TERMS OF SALE: A deposit of 10 per cent of the purchase price will be required of the purchaser on the day of sale. Balance of purchase money including interest at the rate of Six (6 per cent) per cent per annum to be paid in cash at the ratification of sale.

TAXES and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III
Assignee,
140 South Street
Annapolis, Maryland.
GEORGE W. SCIBLE,
Auctioneer

Ju-15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 297

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 8, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,424
All Year Development
Corporation,

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 August, 1961. The first insertion being made the 13th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,424 Equity

In the matter of the the Sale of the Mortgaged Real Estate of
ALL YEAR DEVELOPMENT CORPORATION

Ordered, this 11th day of July, 1961 That the sale of the Property in these proceedings mentioned made and reported by R. Tilghman Brice, III, Assignee BE RATIFIED AND COMFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of August next.

The report states that the amount of sale was $25,000.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-3

FILED
AUG 10 PM 1:27

No. M.G. 22306 1961

16

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
vs.
of
All Year Development Corporation

In the

Circuit Court

For

Anne Arundel County

No. 14,424 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. Jubling
Auditor

October 25, 1961

FILED
1961 OCT 25 PM 3:10

61

Dr. In the Matter of the Sale of the Mortgaged Real Estate of All Year Development Corporation in ac.

To Assignee for Fee, viz:	425	00		
To Assignee for Commissions, viz:	789	00	1,214	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	129	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	32		
Standard Accident Insurance Co.-bond premium	120	00		
George W. Scible - auctioneer's fee	175	00		
Clerk of court - recording assignment	1	00		
One-half Federal documentary stamps	13	75		
One-half State documentary stamps	27	50		
Dorothy W. Biggs - notary fee		50	508	59
To Assignee for Taxes, viz:				
1961 State and County taxes ($237.05) - adjusted to 6/16/61, plus interest	117	61	117	61
To Anton Benesh and Jessie Pratt Benesh, his wife, mortgagees - this balance on account mortgage claim	23,553	80	23,553	80
			25,450	00
Amount of mortgage claim filed	30,524	49		
Interest @ 5% on principal balance of $30,175.81 from 12/13/60 to 11/28/61 - 11 months 15 days	1,445	91		
	31,970	40		
Cr. Amount allowed above	23,553	80		
Balance subject to decree in personam	8,416	60		

18

with R. Tilghman Brice, III, Assignee Cr.

1961						
June	16	Proceeds of Sale	25,000	00		
		Interest on deferred payment of $22,500.00 to 10/16/61	450	00	25,450	00
					25,450	00

19

ORDER NISI

LIBER 134 PAGE 301

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~

of

All Year Development Corporation

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,424 Equity.

ORDERED, This 25th day of October, 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 28th 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 28th day of November next.

George T Cromwell

FILED 1961 OCT 25 PM 3:10

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of November, 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 30 PM 3:52

O. Bowie Duckett

20

OFFIC.)F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 302

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1961.

We hereby certify, that the annexed

Order Nisi - Sale Mortg. Eq. 14,424

All Year Development Corporation

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 28th day of November, 1961. The first insertion being made the 27th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Nancy Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,424 Equity
In the Matter of the Sale of the Mortgaged Real Estate of
ALL YEAR DEVELOPMENT CORPORATION

Ordered, this 25th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of 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 28th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-10

FILED
1961 NOV 15 PM 4.17

No. M. G. 23784

21

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA,

LIBER 134 PAGE 303

IN THE

Plaintiff

*

CIRCUIT COURT

vs.

*

FOR

*

ANNE ARUNDEL COUNTY

LESTER SPARKS and RUTH S. SPARKS, his wife,

* Docket 19 Folio 445

Case No. 14537

Defendants

* Filed

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Wm. Holland Wilmer, II, respectfully represents:

That on the 23rd day of September, 1954, the Defendants executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $10,750.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to The Guardian Life Insurance Company of America on the 23rd day of September, 1954.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Wm. Holland Wilmer, II,
Attorney for Plaintiff

FILED

1961 AUG -8 PM 1:21

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 134 PAGE 304

LIBER 867 PAGE 459

26341

MARYLAND

No. 14,537 Equity

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 23rd day of September, A. D. 19 54, by and between LESTER SPARKS and RUTH S. SPARKS, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED,

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten Thousand Seven Hundred Fifty and 00/100----------Dollars ($ 10,750.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-Four and 58/100---------- Dollars ($ 54.58), commencing on the first day of October, 19 54, 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 September, 19 84. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

L.S.
Rss.

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 519, Block B, Section 2 on the Plat of Munroe Gardens, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 7 now in Plat Book 24 Folio 28.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Monumental Homes Corporation unto the Mortgagors herein.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1961 AUG -8 PM 1:21

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

10—49690-7

3

LIBER 867 PAGE 460

LIBER 134 PAGE 305

The Mortgagors agree that should the Note and mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within 30 days from the date hereof or should any Officer or Authorized Agent of the said Administrator at any time claim a defense whether in whole or in part against any guarantee previously given the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook, furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm window, storm doors, hardware, wires, switches, electric fixtures, bells, installations, and all other waterworks, plumbing, piping, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **subject to an annual Ground Rent of $108.00 payable on the 23rd days of January and July in each and every year.**

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

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

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

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

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

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

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

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. 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 60 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or R. Dorsey Watkins, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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 $110.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: William G Kearney
WILLIAM G. KEARNEY

Lester Sparks [SEAL]
LESTER SPARKS
Ruth S. Sparks [SEAL]
RUTH S. SPARKS
[SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 867 PAGE 463

I HEREBY CERTIFY, That on this 23rd day of September 1954, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Lester Sparks and Ruth S. Sparks, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

William G Kearney
WILLIAM G. KEARNEY Notary Public.

Recorded: Sept. 30, 1954 at 9 A.M.

FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated hereby assigns the within mortgage unto The Guardian Life Insurance Company of America, its successors and assigns.

AS WITNESS the signature of James W. Rouse & Company, Incorporated by the hand of its Vice President, together with its corporate seal hereto affixed this 23rd day of September, 1954.

WITNESS:
Sally T. Phelps

JAMES W. ROUSE & COMPANY, INCORPORATED
C. G. Carey
C. G. Carey, Vice President

Recorded: Sept. 30, 1954 at 9 A.M.

STATE OF MARYLAND
CHATTEL INDEX

Mortgage

FROM

LESTER SPARKS and
RUTH S. SPARKS, his wife

TO

JAMES W. ROUSE & COMPANY, INCORPORATED
Short Assigned to
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Received for Record 30 Sept. 1954, at 9 o'clock A.M.
Same day recorded in Liber J.H.H. No. 867 Folio 459 &c., one of the Land Records of A.A.Co.
and examined per
JOHN H. HOPKINS, 3rd, Clerk.
Cost of Record, $

Received for Record 30 Day of Sept. 1954 CHATTEL INDEX 9 A.M. and the same day recorded in Liber J.H.H. No. 867 Fol. 463 Land Records of Anne Arundel County.
JOHN H. HOPKINS, 3rd, Clerk.

LIBER 134 PAGE 308

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
LESTER SPARKS and RUTH S. SPARKS, his wife, Defendants	*	Docket 19 Folio 445 Case No. 14,539 Equity Filed

* * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, County OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County , personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Harry H. Batchelor
Harry H. Batchelor
Vice President of
James W. Rouse & Co., Inc.

Subscribed and sworn to before me this 4th day of August, 1961.

Gloria - Jean Rouse
Notary Public

My commission expires: 5/6/63.

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1961 AUG -8 PM 1:21

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LIBER 134 PAGE 309

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
LESTER SPARKS and RUTH S. SPARKS, his wife, Defendants	* Docket 19 Folio 445 Case No. 14,539 Filed	

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of August 1, 1961

Mr. and Mrs. Lester Sparks
519 Hamlen Road
Glen Burnie, Maryland

Original amount of mortgage		$10,750.00
LESS		
Total principal payments		1,289.89
		$ 9,460.11
PLUS		
Interest due from March 1, 1961 through August 1, 1961 at 4-1/2% on $9,460.11	$178.45	
Late charges from April, May, June and July at $3.30	13.20	191.65
		$ 9,651.76
LESS		
Credit balance in expense account		63.10
TOTAL MORTGAGE DEBT CLAIMED		$ 9,588.66

STATE OF MARYLAND,
County OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 4th day of August 1961, and before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of August 1, 1961, to the said The Guardian Life Insurance Company of America.

AS WITNESS my hand and Notarial Seal.

GLORIA-JEAN ROUCH NOTARY PUBLIC BALTIMORE

FILED

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Gloria-Jean Rouch
Notary Public
My commission expires: 5/6/63.

LIBER 134 PAGE 318

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
LESTER SPARKS and RUTH S. SPARKS, his wife, Defendants	*	Docket 19 Folio 445 Case No. 14,539 Filed

* * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 8th day of August, 1961, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Wm. Holland Wilmer, II and Charles T. Albert, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale of the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1958 Ed.) Rule 1391 §e(1) (b) (1), of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be

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

Matthew S. Crowe
Judge

9

New Amsterdam Casualty Company

No. 14,537 Equity

LIBER 134 PAGE 312

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

#339129

LIBER 11 PAGE 96

Know All Men By These Presents:

THAT WE, Charles T. Albert and Wm. Holland Wilmer, II, 900 First National Bank Building, Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of NINTY-FIVE HUNDRED AND NO/100 - - - - - - -Dollars ($ 9500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of August in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden Charles T. Albert and Wm. Holland Wilmer, II by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Md. has been appointed trustee to Sell property known as #519 Hamlen Ave., Glen Burnie, Anne Arundel County, Maryland mentioned in the proceedings in the case of

The Guardian Life Insurance Company of America

vs.

Lester Sparks and Ruth Sparks, his wife

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert & Wm. Holland Wilmer, II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Charles T. Albert (SEAL)
Charles T. Albert

Catherine E. Frazier

Wm. Holland Wilmer, II (SEAL)
Wm. Holland Wilmer, II

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

~~XXXXX~~ WITNESS:

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

S. Alvey

Bond approved this 5th day of September 19 61

George T. Cromwell, Clerk

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1961 SEP 5 AM 9 42

1-307-Md. Trustee—Receiver 500-9-51

New Amsterdam Casualty Company

No. 14,537-Equity

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 11 PAGE 97

LIBER 134 PAGE 313

ADDITIONAL Bond No. 339129

Know All Men By These Presents:

THAT WE, Charles T. Albert and Wm. Holland Wilmer, II, 900 First National Bank Building, Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of - - - FIVE HUNDRED AND NO/100 - - - - - - Dollars ($ 500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of September in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden Charles T. Albert and Wm. Holland Wilmer, II by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Md. has been appointed trustee to Sell property known as 519 Hamlen Ave., Glen Burnie, Anne Arundel County, Md. mentioned in the proceedings in the case of

The Guardian Life Insurance Company of America

vs.

Lester Sparks and Ruth Sparks, his wife

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert & Wm. Holland Wilmer, II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Catherine E. Frazier

Charles T. Albert (SEAL)
Charles T. Albert

Wm. Holland Wilmer, II (SEAL)
Wm. Holland Wilmer, II

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

~~XXXXX~~ WITNESS:

S. Alvey
S. Alvey

Bond approved this 5th day of September 1961

George T. Cromwell, Clerk

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1961 SEP -5 AM 9:42

I-307-Md. Trustee—Receiver 500-9-51

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
LESTER SPARKS and RUTH S. SPARKS, his wife,	*	Docket 19, Folio 445 Case No. 14,537
Defendants	*	Filed_____

* * * * * * * * *

LIBER 134 PAGE 326

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Wm. Holland Wilmer, II and Charles T. Albert, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgage property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital - Gazette, a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees, did, pursuant to said notice on Tuesday, September 5, 1961 at 12:00 Noon, sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated September 23, 1954, and delivered to James W. Rouse & Company, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 459; said mortgage being assigned to The Guardian Life Insurance Company of America, viz:

> Being known and designated as Lot 519, Block B, Section 2 on the Plat of Munroe Gardens, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 7 now in Plat Book 24, Folio 28.

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12

And your Trustees sold said property unto The Guardian Life Insurance Company of America at and for the sum of Seven Thousand, Five Hundred Dollars ($7,500.00), said comapny being at that price the highest bidder therefor.

AND, as in duty bound, etc.

Wm. Holland Wilmer [SEAL]
Wm. Holland Wilmer, II, Trustee

Charles T. Albert [SEAL]
Charles T. Albert, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 5th day of September 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WM. HOLLAND WILMER, II and CHARLES T. ALBERT, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

VERA MAE RICHTEMEYER NOTARY PUBLIC BALTIMORE, MD.

Vera Mae Richtemeyer
Notary Public

My commission expires: May 6, 1963

LIBER 134 PAGE

13

ORDER NISI

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

versus

LESTER SPARKS and RUTH S. SPARKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,537 Equity

LIBER 134 PAGE 316

Ordered, this 7th day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by Wm. Holland Wilmer, II, ~~Trustee~~ and Charles T. Albert, Trustees

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.

The report states that the amount of sale was $ 7,500.00.

Filed Sept. 7, 1961

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

versus

LESTER SPARKS and RUTH S. SPARKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 17th day of October, 19 61 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.

D. Barrie Duckett

JUDGE.

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14

PIPER & MARBURY, Solicitors
900 First National Bank Building
Baltimore 2, Maryland

Trustees' Sale

OF LEASEHOLD PROPERTY

The improvements thereon being known as 519 HAMLEN ROAD, GLEN BURNIE, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County passed on the 8th day of August, 1961, in the case entitled "The Guardian Life Insurance Company of America, Plaintiff vs. Lester Sparks and Ruth S. Sparks, his wife, Defendants", the undersigned Trustees will sell at Public Auction at the premises on

Tuesday, September 5, 1961 at 12:00 Noon

The property is described as "Being known and designated as Lot 519, Block B, Section 2 on the Plat of Munroe Gardens". For a more complete description see mortgage from Lester Sparks and Ruth S. Sparks, his wife, to James W. Rouse & Company, Incorporated, dated September 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 459, said mortgage being assigned to The Guardian Life Insurance Company of America on September 23, 1954.

IMPROVEMENTS: The improvements consist of an attractive one story, detached, frame cottage consisting of a living room, large kitchen, three bedrooms and a bath. There is forced hot air heat, gas fired. There is public sewer and water service.

SUBJECT to an annual ground rent of $108.00.

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

TERMS OF SALE: A cash deposit of $800.00 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rents, and all other liens or charges, public or otherwise, including special paving taxes and front foot benefit charges, if any, will be adjusted to day of sale

Wm. Holland Wilmer, II and
Charles T. Albert, Trustees

A-31

No. 15

14,537

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 317

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed

Trustee's Sale

Lester Sparks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September, 1961. The first insertion being made the 10th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1961 Sept 8, PM 4:10

By A. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,537 EQUITY
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
versus
LESTER SPARKS and
RUTH S. SPARKS, his wife

Ordered, this 7th day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by Wm. Holland Wilmer II and Charles T. Albert, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contary 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.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-5

OFFICE

Maryland Gazette

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

LIBER 134 PAGE 318

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1961

We hereby certify, that the annexed
Order Nisi Sale
Eq. 14,537
Lester Sparks
was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

FILED
OCT 10 PM 1 57

No. M. G. 23158 1961

16

In the Case of

The Guardian Life Insurance Company of America

vs.

Lester Sparks and Ruth S. Sparks, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,537 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 he has stated the within account.

All of which is respectfully submitted.

Laura K. Jackson
Auditor.

October 26, 1961

FILED
1961 NOV -1 PM 2:49

Dr. The Guardian Life Insurance Company of America vs. Lester Sparks and Ruth S. Sparks, his wife in ac.

To Trustees for Fee, in lieu of fee and commission, as agreed, viz:	250	00	250	00
To Trustees for Court costs, viz:				
Plaintiff's Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account and three copies	22	50	64	00
To Trustees 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	20	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	8	25		
Vera M. Richtemeyer - notary fees	1	00	148	38
To Trustees for Ground Rent, viz:				
Semi-annual ground rent ($54.00) due 1/23/62 - 1 month 13 days	13	20	13	20
To The Guardian Life Insurance Company of America, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,137	09	7,137	09
			7,612	67
Amount of mortgage claim filed	9,588	66		
Interest @ 4½% on principal balance of $9,460.11 from 8/1/61 to 12/1/61 - 4 months	141	90		
	9,730	56		
Cr. Amount allowed above	7,137	09		
Balance subject to decree in personam	2,593	47		

18

with

Wm. Holland Wilmer, II and ~~and~~ Charles T. Albert, Trustees

Cr.

1961						
Sept.	5	Proceeds of Sale	7,500	00		
		Interest on deferred payment of $6,700.00 to 10/18/61	48	05	7,548	05
		Refund 1961 State and County taxes ($168.87) - 3 months 25 days	54	87		
		Refund 1961 Water and Sewer Benefit charges ($30.00) - 3 months 25 days	9	75	64	62
					7,612	67

LIBER 134 PAGE 322

ORDER NISI

The Guardian Life Insurance Company of America

VERSUS

Lester Sparks

and

Ruth S. Sparks, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,537 Equity.

ORDERED, This 1st day of ~~October~~ November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of ~~November~~ December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of ~~November~~ December ~~next~~.

George P. Cromwell

FILED 1961 NOV -1 PM 2:49

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of December, 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 DEC 13 PM 2:50

D Brian Duckett

20

LIBER 134 PAGE 323

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,537 EQUITY

The Guardian Life Insurance Company of America

versus

LESTER SPARKS and RUTH S. SPARKS, his wife

Ordered, this 1st day of November, 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 December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-21

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,537
Auditor Account

Lester Sparks

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 December, 1961. The first insertion being made the 9th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC -5 PM 12:19

By Hazel Tilghman

No. M. G. 24137

21

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN	*	IN THE
	*	
VS.		CIRCUIT COURT FOR
	*	
GEORGE R. HALL and SHIRLEY HALL, his wife,		ANNE ARUNDEL COUNTY IN EQUITY
* * * *		*
		No. 14,528.

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, the same being a mortgage from the Defendants to the Plaintiff dated July 20th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1314, folio 424.

John R. Rowe
Attorney for Plaintiff

FILED
1961 AUG -4 AM 9:56

Equity No. 14,528

2455-1

INSPECTED E. BOLSTLER C.P.A.

CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1314 PAGE 424

LIBER 134 PAGE 325

This Mortgage, made this — 20th — day of July in the year one thousand nine hundred and fifty-nine, between GEORGE R. HALL and SHIRLEY HALL, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said GEORGE R. HALL and SHIRLEY HALL, his wife, the sum of Eleven Thousand Nine Hundred Ninety ($11,990.00) - - - - - - - - - - - dollars, being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 5½% per cent per annum, in the manner following:

By the payment of Seventy-four ($74.00) - 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 fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent 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 Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 18, Block A, as shown on Plat of Section 1 North Wellham recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 25. The improvements thereon being known as 1422 Rowe Drive.

BEING the same lot of ground described in Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from The Bready-Fisher Corporation to the within named Mortgagors.

SUBJECT to an easement 5 feet wide along the rear lines of said lot, for utilities, as shown on the Plat above referred to.

PLAINTIFFS EXHIBIT NO. 1

FILED

1961 AUG -4 AM 9:56

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 10th days of January and July, in each and every year.

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee 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, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

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, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be [illegible]ed.

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 person or corporation, other than the Mortgagor, 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. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor 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 JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Naomi K. Binko
Naomi K. Binko

George R. Hall (SEAL)
George R. Hall

Shirley Hall (SEAL)
Shirley Hall

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of July, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared GEORGE R. HALL and SHIRLEY HALL, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and 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 further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Doris E. Monnett
Doris E. Monnett, Notary Public

Rec'd for record July 22, 1959 at 3:28 P.M.
Mailed to Rowe, Rowe & Dick

4

STATEMENT OF MORTGAGE CLAIM

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

GEORGE R. HALL and SHIRLEY HALL, his wife,

DOCKET 19 FOLIO 441
CASE NO. 14,528
FILED

IN THE

CIRCUIT COURT No. 2

—OF—

BALTIMORE CITY

LIBER 134 PAGE 328

STATEMENT OF MORTGAGE DEBT

Amount of Principal of said mortgage	11,990.00
Less payments on account of principal	324.27
	11,665.73 ✓
Plus unpaid interest to July 31, 1961	238.98
	11,904.71
Plus overdrawn expense account	57.79
	11.962.50

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 31st day of July in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared GEORGE G. FREYMAN, Vice-President of First Fed. S/L Association of Brooklyn

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

As witness my hand and Notarial Seal

Barbara G. Yeager
Notary Public
Barbara G. Yeager

FILED
1961 AUG -4 AM 9:56

NOTARY PUBLIC

Mortgagee and Attorney's Bond. 1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 14,528 Equity

LIBER 134 PAGE 32

LIBER 11 PAGE 74

Bond No. 338962

Know All Men by These Presents:

That we John B. Rowe - 2 East Lexington Street - 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 TWELVE THOUSAND AND NO/100 ($12,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

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

Whereas, the above bounden John B. Rowe

by virtue of the power contained in a Mortgage from George R. Hall and Shirley Hall, His Wife bearing date the 20th day of July nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1314, Folio 424, and

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

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

As to Principal: [signature]

As to Surety: M. L. Greller [signature]

M. L. Greller

John B. Rowe [signature] (Seal)

John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]

R. H. Nichols, Attorney-in-Fact

Bond approved this 4th day of August 1961

George T. Cromwell

FILED

1961 AUG -4 AM 9:56

Militai. Affidavit under Soldiers' and Sa. rs' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

LIBER 134 PAGE 330

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN *vs.* GEORGE R. HALL and SHIRLEY HALL, his wife	IN THE CIRCUIT COURT ~~No.~~ 2 OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

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

Case No. 14,528 Eq.

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 Peter J. Lombardi, Executive Vice-President of First Federal Savings & Loan Association of Brooklyn 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.

Peter J. Lombardi
Affiant.

Subscribed and sworn to before me
this 31st day of August 1961

Nellie L. Coffey
Notary Public

NELLIE L. COFFEY · NOTARY PUBLIC · BALTIMORE CO., MD.

FILED
1961 SEP -1 AM 9:40

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	*	IN THE
	*	CIRCUIT COURT
VS.		
GEORGE R. HALL and SHIRLEY HALL, his wife,	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
		No. 14,528 Equity

LIBER 134 PAGE 331

* * * * * * *

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of John B. Rowe, Attorney named in the mortgage filed in these proceedings reports that pursuant to the power and authority conferred upon him by the above mentioned mortgage and having given the required bond and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, did pursuant to said notice attend at the Court House door in Annapolis, Anne Arundel County, Maryland, on Tuesday, September 5, 1961, at 12:00 o'clock noon and then and there sold by public auction the leasehold property described in the mortgage filed in these proceedings to First Federal Savings and Loan Association of Brooklyn, a body corporate, at and for the sum of Eighty-five Hundred ($8500.00) Dollars. The abovementioned purchaser being the highest bidder therefor.

John B. Rowe

John B. Rowe, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I hereby certify, that on this 6th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN B. ROWE, Attorney named in mortgage, and made oath 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.

Barbara G. Yeager

Barbara G. Yeager, Notary Public

FILED SEP -7 AM 11:06 1961

9

ORDER NISI

LIBER 134 PAGE 332

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

GEORGE R. HALL and SHIRLEY HALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,528 Equity

Ordered, this 7th day of September, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by John B. Rowe, Attorney named in the mortgage

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.

The report states that the amount of sale was $ 8,500.00

FILED 1961 Sept. 7

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

GEORGE R. HALL and SHIRLEY HALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of October, 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. Bruce Duckett

JUDGE.

FILED

1961 OCT 17 PM 3:49

10

ROWE, ROWE and VICK
2 E. Lexinbton Street
Baltimore 2, Maryland

Mortgage Sale

OF VALUABLE LEASEHOLD RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from George R. Hall and Shirley Hall, his wife, to First Federal Savings and Loan Association of Brooklyn, a body corporate, dated July 20, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1314, folio 424 (default having occurred thereunder), the undersigned will sell at public auction at the Court House Door, Annapolis, Maryland, on

Tuesday, Sept. 5, 1961 at 12 O'clock NOON

all that lot of ground and premises situate in Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lot No. 18, Block A, as shown on Plat of Section 1 North Wellham, recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 25. The improvements thereon being known as 1422 Rowe Drive.

Said lot having a frontage on the Northwesterly side of Rowe Drive of 43.66 feet with an irregular depth Northwesterly of about 170 feet. Subject to an annual ground rent of One Hundred Twenty ($120.00) Dollars.

IMPROVED by a ranch type frame dwelling.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax if any to be borne by purchaser. Subject also to such covenants, conditions and restrictions of record, if any, as may affect said lot of ground.

JOHN B. ROWE
Attorney named in Mortgage
T.C.W. HOBBS, Auctioneer

A-31

No. M

OFFICE OF 14,528

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 333

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7 1961

We hereby certify, that the annexed

Mortgage Sale

George R. Hall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September, 1961. The first insertion being made the 10th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By J. Tilghman

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1961 Sept
-8 PM 4:10

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Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 334

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,528

George R. Hall

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23176 1961 OCT 10 PM 1:57 By H. Tilghman

12

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,528 EQUITY
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

GEORGE R. HALL and SHIRLEY HALL, his wife

Ordered, this 7th dsy of September, 1961, That the sale of the property in these proceedings mentioned made and reported by John B. Rowe, Attorney named in the mortgage 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.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-5

In the Case of

First Federal Savings and Loan Association of Brooklyn

vs.

George R. Hall and Shirley Hall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,528 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. Jobelmann
Auditor.

October 25, 1961

FILED

1961 NOV -2 AM 10:14

13

Dr. in ac.

First Federal Savings & Loan Association of Brooklyn vs.
George R. Hall and Shirley Hall, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	286	68	386	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	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdan Casualty Co.-bond premium	48	00		
T. C. W. Hobbs - auctioneer's fee	40	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	9	35		
Barbara G. Yeager - notary fees	1	00	186	02
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $60.00 due 1/10/62 - 1 month 25 days	18	33	18	33
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	7,992	40	7,992	40
			8,634	93
Amount of mortgage claim filed	11,962	50		
Interest @ 5½% on principal balance of $11,665.73 from 7/31/61 to 11/30/61 - 4 months	213	87		
	12,176	37		
Cr. Amount allowed above	7,992	40		
Balance subject to decree in personam	4,183	97		

14

with

John B. Rowe, Attorney named in Mortgage

Cr.

1961						
Sept.	5	Proceeds of Sale	8,500	00		
		Interest on deferred payment to 10/17/61	56	00	8,556	00
		Refund 1961 State and County taxes- 3 months 25 days	65	13		
		Refund 1961 water and sewer benefit charges - 3 months 25 days	13	80	78	93
					8,634	93

ORDER NISI

LIBER 134 PAGE 338

First Federal Savings & Loan Association of Brooklyn

VERSUS

George R. Hall and Shirley Hall, his wife

In the **CIRCUIT COURT** For **ANNE ARUNDEL COUNTY**

No. 14,528 Equity.

ORDERED, This 2nd day of ~~October~~ November, 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 11th day of ~~November~~ December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of ~~November~~ December next.

George T Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of December, 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.

O. Bruce Duckett

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1961 DEC 13 PM 2:50

1961 NOV -2 PM 10:14

LIBER 134 PAGE 339

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,528 EQUITY
First Federal Savings & Loan Association of Brooklyn
versus
GEORGE R. HALL and SHIRLEY HALL, his wife

Ordered, this 2nd day of November, 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 December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-21

OFFI' OF

Maryland Gazette

Published by
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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed Order Nisi Eq 14,528 Auditor Account George R. Hall 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 December, 1961. The first insertion being made the 9th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 DEC -5 PM 12:19

By Hazel Tilghman

No. M. G. 24136

17

LIBER 134 PAGE [illegible]

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED,	*	
Maryland Hotel Building, Annapolis, Maryland,	*	IN THE
PETITIONER	*	
VS.	*	CIRCUIT COURT
SARAH WOLOD, 6 Pafel Road, Annapolis, Maryland,	*	
LEON BLOOM, 5018 Chalgrove Avenue, Baltimore, Maryland,	*	FOR
WILLIAM BLOOM, 609 Melvin Avenue, Annapolis, Maryland,	*	ANNE ARUNDEL COUNTY
SAMUEL BLOOM, 16 Steele Avenue, Annapolis, Maryland and	*	
REBECCA SNYDER, 3215 Woodland Avenue, Baltimore, Maryland,	*	NO. 14,318 EQUITY
LEGATEES UNDER THE LAST WILL AND TESTAMENT AND CODICIL OF LOUIS BLOOM, DECEASED,	*	
DEFENDANTS	*	

* * * * *

PETITION TO TERMINATE TRUST ESTATE OF LOUIS BLOOM

* * * * *

The Petition of Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, deceased, by Morris Turk, his Solicitor, respectfully shows:

1. That Louis Bloom, late of Anne Arundel County, departed this life on November 19, 1953, seized of certain real and personal property, and leaving a Last Will and Testament dated July 1, 1948 and a Codicil, dated May 2, 1949. Both the

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 8-3121

Will and the Codicil were admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Testamentary Records of said County. A certified copy of the Will and of the Codicil is filed herewith marked " Petitioner's Exhibit No. 1 ", which is prayed to be taken as part hereof.

2. That by his Will, the said Louis Bloom, after the payment of debts, funeral expenses and cost of administering the Estate, devised his property, real, personal and mixed unto your Petitioner, in trust, for the purposes and upon the conditions and with the powers set out in said Will in Paragraph " Third ", and your Petitioner was also appointed Executor.

3. That the said Louis Bloom, under the aforesaid Codicil, changed sub-paragraph "(7)" of Paragraph Third of the aforesaid Will, so that instead of vesting the properties numbered 91, 93 and 95 Main Street, Annapolis, Maryland, in his daughter, Sarah Wolod, at the end of the trust period of twenty years, your Petitioner was directed as Trustee to sell the same and distribute the proceeds as well as all other assets in his hands among all of the beneficiaries named in sub-paragraph (3) of said Paragraph Third, then living.

4. That at the time of the death of Louis Bloom, who was a widower, he had the following children all of whom were named in said Will and who were adults: a daughter, Rebecca Snyder; a daughter, Sarah Wolod; a son, Max Bloom; a son, Leon Bloom; a son, Samuel Bloom and a son, William Bloom.

OAH A. HILLMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND
COLONIAL 3-3131

5. That since the date of the death of Louis Bloom, his son Max Bloom died. Your Petitioner is advised and therefore alleges, that Max Bloom was unmarried and died without leaving issue surviving, vesting any interest he had under the Will and Codicil aforesaid, by their terms, in the remaining named legatees under sub-paragraph (7) of the Codicil.

6. That administration of the personal estate of said Testator has been completed. The First and Final Account of your Petitioner, as Executor, was filed and passed in the Orphans Court for Anne Arundel County on or about December 8, 1958. All costs and expenses of administration and inheritance taxes are paid. The net personal estate, consisting of cash, was paid by your Petitioner as Executor unto your Petitioner as Trustee under the Will. And he files herewith a certified copy of real estate appraisal in the Orphans Court as " Petitioner's Exhibit No. 2 ", which he prays to be taken as part hereof.

7. That it was uneconomical for the Trust Estate to hold certain of the aforesaid properties, for the reason that your Petitioner was directed by the City of Annapolis to either raze or close one building, on the corner of Main and Green Streets, because of its structural instability. Your Petitioner, believing it for the best interest of the Trust Estate not to raze the building, expended a substantial sum of money for temporary support of the building on direction of the City Engineer of Annapolis. The other buildings, on each side of the corner building, were very old, in need of extensive and expensive repairs and renovation and your Petitioner believed it would not be prudent to attempt their repair and renovation.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

Wherefore, your Petitioner petitioned this Court to assume limited jurisdiction of the trust for the purpose only of sale of the properties mentioned and of making distribution of the proceeds under direction of the Court. The proceedings are all set forth in the case titled " Noah A. Hillman, Trustee of Louis Bloom, Deceased, Petitioner vs. Rebecca Snyder, et al, Defendants ", being No. 13,063 Equity. Your Petitioner prays that the papers, exhibits and record in that case be considered as part hereof to the extent that the same may be necessary for proper adjudication of this cause.

8. That sale of the properties on Green Street and Main Street in the City of Annapolis was made under direction of this Court in the case hereinabove referred to. Under the provisions of said Will the Defendants Sarah Wolod and Rebecca Snyder were granted certain rights of occupancy. Each of them, by Stipulation and Consent to Decree, were later Decreed certain sums of money in lieu of their respective occupancy rights for the unexpired period of the Trust, as will appear by reference to the prior case.

9. That the balance of purchase money from the sale of said properties, after payment of costs, taxes, $ 3,000.00 to Sarah Wolod and $ 1,000.00 to Rebecca Snyder for their occupancy rights, was paid over to your Petitioner by C. Osborne Duvall, Trustee appointed by this Court to make sale, partly in cash in the sum or $ 15,894.37 and partly by two purchase money mortgages, one in the sum of $ 8,495.49 on No. 194 Green Street and the other, in the sum of $ 13,480.11 on Nos. 91-93-95 Main Street.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

10. That your Petitioner has been administering the Trust Estate of Louis Bloom without any Court permission, under and by virtue of sub-paragraph "(6)" of Paragraph Third of the Will of Louis Bloom.

11. That the Trust Estate of Louis Bloom now consists of the following:

(a) The sum of $ 19,543.19 in Account No. 7281 at Annapolis Federal Savings and Loan Association.

(b) The sum of $ 20,408.46 in Account No. 8695 on deposit at the same financial institution. NOTE: The foregoing includes proceeds from sale of the two mortgages - AT PAR.

(c) Checking account at Annapolis Banking and Trust Company.

(d) Property No. 8 Market Space, Annapolis, Maryland, improved by a brick building, combination tavern and apartments. This property is subject to a mortgage dated May 6, 1959, to John Segelken and Isabelle Segelken, his wife, the present balance being $ 4275.00.

(e) Property known as Nos. 56, 58 and 60 Spa Road, Annapolis, Maryland. These are three dwellings, part of a row of houses. The properties are subject to a mortgage dated September 10, 1958, to John Segelken and Isabelle Segelken, his wife, the present balance owing being $ 4,000.00.

(f) Property improved by a small garage building, adjoining the "Slicer House" on one side and No. 30 Taylor Street, Annapolis, Maryland on the other side.

OAH A. HILLMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND
COLONIAL 3-3131

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12. That under Paragraph Third, sub-paragraph (7), the Testator provided that the trust should continue until the expiration of twenty years after his death and shall then be ended. It is your Petitioner's belief, and he therefore avers, that it was the Testator's intention for the Trust to continue for said period of time in order to give his two daughters, Sarah and Rebecca, occupancy rights in his property on Main and Green Streets. His daughters have since been paid, as aforesaid, for their occupancy rights for the unexpired time of the Trust and there is no other property available for them to occupy which the Testator could have intended that they might occupy.

13. That the Testator, Louis Bloom, notwithstanding any other provisions made for his daughter, Rebecca Snyder, provided that title to the property known as No. 8 Market Space, Annapolis, Maryland, shall vest in his daughter at the expiration of the trust period. During the period of the Trust, the Testator further provided that his daughter should receive the rents from said property less taxes, etc.

14. That your Petitioner, who is familiar with the circumstances of the Trust Estate, believes it would be to the best interest of all concerned in the matter, to terminate the principal Trust. He further believes and therefore avers that it would be to the interest of Rebecca Snyder to continue or create a new Trust as to so much of the Trust Estate as concerns the property specifically held for her, namely, No. 8 Market Space. The principal Trust should all be reduced to cash and distribution made in accordance with the directions of the Testator, Louis Bloom, since his reason for wishing the Estate to

DAH A. HILLMAN
TTORNEY AT LAW
APOLIS, MARYLAND
COLONIAL 3-3131

continue so long (20 years) was based on occupancy of property now not a part of the Trust Estate.

WHEREFORE, your Petitioner prays the Court,

(a) To assume jurisdiction of the Trust Estate of Louis Bloom, for the purpose of sale of properties Nos. 56, 58 and 60 Spa Road and garage property on Taylor Street, Annapolis;

(b) To appoint a Trustee for the purpose of making sale of said properties and of making distribution of the proceeds thereof under direction of this Court;

(c) To distribute all of the proceeds of sale and other monies to the legatees under the Will and Codicil of Louis Bloom;

(d) To create or continue the trust for Rebecca Snyder of the property known as No. 8 Market Space, Annapolis, as nearly within the provisions of the Will and Codicil of Louis Bloom as possible.

(e) To appoint a Trustee to administer the Trust for Rebecca Snyder.

(f) To grant such other and further relief as may be required.

And, as in duty bound, etc.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

Morris Turk

MORRIS TURK
Maryland Hotel Building
Annapolis, Maryland
Colonial 3-4341

Noah A. Hillman

Noah A. Hillman, Trustee of
Louis Bloom, Petitioner

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 7th day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NOAH A. HILLMAN, Trustee of the Estate of Louis Bloom, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

Noah A. Hillman

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

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REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY

LAST WILL AND TESTAMENT

I, LOUIS BLOOM, a resident of Anne Arundel County, Maryland, being of sound mind, memory and understanding and capable of executing a valid deed or contract, do make, publish and declare the following as and for my Last Will and Testament, and do hereby revoke all other wills or codicils thereto heretofore made by me.

FIRST: I direct that my body be interred in the cemetery of the Khurlander Synagogue, of Baltimore, Maryland, in the burial lot which adjoins that of my deceased wife, Pauline Bloom. All matters pertaining to my funeral shall be conducted in accordance with the dictates of the Orthodox Jewish Religion. The said burial lot has been fully paid for by me during my life-time. I direct that a headstone be erected to mark my grave, and that the selection of same and the price to be paid therefor shall rest in the discretion of my son, Dr. Samuel Bloom and Noah A. Hillman, Trustee hereinafter named.

SECOND: I direct that all of my just debts, funeral expenses, and costs of administering my estate, shall be paid; and that all of them be paid out of the income from the trust properties hereinafter mentioned. Those debts upon which I have been making periodic installment payments during my life-time shall not be paid in full at one time, but my executor and trustee shall continue making the periodic installment payments at the same intervals and in the same amounts as I was paying during my life-time. If payment in full at one time is demanded of any debt which I have been paying in installments, and if there is no legal right to require the creditor to continue to accept installment payments, then I authorize, empower, and direct Noah A. Hillman, Trustee, of Annapolis, Maryland, to borrow the money needed for the payment of such debt, upon the security of trust property, upon terms that will permit payment of this new debt in periodic installments substantially at the same intervals and in the same amounts as I was paying in my life-time upon the debt so refinanced, and I authorize and empower the said Noah A. Hillman, Trustee to execute mortgages in fee simple of trust properties to secure payment of money borrowed under this provision. There shall be no obligation

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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EXHIBIT NUMBER ONE

on the part of the lender to see to the application of the money borrowed.

THIRD: All of the property, real, personal and mixed which I may own at the time of my death, whether now owned by me or hereafter acquired, and wherever situate, I give, devise and bequeath unto Noah A. Hillman, of Annapolis, Maryland, IN TRUST nevertheless to use and apply the same as follows:

(1) The said trustee shall permit my daughter, Rebecca Snyder, to select for her personal living quarters any house or apartment of the trust properties hereby devised, and shall terminate any other existing tenancy of the same as soon as this can be done lawfully, and shall permit her, and her family, if any, to occupy the same as long as she may desire, without payment of rent or any charge whatsoever. As often as she may desire to move her personal living quarters to any other house or apartment of the trust properties, the trustee shall terminate any other tenancy of the same as soon as this can be done lawfully, and shall permit her, and her family, if any, to occupy the same as long as she may desire, without payment of any rent or any charge whatsoever.

The said trustee shall also permit my daughter, Rebecca Snyder, to select any store premises of the trust properties wherein she desires to conduct a business, and the trustee shall terminate any other existing tenancy of the same as soon as this lawfully can be done, and shall permit her to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever. As often as she may desire to move her business to any other store premises of the trust properties, the trustee shall terminate any other existing tenancy of the same as soon as this can be done lawfully, and shall permit her to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever.

(2) My daughter, Sarah Wolod, shall have the right to occupy one house or apartment of the trust properties for the personal living quarters of herself and her family, without payment of rent or of any charge whatsoever. The house or apartment to be so occupied by her shall be selected by agreement between her and Rebecca Snyder and she must obtain the written consent of Rebecca Snyder to

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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her choice. The trustee shall terminate any other existing tenancy of the house or apartment so selected, and shall permit Sarah Wolod and her family to occupy the same so long as she may desire and so long as she uses the same for her personal living quarters, without payment of any rent or of any charge whatsoever. As often as Sarah Wolod may desire to move her personal living quarters to any other house or apartment of the trust properties, but only if she obtains the written consent of Rebecca Snyder to her selection, the trustee shall terminate any other existing tenancy of the same as soon as this can be done lawfully, and shall permit her and her family to occupy the same as long as she may desire and so long as she uses the same for her personal living quarters, without payment of any rent, and without any charge of any nature whatsoever.

The said Sarah Wolod shall also have the right to occupy one store premises of the trust properties so long as she shall bonafidely conduct a commercial enterprise thereon, without payment of any rent or of any charge whatsoever. The store to be occupied by her shall be selected by agreement between her and Rebecca Snyder, and she must obtain the written consent of Rebecca Snyder to her choice. The trustee shall terminate any other existing tenancy of the store premises so selected, as soon as this can be done lawfully, and shall permit the said Sarah Wolod to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever. As often as she may desire to move her business to any other store premises of the trust properties, provided she obtain the written consent of Rebecca Snyder, the said trustee shall terminate any other existing tenancy of the same as soon as this can be done lawfully and shall permit her to occupy the same so long as she bonafidely conducts a commercial enterprise thereon, without payment of any rent or of any charge whatsoever.

(3) Excepting the properties occupied by Rebecca Snyder and Sarah Wolod under the preceding provisions of this Will, I authorize, empower and direct the said Noah A. Hillman, Trustee to let and demise all of the trust properties, to such persons, for such terms, and for such rents and charges, as the said Trustee in his discretion may deem right and proper; and to collect and receive

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS MARYLAND

LIBER 134 PAGE 350

all income so derived. The said trustee shall have general control, management, and supervision of the trust properties, and shall care for, preserve and maintain the same, and cause to be made any repairs or alterations that he deems requisite. I direct that the said trustee shall employ my son-in-law, Meyer Wolod, as agent for the trust properties, to attend, under the supervision, direction, and control of the said trustee, to renting the properties, collecting rents, making repairs, and any other duties that the trustee may designate. The said trustee shall not have power to discharge the said Meyer Wolod from this employment unless and until it is established in a court of law that he has committed or attempted to commit some fraud or knavery against the trust estate.

The income derived from the trust properties shall be applied and expended each month by the trustee as follows: (a) to pay to the trustee each month five per cent (5%) of the gross rents collected, plus a like commission upon the fair rental value of properties occupied by Rebecca Snyder and Sarah Wolod, as full payment for all of his services as trustee, (b) to pay to Meyer Wolod each month six per cent (6%) of the gross rents collected by him, as full payment for all of his services in the administration of this trust, (c) to pay or set aside in a reserve each month one-twelfth of all taxes, public dues and charges that may be assessed against all of the trust properties including those being occupied by Rebecca Snyder and Sarah Wolod, (d) to pay each month all debts due for repairs, maintenance and upkeep of all the trust properties, including those being occupied by Rebecca Snyder and Sarah Wolod (which I hereby direct the trustee to keep in good repair); or, if a debt be large, to pay such portion thereof each month as the trustee in his discretion may decide, (e) to pay my just debts, funeral expenses, and costs of administering my estate, (f) to pay the remaining net income to my children each month, in the following proportions: eighteen per cent (18%) to my daughter, Rebecca Snyder; eighteen per cent (18%) to my daughter, Sarah Wolod; eighteen per cent (18%) to my son, Max Bloom; eighteen per cent (18%) to my son, Leon Bloom; eighteen per cent (18%) to my son, William Bloom; and ten per cent (10%) to my son, Samuel Bloom. The income shall be paid to the beneficiaries monthly, currently as received, as nearly as possible.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 134 PAGE 351

Upon the death of any daughter or son of mine, the share of income theretofore paid to such deceased daughrer or son shall be divided equally among his or her children then living, to the exclusion of any spouse of my deceased daughter or son; and upon the death of any of these grandchildren of mine his or her share of the income shall be divided equally among his or her surviving brothers and sisters. In event that any child of mine dies without leaving issue surviving, the share of income theretofore paid to such deceased child shall be distributed proportionately to the surviving beneficiaries of this trust, my children and grandchildren, to the exclusion of the spouse of the deceased child.

The share of income to which any grandchild of mine may become entitled under this trust, shall be held in further trust by the said Noah A. Hillman, Trustee, and shall be deposited in an interest bearing savings account in a safe bank and accumulated by the trustee until such grandchild shall attain the age of twenty-one (21) years at which time the entire fund so accumulated shall be paid outright to such grandchild. If such grandchild shall die before attaining said age, the share of such grandchild shall be divided equally among his surviving brothers and sisters. Provided, however, that the said trustee shall expend the whole or any portion of the fund if, in his opinion and discretion, such grandchild will not otherwise receive adequate support and maintenance, and the fund or share of income to which such grandchild is entitled in his opinion and discretion is not sufficient for this purpose, then I authorize, empower and direct the said trustee to expend for this purpose as much of the entire income from the trust properties as he may deem proper and necessary and to charge this extra allowance proportionately to all of the other beneficiaries of this trust.

I hereby authorize, empower and direct my said trustee to advance to any beneficiary under this trust such sum of money as in his discretion he may approve, in cases of illness, financial difficulty, accident, and emergency, and to charge the same against the share of such beneficiary in the future income of the trust property. Provided, however, that the trustee shall not advance more than two hundred dollars ($200.00) to a beneficiary in cases of financial

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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difficulties, nor more than one thousand dollars ($1,000.00) to a beneficiary in cases of accident or emergency; but there shall be no limit on the amount that can be advanced to a beneficiary, in the discretion of the trustee, in cases of illness. I authorize, empower and direct the said trustee to borrow money in furtherance of the provisions of this paragraph, if necessary, upon any or all of the trust properties, or to sell all or any of the same in fee simple, and to execute any mortgages, conveyances, or contracts of sale in pursuance of this power, and to receive and apply the proceeds as herein directed. The mortgagees or purchasers shall have no obligation to see to the proper use of the proceeds by the trustee.

The rents from the property (first and second floors) of Number 8 Market Space, Annapolis, Maryland shall be paid to my daughter, Rebecca Snyder, less taxes, water charges, insurance and collection charge but with no deductions for repairs.

(4) None of the beneficiaries of this trust shall have any power to sell, assign, transfer, pledge, mortgage, convey, or in any manner whatsoever dispose of his right to his share of the income or principal or benefits, in whole or any part; nor shall his share of income or principal, in whole or any part, be liable for his or her past, present, or future debts, nor subject to any attachment, garnishment, or execution of any kind. I direct my trustee to pay the income or principal into the hands of my said beneficiaries, upon their receipts, and not into the hands of any other persons, whether claiming by authority of a beneficiary or otherwise.

(5) I authorize, empower and direct the said Noah A. Hillman, Trustee to mortgage or sell and convey in fee simple, all or any of the trust properties (except those in sub-paragraph (7) to go to Rebecca Snyder and Sarah Wolod) and to reinvest the moneys so obtained. The lenders or purchasers shall have no obligation to see to the proper application of moneys so derived.

(6) It shall not be necessary for my said trustee to request or obtain permission of any Court to exercise any of the powers conferred by any preceeding or subsequent provision of this Will, nor to report any sale or other

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

transaction to any Court, nor to obtain the ratification of any sale or transaction by any Court. Any sale authorized by any provision of this will may be either a public or private sale; provided that any beneficiary shall have a preferential right to purchase any property being sold at private sale for the same price that it will otherwise be sold to others if a beneficiary is ready, willing and able to purchase at that price.

(7) The trust shall continue until the expiration of twenty (20) years after my death and shall then be ended. At that time the property Number 8 Market Space, Annapolis, shall vest in my daughter, Rebecca Snyder, in fee simple; and at that time the properties Number 91, 93 and 95 Main Street, frame building and land, shall vest in my daughter, Sarah Wolod, in fee simple. At that time the trustee shall sell the remaining properties and distribute the proceeds and all other assets in his hands among all of the beneficiaries named in sub-paragraph (3) then living in the same proportions as their share of income. If at the expiration of 20 years from my death, any daughter or son of mine shall have died, the trustee shall pay her or his share equally among her or his children then living, to the exclusion of any spouse of my deceased daughter or son. In event that any child of mine dies without leaving children surviving at the termination of this trust, the share of such child of mine shall be distributed proportionately to the surviving beneficiaries of this trust, my children and grandchildren, to the exclusion of the spouse of the deceased child. Wherever in this will I have referred to grandchildren or children of my children, the term shall include any child legally adopted by a child of mine. The trustee may sell at either public or private sales and any beneficiary shall have a preferential right to purchase any property being sold at private sale for the same price that it is otherwise being sold to others. Provided, further, that no property shall be sold at private sale unless a majority of the adult beneficiaries then living will consent to the terms of the sale and the purchase price for which it is to be sold.

FOURTH: I appoint Noah A. Hillman, of Annapolis, Maryland, to be executor of my estate.

FIFTH: All inheritance taxes payable by my beneficiaries shall be paid out of the income from the trust properties.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 134 PAGE 354

STATE OF MARYLAND

Anne Arundel County

LIBER 134 PAGE 355

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament

of

Louis Bloom

late of said County deceased

taken from the original

which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 7th *day of* April *in the year of our Lord, nineteen hundred and* ~~fifty~~ sixty-one

George M. Nutwell

Register of Wills for Anne Arundel County

C O D I C I L

This is the first Codicil to my Last Will and Testament dated the first day of July, 1948.

Whereas, since the making of my said Will I have reconsidered the matter of the devise of my properties Numbered 91, 93, and 95 Main Street to my daughter Sarah Wolod to vest in her after the trust created in said Will.

Whereas, I have come to the conclusion that it is not fair to my other children for these properties to go to my said daughter, but that all the children should share them in the proportions mentioned in my Will. Therefore I do hereby, for the purpose aforesaid, change sub-paragraph (7) of paragraph "third" to read as follows:

(7) The trust shall continue until the expiration of twenty (20) years after my death and shall then be ended. At that time the property Number 8 Market Space, Annapolis, shall vest in my daughter, Rebecca Snyder, in fee simple. The trustee shall sell the remaining properties and distribute the proceeds and all other assets in his hands among all of the beneficiaries named in sub-paragraph (3) then living in the same proportions as their share of income. If at the expiration of 20 years from my death, any daughter or son of mine shall have died, the trustee shall pay her or his share equally among her or his children then living, to the exclusion of any spouse of my deceased daughter or son. In event that any child of mine dies without leaving children surviving at the termination of this trust, the share of such child of mine shall be distributed proportionately to the surviving beneficiaries of this trust, my children and grandchildren, to the exclusion of the spouse of the deceased child. Wherever in this Will I have referred to grandchildren or children of my children, the term shall include any child legally adopted by a child of mine. The trustee may sell at either public or private sales and any beneficiary shall have a preferential right to purchase any property being sold at private sale for the same price that it is otherwise being sold to others. Provided, further, that no property shall be sold at private sale unless a majority of the adult beneficiaries then living will consent to the terms of the sale and the purchase price for which it is to be sold.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LBER 134 PG 356

In all other respects I hereby confirm my said Will.

In testimony hereof I have hereunto set my hand and seal this 2nd day of May, 1949.

Louis his Bloom (SEAL)
Mark

Signed, sealed, published and declared by the above named testator as and for the first Codicil to his Last Will and Testament in the presence of us who, at his request in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Naomi K. Garner	Gambrills, Md.
C. Albert Hodgson	Annapolis Md.
Noah A. Hillman	Annapolis Md.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 134 PAG. 357

LIBER 134 PAGE 358

Anne Arundel County, Ss:

On the 11" day of December, 1953
came Noah A. Hillman
and made Oath in due form of law, that he does not know of any Will or
Codicil of Louis Bloom
late of said County, deceased, other than the above instrument of writing, and that he
received the same from the Register of Wills' Office
Testator died

on ~~or about~~ the 19" day of November, 1953
Sworn to before the subscriber

TEST: Clemence C. Burwell
Deputy *Register of Wills for Anne Arundel County.*

Anne Arundel County, Ss:

On the 14" day of December, 1953
came Naomi K. Garner & on the 17th Meyer Wald
subscribing witnesses to the aforegoing last Will and Testament of
Louis Bloom 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 together with
Lillian M. Fine

subscribed their names as witnesses to this Will in his presence, at
his request and in the presence of each other.

Sworn to before the subscriber

TEST: Edna E. Perrie Deputy
Register of Wills for Anne Arundel County

3,500—1-30—M. & T.

20

LIBER 134 PAGE 359

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Register of Wills after having carefully examined the above last will and Testament of Louis Bloom late of said County, deceased, together with the codicil thereunto attached, and also the evidence adduced as to its validity, orders and decrees this 18" day of December 1953, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Louis Bloom, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

R Glenn Pruett
Register of Wills for Anne Arundel County

approved by the Court this 22" day of December, 1953.
Judges: Owain E. Owens
Joseph O'H Fowler

Anne Arundel County, Ss:

On the 14" day of December 1953 came Naomi K. Garner & Noah A. Hillman subscribing witness to a 1st Codicil to the aforegoing last Will and Testament of Louis Bloom late of said County, deceased, and made oath in due form of law, that They did see the Testator sign and seal this Codicil; that they heard him publish, pronounce and declare the same to be a 1st Codicil to 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 together with C. Albert Hodges, Jr. subscribed their names as witnesses to this Codicil in his presence, at his request and in the presence of each other.

Sworn to in open Court,

TEST Clemence C. Burwell
Register of Wills for Anne Arundel County
Deputy

STATE OF MARYLAND

Anne Arundel County

LIBER 134 PAGE 360

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the First Codicil

of

Louis Bloom

late of said County deceased together with proof and probate

taken from the original

which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 7" *day of* April *in the year of our Lord, nineteen hundred and fifty* sixty-one

George M. Nutwell

Register of Wills for Anne Arundel County

21A

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LIBER 134 PAGE 361

THE STATE OF MARYLAND,

To William N. Baldwin
and
William F. Perlitz

GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Louis Bloom late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE,
Chief Justice of the Orphans' Court for Anne Arundel County, this 13th day of May in the year of our Lord one thousand nine hundred and fifty-four

TEST R. Glenn Prout
Register of Wills for Anne Arundel County.

We William N. Baldwin and William F. Perlitz do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Louis Bloom late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Wm F Perlitz
Wm N Baldwin
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said William N. Baldwin and William F. Perlitz before the undersigned, a ~~Justice of the Peace~~ Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 13 day of May in the year of our Lord one thousand, nine hundred and 54

Clemence C. Burwell
Deputy ~~XXXXXXXXXXXXXX~~ *for Anne Arundel County.*

A True and Perfect Inventory of all and singular the Real Estate of Louis Bloom late of Anne Arundel County, deceased, appraised by the subscriber William N. Baldwin and William F. Perlitz jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

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EXHIBIT NUMBER TWO

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Lots 54,56,58,60 & Imps. Spa Road	2,527.00
Lot 15, & imps. 194 Green St.,	7,500.00
Lot & Imps 194 Green St..	2,500.00
Lots 91,93,95 Main St. & Imps	13,500.00
97,99, Main St. & Imps	15,000.00
Lots 30 Taylor St., & Imps	480.00
Lot 8 Market Space, & Imps	10,500.00
	52,007.00

We, The Subscribers, Do C[illegible]y, That the foregoing is a just and true i[illegible]tory and valuation of all and singular the Real Estate of the said Louis Bloom, ~~and Pauline Bloom, his wife~~ deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 18th day of January in the year of our Lord one thousand nine hundred and fifty-four

[illegible] [Seal.]

W. N. [illegible] [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $ 52,007.00

Noah A. Hillman
Executor

LIBER 134 PAGE 363

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 22nd day of December in the year of our Lord one thousand, nine hundred and fifty-four personally appeared Noah A. Hillman, Executor of Louis Bloom late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Louis Bloom deceased, within the State of Maryland, that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber,

Clarence C. Burwell
Deputy Register of Wills for Anne Arundel County.

Approved by Order of Court this 22nd day of Dec. 1954.

S/ Owain E. Owens
S/ Ernest A. McAllister
S/ Milton D. Clery

STATE OF MARYLAND

Anne Arundel County LIBER 134 PAGE 364

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Real Inventory

Estate of

Louis Bloom

late of said County deceased

taken from the original

which is filed recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 7th *day of* April *in the year of our Lord, nineteen hundred and ~~fifty~~* sixty-one

George M. Nutwell

Register of Wills for Anne Arundel County

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NOAH A. HILLMAN, Trustee Of Louis Bloom, Deceased	LIBER 134 PAGE 365	IN THE
vs.	*	CIRCUIT COURT
SARAH WOLOD	*	FOR
LEON BLOOM	*	
WILLIAM BLOOM	*	ANNE ARUNDEL COUNTY
SAMUEL BLOOM	*	
REBECCA SNYDER	*	No. 14,318 Equity
Legatees Under The Last Will And Testament and Codicil of Louis Bloom, Deceased	*	

* * * * * * * * * * * *

ANSWER OF REBECCA SNYDER, ONE OF THE LEGATEES, TO THE PETITION TO TERMINATE TRUST ESTATE OF LOUIS BLOOM

Rebecca Snyder, one of the Legatees under the Last Will and Testament and Codicil of Louis Bloom, Deceased, by Alvin Solomon, her Solicitor, in answer to the Petition to Terminate Trust Estate of Louis Bloom heretofore filed by Noah A. Hillman, Trustee of Louis Bloom, Deceased, says:

1. That she admits the allegations contained in Paragraphs One, Two, Three, Four, Five, Six, Seven, Eight, Ten and Thirteen of said Petition.

2. That in answer to Paragraph Nine of said Petition, she admits that she received $1,000.00 for her occupancy rights, is informed and therefore believes that Sarah Wolod received $3,000.00 for her occupancy rights, and is without knowledge at this time of the balance of the allegations contained therein and demands strict proof thereof.

3. That in answer to Paragraph Eleven of said Petition, she avers that she is without knowledge at this time of most of the allegations therein contained and therefore demands strict proof thereof.

4. That she admits all of the allegations contained in Paragraph Twelve of said Petition other than that portion referring to "the Testator's intention for the Trust to continue . . . . in order to give his two daughters . . . . occupancy rights . . . . ", of which she has no

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knowledge and therefore demands strict proof thereof.

5. That she admits the allegations contained in Paragraph Fourteen of said Petition except for that portion pertaining to the Testator's desire to continue the Estate based on occupancy of property, and, as stated in Paragraph Twelve above, she has no knowledge thereof.

6. And in further answer to said Petition, the said Rebecca Snyder hereby consents to the relief requested by the Trustee.

AND, AS IN DUTY BOUND, ETC.

Alvin Solomon
Alvin Solomon
47-48 Central Savings Bank Building
Baltimore 2, Maryland
LExington 9-7770
Solicitor for Rebecca Snyder

Rebecca Snyder
Rebecca Snyder

Copy of the aforegoing mailed this 10th day of May, 1961, to Morris Turk, Esquire, Maryland Hotel Building, Annapolis, Maryland, Solicitor for Noah A. Hillman, Trustee.

Alvin Solomon
Alvin Solomon

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LIBER 134 PAGE 351

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED,	*	IN THE
	*	CIRCUIT COURT
PETITIONER	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
SARAH WOLOD, ET AL,	*	
DEFENDANTS	*	NO. 14318 EQUITY
	*	

* * * * *

STIPULATION AND CONSENT TO DECREE
BY REBECCA SNYDER

* * * * *

The Petitioner and the Defendants in the above titled case, do hereby stipulate and agree that, subject to approval of this Court, a Decree be passed herein in form following, that is to say:

1. That jurisdiction of the Trust Estate of Louis Bloom, for the purpose of termination of the Trust Estate and sale of the properties Nos. 56, 58 and 60 Spa Road and garage property on Taylor Street, Annapolis, Maryland, be and is assumed.

2. That a Trustee be and is appointed for the purpose of making public sale of said properties under the usual terms of public sale and of making distribution of the proceeds thereof under direction of this Court.

3. That the Trustee appointed by this Court shall distribute all of the proceeds of sale as well as all other monies coming into his hands from Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, to the legatees under the Will and Codicil of said Louis Bloom, deceased.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

25

4. That there is hereby created a Trust Estate for Rebecca Snyder of the property known as No. 8 Market Space, Annapolis, Maryland under the following terms and conditions namely:

(a) The Trust shall continue until the expiration of twenty years from the date of death of Louis Bloom, deceased and shall then be ended, the said Louis Bloom having died on the 19th day of November, 1933.

(b) At the expiration of the Trust the property No. 8 Market Space, Annapolis, Maryland, shall vest in Rebecca Snyder, in fee simple, if she be living, otherwise the same shall vest in the child or children of Rebecca Snyder then living. In the event said Rebecca Snyder shall die without leaving any child surviving at the termination of the Trust, the said property shall vest proportionately in Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom.

(c) There is hereby appointed a Trustee, namely, Noah A. Hillman, to administer the Trust Estate of Rebecca Snyder until further Order of this Court. The Trustee shall take possession of said property, collect the rents and profits therefrom and pay unto Rebecca Snyder the net proceeds.

Morris Turk
Solicitor for Petitioner

Noah A. Hillman
Noah A. Hillman, Trustee of Louis Bloom, deceased

Petitioner

Witness:

Alan Solomon

Rebecca Snyder
Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

LIBER 134 PAGE 369

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED,	*	IN THE
	*	CIRCUIT COURT
PETITIONER	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
SARAH WOLOD, ET AL,	*	
DEFENDANTS	*	NO. 14318 EQUITY

* * * * *

STIPULATION AND CONSENT TO DECREE
BY SAMUEL BLOOM

* * * * *

The Petitioner and the Defendants in the above titled case, do hereby stipulate and agree that, subject to approval of this Court, a Decree be passed herein in form following, that is to say:

1. That jurisdiction of the Trust Estate of Louis Bloom, for the purpose of termination of the Trust Estate and sale of the properties Nos. 56, 58 and 60 Spa Road and garage property on Taylor Street, Annapolis, Maryland, be and is assumed.

2. That a Trustee be and is appointed for the purpose of making public sale of said properties under the usual terms of public sale and of making distribution of the proceeds thereof under direction of this Court.

3. That the Trustee appointed by this Court shall distribute all of the proceeds of sale as well as all other monies coming into his hands from Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, to the legatees under the Will and Codicil of said Louis Bloom, deceased.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

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4. That there is hereby created a Trust Estate for Rebecca Snyder of the property known as No. 8 Market Space, Annapolis, Maryland under the following terms and conditions namely:

(a) The Trust shall continue until the expiration of twenty years from the date of death of Louis Bloom, deceased and shall then be ended, the said Louis Bloom having died on the 19th day of November, 1953.

(b) At the expiration of the Trust the property No. 8 Market Space, Annapolis, Maryland, shall vest in Rebecca Snyder, in fee simple, if she be living, otherwise the same shall vest in the child or children of Rebecca Snyder then living. In the event said Rebecca Snyder shall die without leaving any child surviving at the termination of the Trust, the said property shall vest proportionately in Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom.

(c) There is hereby appointed a Trustee, namely, Noah A. Hillman, to administer the Trust Estate of Rebecca Snyder until further Order of this Court. The Trustee shall take possession of said property, collect the rents and profits therefrom and pay unto Rebecca Snyder the net proceeds.

Morris Turk
Solicitor for Petitioner

Noah A. Hillman
Noah A. Hillman, Trustee of Louis Bloom, deceased

Petitioner

Witness:

Irene Bloom

Samuel Bloom
Samuel Bloom, Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

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LBER 134 PAGE 371

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED, PETITIONER	✿	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	✿	
SARAH WOLOD, ET AL, DEFENDANTS	✿	NO. 14,318 EQUITY

✿ ✿ ✿ ✿ ✿

STIPULATION AND CONSENT TO DECREE
BY WILLIAM BLOOM

✿ ✿ ✿ ✿ ✿

The Petitioner and the Defendants in the above titled case, do hereby stipulate and agree that, subject to approval of this Court, a Decree be passed herein in form following, that is to say:

1. That jurisdiction of the Trust Estate of Louis Bloom, for the purpose of termination of the Trust Estate and sale of the properties Nos. 56, 58 and 60 Spa Road and garage property on Taylor Street, Annapolis, Maryland, be and is assumed.

2. That a Trustee be and is appointed for the purpose of making public sale of said properties under the usual terms of public sale and of making distribution of the proceeds thereof under direction of this Court.

3. That the Trustee appointed by this Court shall distribute all of the proceeds of sale as well as all other monies coming into his hands from Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, to the legatees under the Will and Codicil of said Louis Bloom, deceased.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

4. That there is hereby created a Trust Estate for Rebecca Snyder of the property known as No. 8 Market Space, Annapolis, Maryland under the following terms and conditions namely:

(a) The Trust shall continue until the expiration of twenty years from the date of death of Louis Bloom, deceased and shall then be ended, the said Louis Bloom having died on the 19th day of November, 1953.

(b) At the expiration of the Trust the property No. 8 Market Space, Annapolis, Maryland, shall vest in Rebecca Snyder, in fee simple, if she be living, otherwise the same shall vest in the child or children of Rebecca Snyder then living. In the event said Rebecca Snyder shall die without leaving any child surviving at the termination of the Trust, the said property shall vest proportionately in Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom.

(c) There is hereby appointed a Trustee, namely, Noah A. Hillman, to administer the Trust Estate of Rebecca Snyder until further Order of this Court. The Trustee shall take possession of said property, collect the rents and profits therefrom and pay unto Rebecca Snyder the net proceeds.

Morris Turk
Solicitor for Petitioner

Noah A. Hillman
Noah A. Hillman, Trustee of Louis Bloom, deceased

Petitioner

Witness:

Judith G. Bloom

William Bloom
William Bloom, Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

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LIBER 134 PAGE 373

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED,	*	IN THE
	*	CIRCUIT COURT
PETITIONER	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
SARAH WOLOD, ET AL,	*	
	*	
DEFENDANTS	*	NO. 14318 EQUITY

* * * * *

STIPULATION AND CONSENT TO DECREE

BY LEON BLOOM

* * * * *

The Petitioner and the Defendants in the above titled case, do hereby stipulate and agree that, subject to approval of this Court, a Decree be passed herein in form following, that is to say:

1. That jurisdiction of the Trust Estate of Louis Bloom, for the purpose of termination of the Trust Estate and sale of the properties Nos. 56, 58 and 60 Spa Road and garage property on Taylor Street, Annapolis, Maryland, be and is assumed.

2. That a Trustee be and is appointed for the purpose of making public sale of said properties under the usual terms of public sale and of making distribution of the proceeds thereof under direction of this Court.

3. That the Trustee appointed by this Court shall distribute all of the proceeds of sale as well as all other monies coming into his hands from Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, to the legatees under the Will and Codicil of said Louis Bloom, deceased.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

4. That there is hereby created a Trust Estate for Rebecca Snyder of the property known as No. 8 Market Space, Annapolis, Maryland under the following terms and conditions namely:

(a) The Trust shall continue until the expiration of twenty years from the date of death of Louis Bloom, deceased and shall then be ended, the said Louis Bloom having died on the 19th day of November, 1953.

(b) At the expiration of the Trust the property No. 8 Market Space, Annapolis, Maryland, shall vest in Rebecca Snyder, in fee simple, if she be living, otherwise the same shall vest in the child or children of Rebecca Snyder then living. In the event said Rebecca Snyder shall die without leaving any child surviving at the termination of the Trust, the said property shall vest proportionately in Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom.

(c) There is hereby appointed a Trustee, namely, Noah A. Hillman, to administer the Trust Estate of Rebecca Snyder until further Order of this Court. The Trustee shall take possession of said property, collect the rents and profits therefrom and pay unto Rebecca Snyder the net proceeds.

Morris Talk
Solicitor for Petitioner

Noah A. Hillman
Noah A. Hillman, Trustee of Louis Bloom, deceased

Petitioner

Witness:

Donald P. Mason

Leon Bloom
Leon Bloom, Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

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LIBER 134 PAGE 375

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED,	*	IN THE
PETITIONER	*	CIRCUIT COURT
VS.	*	FOR
SARAH WOLOD, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 14,318 EQUITY

* * * * *

STIPULATION AND CONSENT TO DECREE
BY SARAH WOLOD

* * * * *

The Petitioner and the Defendants in the above titled case, do hereby stipulate and agree that, subject to approval of this Court, a Decree be passed herein in form following, that is to say:

1. That jurisdiction of the Trust Estate of Louis Bloom, for the purpose of termination of the Trust Estate and sale of the properties Nos. 56, 58 and 60 Spa Road and garage property on Taylor Street, Annapolis, Maryland, be and is assumed.

2. That a Trustee be and is appointed for the purpose of making public sale of said properties under the usual terms of public sale and of making distribution of the proceeds thereof under direction of this Court.

3. That the Trustee appointed by this Court shall distribute all of the proceeds of sale as well as all other monies coming into his hands from Noah A. Hillman, Trustee under the Last Will and Testament of Louis Bloom, to the legatees under the Will and Codicil of said Louis Bloom, deceased.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

4. That there is hereby created a Trust Estate for Rebecca Snyder of the property known as No. 8 Market Space, Annapolis, Maryland under the following terms and conditions namely:

(a) The Trust shall continue until the expiration of twenty years from the date of death of Louis Bloom, deceased and shall then be ended, the said Louis Bloom having died on the 19th day of November, 1953.

(b) At the expiration of the Trust the property No. 8 Market Space, Annapolis, Maryland, shall vest in Rebecca Snyder, in fee simple, if she be living, otherwise the same shall vest in the child or children of Rebecca Snyder then living. In the event said Rebecca Snyder shall die without leaving any child surviving at the termination of the Trust, the said property shall vest proportionately in Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom.

(c) There is hereby appointed a Trustee, namely, Noah A. Hillman, to administer the Trust Estate of Rebecca Snyder until further Order of this Court. The Trustee shall take possession of said property, collect the rents and profits therefrom and pay unto Rebecca Snyder the net proceeds.

Morris Turk
Solicitor for Petitioner

Noah A. Hillman
Noah A. Hillman, Trustee of Louis Bloom, deceased

Petitioner

Witness:

Meyer Wolod

Sarah Wolod
Sarah Wolod, Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-8131

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LIBER 134 PAGE 377

NOAH A. HILLMAN, TRUSTEE OF LOUIS BLOOM, DECEASED,	*	IN THE
	*	CIRCUIT COURT
PETITIONER	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
SARAH WOLOD, ET AL,	*	
DEFENDANTS	*	NO. 14318 EQUITY
	*	

* * * * *

D E C R E E

This cause being submitted by the Plaintiff and all of the Defendants upon a Stipulation and Consent to Decree executed by all parties in interest, the proceedings having been read and considered, it is thereupon this 20th day of May, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED and DECREED:

1. That jurisdiction of the Trust Estate of Louis Bloom, for the purpose of termination of said Trust Estate and the sale of the properties, Nos. 56, 58 and 60 Spa Road and the garage property on Taylor Street, all situated in the City of Annapolis, Maryland, be and is assumed.

2. That Morris Turk shall be, and he is hereby, appointed Trustee to sell the aforesaid real estate at Public Sale, the course and manner of his proceedings shall be as follows:

(a) He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by him with a surety or sureties to be approved by the Clerk of this Court, in the penalty of $ 50,000.00 conditioned for the faithful performance of the Trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises.

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1961 MAY 22 AM 10:16

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

(b) He shall proceed to make sale of the said properties, at Public Sale, by first giving notice by publication in some newspaper published in Anne Arundel County at least once in each of three successive weeks, the first such publication to be not less than twenty days prior to sale and the last such publication to be not more than one week prior to sale, and such other notice that he may think proper of the time, place, manner and terms of sale, which terms shall be as follows:

PARCEL NO. 1:

(1) The properties numbered 56, 58 and 60 Spa Road, Annapolis, Maryland, to be offered as an entirety. A deposit of $ 1,000.00 shall be paid by the purchaser at the time of sale.

(2) Balance of purchase price to be paid in cash on final ratification of such sale by this Court, or all cash at the option of the purchaser. Deferred payment to bear interest from the date of sale.

(3) Taxes, rents and other public charges to be adjusted to the date of sale.

PARCEL NO. 2:

(1) The garage property on Taylor Street, Annapolis, Maryland, adjoining the "Slicer House". A deposit of $ 250.00 shall be paid by the purchaser at the time of sale.

(2) Balance of the purchase price to be paid in cash on final ratification of sale by this Court, or all cash at the option of the purchaser. Deferred payment to bear interest from the date of sale.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 2-3131

(3) Taxes, rents and other public charges to be adjusted to the date of sale.

3. And as soon as may be convenient after such sale, or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. Upon ratification of such sale, or sales, by this Court and on the payment of the whole purchase money (and not before) the said Trustee by good and sufficient deed, or deeds, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said properties to him or them sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

4. And the Trustee shall bring into Court the money arising from such sale or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commission to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.

5. That the Trustee appointed by this Court shall, in addition to making the sales of property aforementioned distribute all of the proceeds of sale together with all other monies coming into his hands from Noah A. Hillman, Trustee under Last Will and Testament of Louis Bloom, to the legatees under the Will and Codicil of said Louis Bloom, deceased.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

6. That a Trust Estate be and is hereby created for the benefit of Rebecca Snyder, one of the Defendants in this case, of the property known as No. 8 Market Space, Annapolis, Maryland, under the following terms and conditions, namely:

(a) The Trust shall continue until the expiration of twenty years from the date of death of Louis Bloom, deceased and shall then terminate and end, the said Louis Bloom having died on November 19, 1953.

(b) At the expiration of the Trust, the property No. 8 Market Space, Annapolis, Maryland, shall vest in Rebecca Snyder, in fee simple, if she be living, otherwise title to same shall vest, in fee simple, in the child or children of Rebecca Snyder then living. In the event Rebecca Snyder shall die without leaving any child surviving at the termination of the Trust then, and in said event, the property shall vest proportionately in Sarah Wolod, Leon Bloom, William Bloom and Samuel Bloom in fee simple.

(c) There is hereby appointed a Trustee, Noah A. Hillman, to administer the Trust Estate of Rebecca Snyder subject to further Order of and under the jurisdiction of this Court. He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by him, with a surety or sureties to be approved by the Clerk of this Court, in the penalty of $ 5,000.00 conditioned for the faithful performance of the Trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises. Upon the filing of and approval of said Bond the Trustee shall take possession of the property, collect the rents and profits therefrom and after deduction of all

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

proper costs and expenses, pay over and unto Rebecca Snyder the net proceeds.

Matthew S. Crane
JUDGE

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 11 PAGE 13

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 134 PAGE 382

Bond No.

BOND

NO. 14,318 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, NOAH A. HILLMAN 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, or its certain attorneys, in the full and just sum of FIVE THOUSAND ($5,000.00) - - Dollars, to the payment whereof well and truly to be made and done, we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an Decree of the Circuit Court for Anne Arundel County, in Equity, dated May 20, 1961, in a cause therein pending entitled Hillman, Trustee vs. Sarah Wolod, Etal No. 14,318 Equity, the above bounden Noah A. Hillman was appointed Trustee of the Trust Estate of Rebecca Snyder upon his filing a bond in the penal sum of Five Thousand ---- ---- ---------- Dollars, conditioned upon the faithful performance of the trust imposed upon him and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Noah A. Hillman, shall faithfully perform the trust imposed upon him by said Decree and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 29th day of May, 1961.

Noah A. Hillman (SEAL)
Noah A. Hillman PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

WITNESS:
Ethel M. Carle
Ethel M. Carle

Bond approved this 29 day of May, 1961
George T. Cromwell, Clerk

FILED

1961 MAY 29 PM 3.55

43

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 11 PAGE 12

LIBER 134 PAGE 383

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

Bond No.

BOND NO. 14,318 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk 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 FIFTY THOUSAND DOLLARS ($50,000.00) ---------- , 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 29th day of May , 1961 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Noah A. Hillman, Trustee of Estate of Louis Blum, dec'd. vs/ Sarah Wolod, etal dated May 20, 1961 , the said Morris Turk was appointed Trusted to make sale of the property described in said proceedings, and the said Morris Turk 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:

Ethel M. Carle

Ethel M. Carle

Morris Turk (SEAL)
Morris Turk PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 29 day of May, 1961

George T. Cromwell, Clerk

FILED

1961 MAY 29 PM 3:55

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - Auctioneer

NOAH A. HILLMAN, Solicitor
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

LIBER 134 PAGE 384

TRUSTEE'S SALE

OF

Improved Real Estate

LOCATED IN THE CITY OF ANNAPOLIS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings titled "Noah A. Hillman, Trustee of Louis Bloom, deceased vs. Sarah Wolod, et al," being Equity No. 14,318, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, the following properties, on

TUESDAY, JUNE 27, 1961

THE FIRST, to be sold at 11:00 o'clock a.m., is

The properties known as Numbers 56, 58 and 60 Spa Road, Annapolis, Maryland, consisting of three dwellings, all rented.

Being the same property which was conveyed to Louis Bloom and Pauline Bloom his wife, by Walter H. Hart, et al, by Deed (with plat) dated August 29, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 40, folio 110; save and excepting therefrom, the lot of ground, with improvements known as Number 62 Spa Road, which was conveyed by Louis Bloom to George Johnson and wife, by deed dated December 30, 1950, recorded in Liber JHH No. 609, folio 272.

TERMS OF SALE: A deposit of $1,000 to be paid by the purchaser at time of sale. Balance of purchase price to be paid on final ratification of sale by the Court, or all cash at option of purchaser. Deferred payment to bear interest from the date of sale. Taxes, rents and other public charges to be adjusted to date of sale.

THE SECOND, to be sold at 11:10 o'clock a.m., is

The lot of ground improved by a garage building, on Taylor St., Annapolis, Maryland, adjoining the SLICER HOUSE.

Being the same property which was conveyed to Louis Bloom and wife by deed (with plat) recorded June 19, 1924 and recorded in Liber W.N.W. No. 93, folio 295; save and excepting therefrom, the lot of ground with improvements known as No. 30 Taylor Street, which was conveyed by Louis Bloom to Isiah Forrester and wife, by deed dated September 3, 1947 and recorded in Liber JHH No. 433, folio 425.

TERMS OF SALE: A deposit of $250.00 to be paid by the purchaser at time of sale. Balance of purchase price to be paid on final ratification by the Court, or all cash at option of the purchaser. Deferred payment to bear interest from the date of sale. Taxes, rents and other public charges to be adjusted to date of sale.

FILED MORRIS TURK, Trustee

1961 JUN 28 PM 2:43

47

NOAH A. HILLMAN, Trustee of LOUIS BLOOM, Deceased

VS.

SARAH WOLOD

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* NO. 14,318 EQUITY

LIBER 134 PAGE 385

* * * * ** * * * *

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 27th day of June, 1961, sold the property described secondly on the reverse side hereof, being a garage building on Taylor Street, Annapolis, Maryland, to William Bloom and Ida Bloom, his wife at and for the sum of One Thousand One Hundred Dollars ($1,100.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

Robert H. Campbell
Auctioneer

PURCHASER'S CERTIFICATE

(I) (We) hereby certify that (I) (We) have this 27th day of June, 1961, purchased the within described property listed secondly on the reverse side hereof, being a garage building on Taylor Street, Annapolis, Maryland, from Morris Turk, Trustee, at and for the sum of One Thousand One Hundred Dollars ($1,100.00), and (I) (We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

WITNESS:

Morris Turk

William Bloom (SEAL)
WILLIAM BLOOM

William Bloom (SEAL)
WILLIAM BLOOM, agent for Ida Bloom.

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1961 JUN 28 PM 2:43

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - Auctioneer

NOAH A. HILLMAN, Solicitor
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

LIBER 134 PAGE 386

TRUSTEE'S SALE

OF

Improved Real Estate

LOCATED IN THE CITY OF ANNAPOLIS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings titled "Noah A. Hillman, Trustee of Louis Bloom, deceased vs. Sarah Wolod, et al," being Equity No. 14,318, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, the following properties, on

TUESDAY, JUNE 27, 1961

THE FIRST, to be sold at 11:00 o'clock a.m., is

The properties known as Numbers 56, 58 and 60 Spa Road, Annapolis, Maryland, consisting of three dwellings, all rented.

Being the same property which was conveyed to Louis Bloom and Pauline Bloom his wife, by Walter H. Hart, et al, by Deed (with plat) dated August 29, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 40, folio 110; save and excepting therefrom, the lot of ground, with improvements known as Number 62 Spa Road, which was conveyed by Louis Bloom to George Johnson and wife, by deed dated December 30, 1950, recorded in Liber JHH No. 609, folio 272.

TERMS OF SALE: A deposit of $1,000 to be paid by the purchaser at time of sale. Balance of purchase price to be paid on final ratification of sale by the Court, or all cash at option of purchaser. Deferred payment to bear interest from the date of sale. Taxes, rents and other public charges to be adjusted to date of sale.

THE SECOND, to be sold at 11:10 o'clock a.m., is

The lot of ground improved by a garage building, on Taylor St., Annapolis, Maryland, adjoining the SLICER HOUSE.

Being the same property which was conveyed to Louis Bloom and wife by deed (with plat) recorded June 19, 1924 and recorded in Liber W.N.W. No. 93, folio 295; save and excepting therefrom, the lot of ground with improvements known as No. 30 Taylor Street, which was conveyed by Louis Bloom to Isiah Forrester and wife, by deed dated September 3, 1947 and recorded in Liber JHH No. 433, folio 425.

TERMS OF SALE: A deposit of $250.00 to be paid by the purchaser at time of sale. Balance of purchase price to be paid on final ratification by the Court, or all cash at option of the purchaser. Deferred payment to bear interest from the date of sale. Taxes, rents and other public charges to be adjusted to date of sale.

MORRIS TURK, Trustee

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1961 JUN 28 PM 2:43

NOAH A. HILLMAN, Trustee of LOUIS BLOOM, deceased

vs.

SARAH WOLOD

* IN THE CIRCUIT COURT FOR
* ANNE ARUNDEL COUNTY
* NO. 14,318 EQUITY

LIBER 134 PAGE 387

* * * * * *+*+* * * * * *

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 27th day of June, 1961, sold the property described firstly on the reverse side hereof, being Nos. 56, 58 and 60 Spo Rood, Annopolis, Maryland, to William Bloom & Ida Bloom, his wife at and for the sum of Twelve Thousand One Hundred Dollars ($12,100.00), being at thot figure the highest bidder therefor; ond I do hereby further certify thot said sale wos fairly made.

Robert H. Campbell
Auctioneer

PURCHASER'S CERTIFICATE

~~I~~ (We) hereby certify thot ~~I~~ (We) hove this 27th day of June, 1961, purchosed the within described property listed firstly on the reverse side hereof, being Nos. 56, 58 ond 60 Spo Road, from Morris Turk, Trustee, ot and for the sum of Twelve Thousand One Hundred Dollors ($ 12,100.00), ond ~~I~~ (We) hereby agree to comply with the terms of said sale os set forth on the reverse side hereof.

WITNESS:
Morris Turk

William Bloom (SEAL)
WILLIAM BLOOM

William Bloom (SEAL)
WILLIAM BLOOM, agent for Ida Bloom.

FILED
1961 JUN 28 PM 2:43

NOAH A. HILLMAN, Trustee of LOUIS BLOOM, Deceased	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
VS.		
	*	NO. 14,318 EQUITY
SARAH WOLOD, ET AL		
	*	

* * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk, Trustee, under a decree passed in these proceedings to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithrul performance of his trust, and after having complied with all other prerequisites as required by law and said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, for at least three (3) weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, at Annapolis, Maryland, on the 27th day of June, 1961, then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder at the time therein mentioned, namely:

Firstly, at 11:00 a.m., all that property known as Nos. 56, 58 and 60 Spa Road, Annapolis, Maryland. Being the same property which was conveyed to Louis Bloom and Pauline Bloom, his wife, by Walter H. Hart, et al, by deed dated August 29, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 40, folio 110; saving and excepting therefrom, No. 62 Spa Road, which was conveyed by Louis Bloom to George Johnson and wife by deed dated December 30, 1950, recorded in Liber J.H.H. No. 609, folio 272.

And the Trustee sold the above described property to William Bloom and Ida Bloom, his wife, for the sum of Twelve Thousand One Hundred Dollars ($12,100.00), they being then and there the highest bidder therefor.

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1961 JUN 28 PM 2:43

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Secondly, at 11:10 a.m., all that lot of ground on Taylor Street, Annapolis, Maryland, improved by a garage building, adjoining the Slicer House. Being the same property which was conveyed to Louis Bloom and wife by deed recorded June 19, 1924, in Liber W.N.W. No. 93, folio 295; saving and excepting therefrom, the lot of ground with improvements known as No. 30 Taylor Street, conveyed by Louis Bloom to Isiah Forrester and wife by deed dated September 3, 1947, and recorded in Liber J.H.H. No. 433, folio 425.

And the Trustee sold the aforementioned property to William Bloom and Ida Bloom, his wife, for the sum of One Thousand One Hundred Dollars ($1,100.00), they being the highest bidder therefor.

Respectfully submitted,

Morris Turk, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Morris Turk, 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 sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

ORDER NISI

LIBER 134 PAGE 390

NOAH A. HILLMAN, Trustee of
Louis Bloom, Deceased

versus

SARAH WOLOD, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,318 Equity

Ordered, this 28th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Morris Turk, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of August next.

The report states that the amount of ~~sale was~~ sales were $ 13,200.00

FILED 1961 JUN 28 PM 2:43

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

NOAH A. HILLMAN, Trustee of
Louis Bloom, Deceased

versus

SARAH WOLOD, et al

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. Boris Duckett JUDGE.

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AUG -8 PM 12:00

50

NOAH A. HILLMAN, Solicitor
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

Trustee's Sale

OF IMPROVED REAL ESTATE

LOCATED IN THE CITY OF ANNAPOLIS, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings titled "Noah A. Hillman, Trustee of Louis Bloom, deceased vs. Sarah Wolod, et al", being Equity No. 14,318, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, the following properties, on

Tuesday, June 27, 1961

The FIRST, to be sold at 11:00 o'clock a.m., is

The properties known as Numbers 56, 58 and 60 Spa Road, Annapolis, Maryland, consisting of three dwellings, all rented.

Being the same property which was conveyed to Louis Bloom and Pauline Bloom, his wife, by Walter H. Hart, et al, by Deed (with plat) dated August 29, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 40, folio 110; save and excepting therefrom, the lot of ground, with improvements known as Number 62 Spa Road, which was conveyed by Louis Bloom to George Johnson and wife, by deed dated December 30, 1950, recorded in Liber JHH No. 609, folio 272.

TERMS OF SALE: A deposit of $1,000.00 to be paid by the purchaser at time of sale. Balance of purchase price to be paid on final ratification of sale by the Court, or all cash at option of purchaser. Deferred payment to bear interest from the date of sale. Taxes rents and other public charges to be adjusted to date of sale.

The SECOND, to be sold at 11:10 o'clock a.m., is

The lot of ground improved by a garage building, on Taylor St., Annapolis, Maryland, adjoining the SLICER HOUSE.

No. M. Being the same property which was conveyed to Louis Bloom and wife by Elizabeth Moss and husband by deed (with plat) recorded June 19, 1924 and recorded in Liber W.N.W. No. 93, folio 295; save and excepting therefrom, the lot of ground with improvements known as No. 30 Taylor Street, which was conveyed by Louis Bloom to Isiah Forrester and wife, by deed dated September 3, 1947 and recorded in Liber JHH No. 433, folio 425.

TERMS OF SALE: A deposit of $250.00 to be paid by the purchaser at time of sale. Balance of purchase price to be paid on final ratification by the Court, or all cash at option of the purchaser. Deferred payment to bear interest from the date of sale. Taxes, rents and other public charges to be adjusted to date of sale.

MORRIS TURK, Trustee
Auctioneer
ROBERT H. CAMPBELL,

1961 Ju-21

14318

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 391

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1961

We hereby certify, that the annexed

Trustee's Sale

Sarah Wolod, et al

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

1961 JUL 14 PM 12 49

By N. Tilghman

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 134 PAGE 392

LIBER 11 PAGE 66

Bond No.

Equity #14,318

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk, 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 Three Thousand Two Hundred Dollars ($3,200.00), 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 25th day of July, 1961.

WHEREAS, by s Decree of the Circuit Court for Anne Arundel County in a cause entitled "Noah A. Hillman, Trustee of Louis Blum, Dec'd. vs. Sarah Wolod, et al", No. 14,318 Equity, dated May 29, 1961, the said Morris Turk was appointed Trustee to make ssle of the property described in said proceedings, and the said Morris Turk has executed said power and made sale of the property described in said proceedings.

AND WHEREAS, the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustee shall faithfully perform and execute the trust reposed in him or to be reposed in him by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Morris Turk (SEAL)
Morris Turk PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle, as to both

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

Bond approved this 25th day of July, 1961
George T. Crosswell, Clerk

FILED

1961 JUL 25 AM 10:48

52

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 393

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
No. 14,318 Equity
NOAH A. HILLMAN, Trustee of LOUIS BLOOM, Deceased
versus
SARAH WOLOD, et al

Ordered, this 28th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Morris Turk, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of August next.

The report states that the amount of sales were $13,200.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,318

Sarah Wolod, et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of August, 1961. The first insertion being made the 3rd day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

AUG -7 PM 3:56

No. M. G. 2194-1961

By H. Tilghman

53

In the Case of

Noah A. Hillman, Trustee
of Louis Bloom, deceased
VS.

Sarah Wolod,
et al

In the

Circuit Court

For

Anne Arundel County

No. 14,318 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Jackling
Auditor.

November 8, 1961

FILED
1961 NOV -8 PM 3:35

In the Case of

In the

Dr.

Noah A. Hillman, Trustee of Louis Bloom, deceased vs. Sarah Wolod, et al

in ac.

To Trustee for Commissions, viz:				
On $12,193.24, proceeds of sale of #56. 58 and 60 Spa Road, Annapolis	395	80		
On $1,107.09 - proceeds of sale of #30 Pinkney Street, Annapolis	62	28		
On $316.00 rent collected by Trustee	31	60		
To Trustee for Fee (Order of 10/24/61), viz:	650	00	1,139	68
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	102	75		
Jos. W. Alton, Jr. - Sheriff's costs	4	35		
Jos. C. Deegan - Sheriff's costs	6	70		
Auditor - stating this account	135	00	268	80
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		
Speer Publications, Inc. - handbills	13	65		
Globe Indemnity Co. - bond premiums	212	80		
Robert H. Campbell - auctioneer's fee - sale of #56, 58 and 60 Spa Road	150	00		
Robert H. Campbell - auctioneer's fee - sale of #30 Pinkney Street	50	00		
One-half Federal documentary stamps - #56, 58 and 60 Spa Road	6	87		
#30 Pinkney Street		83		
One-half State documentary stamps - #56, 58 and 60 Spa Road	13	75		
#30 Pinkney Street	1	65		
Naomi K. Cox - notary fees	1	50		
Nancy S. Hopkins - notary fee		50	552	07
To Trustee for Benefit Charges, viz:				
Metered water from 5/21/61 to 8/20/61 - 1 month 6 days	8	74	8	74
To Trustee for Rent Adjustments, viz:				
Rents collected from 6/27/61 on #56, 58 and 60 Spa Road	300	00		
Rent collected from 6/27/61 on #30 Pinkney Street	16	00	316	00
To Trustee for Liens, viz:				
John Segelken and Isabelle Segelken, his wife - in full payment mortgage on #56, 58 and 60 Spa Road	3,907	75		
Recording release of mortgage	1	00	3,908	75

55

BALANCE FOR DISTRIBUTION - $54,796.68

Distributed to surviving devisees of Louis Bloom in accordance with provisions of his Last Will and Testament dated 7/1/48, and the First Codicil thereto dated 5/2/49, viz:

(1) To Rebecca Snyder, daughter - 18%	$9,863.40		
LESS amount advanced to her by Noah A. Hillman, Trustee (Order 10/9/61)	817.44	9,045	96
(2) To Sarah Wolod, daughter - 18%	$9,863.40		
LESS amount advanced to her by Noah A. Hillman Trustee (Order 10/9/61)	6,323.50		
	3,539.90		
LESS amount advanced to her by Noah A. Hillman, personally (Order 10/9/61)	267.25	3,272	65
(3) To Leon Bloom, son - 18%		9,863	40
(4) To William Bloom, son - 18%		9,863	40
(5) To Samuel Bloom, son - 10%		5,479	67
(6) To Heirs at Lawof Max Bloom, son, who died subsequent to Testator's death - 18%	$9,863.41		
I. To Rebecca Snyder, sister - 21.6%	$2,130.50		
LESS - 7½% collateral inheritance tax	159.79	1,970	71
II. To Sarah Wolod, sister - 21.6%	$2,130.50		
LESS 7½% collateral inheritance tax	159.79	1,970	71
III. To Leon Bloom, brother- 21.6%	$2,130.50		
LESS 7½% collateral inheritance tax	159.79	1,970	71
IV. To William Bloom, brother- 21.6%	$2,130.49		
LESS 7½% collateral inheritance tax	159.79	1,970	70

V. To Samuel Bloom, brother - 13.6% $1,341.42 LESS 7½% collateral inheritance tax 100.61	1,240	81		
To George M. Nutwell, Register of Wills - total collateral inheritance tax	739	77		
To Noah A. Hillman, Trustee of Louis Bloom - amount advanced to Rebecca Synder	817	44		
To Noah A. Hillman, Trustee of Louis Bloom - amount advanced to Sarah Wolod	6,323	50		
To Noah A. Hillman - amount advanced personally to Sarah Wolod	267	25	54,796	68
			60,990	72

with

Morris Turk, Trustee

Cr.

1961						
June	27	Proceeds of Sale #56, 58 and 60 Spa Road, Annapolis	12,100	00		
		Interest on deferred payment of $11,100.00 to 8/20/61	93	24	12,193	24
		Proceeds of Sale of #30 Pinkney Street, Annapolis	1,100	00		
		Interest on deferred payment of $850.00 to 8/20/61	7	09	1,107	09
		Refunds				
		1961 State and County taxes on Spa Road property ($90.62) - 6 months 3 days	46	06		
		1960 Annapolis City taxes on Spa Road property ($66.73) - 3 days		55		
		1961 State and County taxes on #30 Pinkney Street - 6 months 3 days ($8.95)	4	55		
		1960 Annapolis City taxes on #30 Pinkney Street ($6.59) - 3 days		05	51	21
		Rents				
		Rents collected by Trustee from #56, 58 and 60 Spa Road	300	00		
		Rents collected by Trustee from #30 Pinkney Street	16	00	316	00
		Amount received from Noah A. Hillman Trustee of Louis Bloom, deceased, for distribution to his devisees	40,182	24	40,182	24
		Trust Funds heretofore advanced by Noah A. Hillman, Trustee, viz:				
		To Rebecca Snyder	817	44		
		To Sarah Wolod	6,323	50	7,140	94
					60,990	72

ORDER NISI LIBER 134 PAGE 398

Noah A. Hillman, Trustee of
Louis Bloom, deceased
VERSUS

Sarah Wolod,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,318 Equity.

ORDERED, This 8th day of November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of December next.

George T. Cornwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of December, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew J. Fox

1961 NOV -8 PM 3:35

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LIBER 134 PAGE 400

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,318 Equity
Noah A. Hillman, Trustee of Louis Bloom, deceased
versus
SARAH WOLOD, et al

Ordered, this 8th day of November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-24

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,318 Auditor Account Sarah Wolod, et al

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 12th day of December, 1961. The first insertion being made the 10th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 24170 1961 DEC -6 PM 4:25 By Hazel Tilghman

60

PETITION FOR FORECLOSURE

SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED, ASSIGNEE OF RITCHIE SWIFT HOMES, INC. *VS.* WALTER R. HAWKINS and BERTHA A. HAWKINS, his wife	LIBER 134 PAGE 401 **IN THE** **CIRCUIT COURT** **OF** ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY No. 14,493. Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 1st day of December A. D. 1958 the defendant executed and delivered to RITCHIE SWIFT HOMES, INC., which was assigned to Sharon Building and Loan Association, Inc., a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County therein described, to secure the payment of the mortgage debt of $ 8,000.00 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.

That said mortgage is now in default for non-payment of principal and interest.

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

And as in duty, &c.

BASS & DENICK

Bass & Denick

Theodore C. Denick

Theodore C. Denick *Attorney for Plaintiff*
301 Munsey Building
Baltimore 2, Maryland
Mu. 5-7400

FILED
1961 JUL 19 PM 2:36

No. 14493 Equity

TITLES INSURED
by
KANSAS CITY TITLE INSURANCE COMPANY
#5115

LIBER 134 PAGE 402 LIBER 1260 PAGE 107

PURCHASE MONEY
This Mortgage, Made this 1ST day of December in the year one thousand nine hundred and fifty-eight between WALTER R. HAWKINS and BERTHA A. HAWKINS, His Wife

of Anne Arundel County, State of Maryland, hereinafter sometimes called the Mortgagor:

and RITCHIE SWIFT HOMES, INC., a body corporate of the State of Maryland,

hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of EIGHT THOUSAND AND 00/100----------($8,000.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum having been used as part of the purchase price for the property hereinafter described the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of six per cent (6%) per annum in the following manner and time:

Twenty-three (23) successive monthly installments of Ninety-Four and 00/100 Dollars ($94.00) and Eight and 00/100 Dollars ($8.00) for expenses each, and a twenty-fourth (24th) final payment in the full amount of the outstanding balance due.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

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

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

BEING known and designated as Lot No. 19 of Block No. 7 as shown on a revised amended Plat of Powhatan Beach, Third Election District of Anne Arundel County, as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 17, new reference Cabinet 1, Rod A-5, Plat 2.

BEING the same lot of ground ina Deed dated August 25, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 276 which was granted and conveyed by Harvey Ryckman and wife unto the Mortgagors herein.

FILED: Sold

1961 JUL 19 PM 2:36

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It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

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

Also Together with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

To Have and to Hold the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns , in Fee Simple Forever.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

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 W.Garreet Larrimore, duly authorized Attorney, after any

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such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale may be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots *but such party may do so and* the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of $100.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, *unless paid by the Mortgagee out of funds deposited with it by the Mortgagor*, to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors and assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals the day and year first herein written.

WITNESS:

Clarence Gilligan
Clarence Gilligan

Clarence Gilligan
Clarence Gilligan

Walter R. Hawkins (SEAL)
Walter R. Hawkins

Bertha A. Hawkins (SEAL)
Bertha A. Hawkins

(SEAL)

(SEAL)

LIBER 134 PAGE 405

LIBER 1260 PAGE 110

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1ST day of December, in the year one thousand nine hundred and fifty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter R. Hawkins and Bertha A. Hawkins, his wife,

the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared JOHN DYKER, Agent of Ritchie Swift Homes, Inc., the within named Mortgagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

Recorded - Dec 16, 1958; at 9.01 A.M. 1200

Myra Lichter
MYRA LICHTER
Notary Public

For Value Received and With Recourse,
RITCHIE SWIFT HOMES, INC. hereby assigns all right, title and interest in therewithin mortgage to SHARON BUILDING AND LOAN ASSOCIATION, INC.

Test:

Myra Lichter
MYRA LICHTER

RITCHIE SWIFT HOMES, INC.

BY John Dyker (SEAL)
John Dyker
President

Rec'd for record Dec 16, 1958 at 9.01 A.M. 100
Mailed to The Monumental Title Co.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber G.T.C. No. 1260 folio 107 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 JULY A. D., 1961

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

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STATEMENT OF MORTGA(CLAIM

Sharon Building and Loan Association, Inc.	IN THE CIRCUIT COURT — OF — ~~BALTIMORE COUNTY~~ ANNE ARUNDEL COUNTY
vs.	
Walter R. Hawkins Bertha A. Hawkins	No. 14,493 Equity

LIBER 134 PAGE 406

STATEMENT OF MORTGAGE DEBT

Property—— Box 143, Route 9, Pasadena
Anne Arundel County, Maryland

Original Mortgage	$8000.00
Principal Paid	235.85
	$7764.15
Interest and Fines	231.20
Pre release	77.65
Expense overdraft	134.26
Balance Due	$8207.26

Sharon Building and Loan Association, Inc.

C W Brown

C.W. Brown

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of July 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 C.W. Brown, Manager Sharon Building and Loan Association, Inc.

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

FILED
1961 JUL 19 PM 2:36

As witness my hand and Notarial Seal,

Theodore C Bauer

Notary Public.

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

LIBER 134 PAGE 401

Sharon Building and Loan Association, Inc., Assignee *vs.* Walter R. Hawkins and Bertha A. Hawkins, his wife	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ ANNE ~~ARUNDEL~~ COUNTY Docket 19 Folio 423 No. 14,493 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 C. Wharton Brown

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.

C. Wharton Brown
Affiant.

Subscribed and sworn to before me
this 14th day of July 1961

Theodore C. Demas
Notary Public

FILED
JUL 19 PM 2:36

FILED
1961 JUL 19 PM 2:36

E-117—1M—3-28-60.

Decree in Circuit Court for Anne Arundel County.

SHARON BUILDING AND LOAN ASSOCIATION, INC., ASSIGNEE

Vs.

WALTER R. HAWKINS AND BERTHA A. HAWKINS, HIS WIFE

DOCKET 19 FOLIO 423

CASE NO. 14,493

FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

TERM, 19

LIBER 134 PAGE 408

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 20th day of July in the year nineteen hundred and sixty-one by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one oof the periods limited in the mortgage filed for the forfeiture of said mortgage; that Zell C. Hurwitz be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1961 JUL 20 PM 3:56

D. Barrie Duckett

JUDGE

8

LIBER 11 PAGE 104

LIBER 134 PAGE 403

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 14,493 Equity

Know All Men By These Presents:

THAT WE, Zell C. Hurwitz, 232 N. Liberty Street, Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of - - - NINE THOUSAND AND NO/100 - - - - - Dollars ($ 9,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 6th day of September in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden Zell C. Hurwitz

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County

has been appointed trustee to Sell property known as Lot 19, Block North Powhattan Beach, Anne Arundel County, Maryland mentioned in the proceedings in the case of

Sharon Building and Loan Association

vs.

Walter R. Hawkins and Bertha A. Hawkins

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Zell C. Hurwitz 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.

Bond approved this 8th day of September, 1961
George T. Cromwell, Clerk

Signed, sealed and delivered in the presence of

C Wharton Brown
C Wharton Brown

Zell C. Hurwitz (SEAL.)
Zell C. Hurwitz

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

~~XXXXXX~~ WITNESS:

S. Alvey
S. Alvey

FILED
1961 SEP -8 AM 9:22

1-307-Md. Trustee—Receiver 500-9-51

D

LIBER 134 PAGE 410

THEODORE C. L[illegible]ICK
Solicitor
301 Munsey Building

Trustee's Sale

OF VALUABLE FEE-SIMPLE PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County (14,493 Equity) the undersigned, Trustee, will sell at public auction, on the premises, on

Friday, Sept. 8, 1961
At 12:30 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon, situate in Anne Arundel County, and described as follows:

Being known and designated as Lot No. 19 of Block No. 7 as shown on a revised amended Plat of Powhatan Beach, Third Election District of Anne Arundel County, as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No.4, folio 17, new reference Cabinet 1, Rod A-5, Plat 2.

In fee-simple and improved by a DWELLING.

Terms of Sale: Cash. A deposit of Five Hundred Dollars ($500) will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, ground rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale. Cost of all Documentary Stamps to be paid by purchaser.

ZELL C. HURWITZ
Trustee
MICHAEL FOX, Auctioneer
American Building
Baltimore and South Streets.
Baltimore 2, Maryland

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 15, 1961

We hereby certify, that the annexed Trustee's Sale Eq 14,493 Lot No. 19 Block No. 7 Powhatan Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of September, 1961. The first insertion being made the 17th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 22767/1961 SEP 15 PM 1:57 By H. Tilghman

10

SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WALTER R. HAWKINS and	*	ANNE ARUNDEL COUNTY
BERTHA A. HAWKINS, his wife	*	Equity No. 14,493

LIBER 134 PAGE 411

* *

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE

CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of ZELL C. HURWITZ, 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 daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 8th day of September, 1961 at 12:30 o'clock P.M. attend on the premises and then and there sold at and for the sum of Five Thousand Dollars ($5,000.00) the lot of ground together with the improvements thereon, being known and designated as Lot No. 19 of Black No. 7 as shown on a revised amended Plat of Powhatan Beach, Third Election District of Anne Arundel County, as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 17, new reference Cabinetl, Rod A5, Plat 2, in fee simple, to Ritchie

FILED

1961 SEP 22 PM 2:12

Swift Homes, Inc., it being the highest bidder for said property.

Respectfully submitted,

Zell C Hurwitz, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 13th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Zell C. Hurwitz, 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

12

ORDER NISI

SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED, Assignee

versus

WALTER R. HAWKINS and BERTHA A. HAWKINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,493 Equity

LIBER 134 PAGE 413

Ordered, this 22nd day of September, 19 61, That the sale of the ~~property in these proceedings mentioned~~ made and reported by Zell C. Hurwitz, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $ 5,000.00.

Filed: Sept. 22, 1961

True Copy, George T Cromwell, Clerk.

TEST: _____ Clerk.

(Final Order)

SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED, Assignee

versus

WALTER R. HAWKINS and BERTHA A. HAWKINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 31st day of October, 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. Bruce Duckett

JUDGE.

FILED

1961 NOV -1 PM 12:07

13

OFF 3 OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 414

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,493

Walter R. Hawkins

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 October, 1961. The first insertion being made the 28th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1961 OCT 24 PM 2:46

No. M. G. 23439

14

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,493 EQUITY.

Sharon Building and Loan Association, Incorporated, Assignee

versus

WALTER R. HAWKINS and BERTHA A. HAWKINS, his wife

Ordered this 22nd day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by Zell C. Hurwitz, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-19

In the Case of

Sharon Building & Loan Association,
Incorporated, Assignee of
Ritchie Swift Homes, Inc.
vs.
Walter R. Hawkins
and
Bertha A. Hawkins, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,493 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor

November 6, 1961

FILED

1961 NOV -8 PM 12:22

Dr. Sharon Building & Loan Association, Inc., Assignee of Ritchie Swift Homes, Inc., vs. Walter R. Hawkins and Bertha A. Hawkins, his wife in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	181	19	281	19
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	47	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	36	00		
Michael Fox - auctioneer's fee	50	00		
Clerk of Court - copy of mortgage	3	75		
Theodore C. Denik - notary fees	1	50	165	49
To Sharon Building & Loan Ass'n, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	4,588	13	4,588	13
			5,086	31
Amount of mortgage claim filed	8,207	26		
Interest @ 6% on principal balance of $7,764.15 from 8/1/61 to 12/18/61 - 4 months 18 days	178	57		
	8,385	83		
Cr. Amount allowed above	4,588	13		
Balance subject to decree in personam	3,797	70		

16

with Zell C. Hurwitz, Trustee Cr.

1961						
Sept.	8	Proceeds of Sale	5,000	00		
		Interest on deferred payment of $4,500.00 to 10/31/61	39	75	5,039	75
		Refund 1961 State and County taxes ($164.11) from 9/8/61 to 12/31/61	46	56	46	56
					5,086	31

LIBER 134 PAGE 418

ORDER NISI

Sharon Building & Loan Ass'n, Inc.,
Assignee of
Ritchie Swift Homes, Inc.

VERSUS

Walter R. Hawkins

and

Bertha A. Hawkins, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,493 Equity.

1961 NOV -8 PM 12:22

ORDERED, This 8th day of November, 19, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of December, 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 DEC 19 PM 2:25

D. Boone Duckett

OFFICE C

LIBER 134 PAGE 419

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,493 Equity
Sharon Building & Loan Ass'n., Inc., Assignee of Ritchie Swift Homes, Inc.

versus

WALTER R. HAWKINS and BERTHA A. HAWKINS, his wife

Ordered, this 8th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk
N-30

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1961

We hereby certify, that the annexed Order Nisi Eq 14,493 Auditor Account Walter R. Hawkins

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 December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 24175

FILED By Hazel Tilghman

1961 DEC -5 PM 12:18

19

LIBER 134 PAGE 420

No. 14,497 Equity

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
AUDWIN D. SANK, JR., AND MARILYN A. SANK, HIS WIFE	:	In Equity No. 14,497.

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 AudwinD. Sank, Jr., and Marilyn A. Sank, his wife to Baltimore Federal Savings and Loan Association, dated October 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1433 folio 410.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUL 21 PM 12:09

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1433 PAGE 410

MORTGAGE

No. 14,497 Equity

LIBER 134 PAGE 421

THIS MORTGAGE, Made this 24th day of October, A. D. 1960, by and between AUDWIN D. SANK, JR. and MARILYN A. SANK, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of NINE THOUSAND ONE HUNDRED FIFTY and 00/100 Dollars ($ 9,150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 3/4 per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-three and 44/100 Dollars ($ 53.44), commencing on the first day of December, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1990. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—56500-6

BEING known and designated as Lot No. 9 Block 27 Section 4 as shown on the Plat of Harundale Section 4 and recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 27. The improvements thereon being known as 517 Westway.

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 Inland Realty, Inc. unto the herein Mortgagors.

Refrigerator Range Auto. clothes washer

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1961 JUL 21 PM 12:09

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

LIBER 134 PAGE 422
BOOK 1433 PAGE 411

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred twenty ($120.00) Dollars payable half-yearly on the 1st 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 at any other time.

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

LIBER 134 PAGE 423
BOOK 1433 PAGE 412

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Walter S. Calwell 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 a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

JOHN R. HOLLAND, JR.

Audwin D. Sank Jr. [SEAL]
Audwin D. Sank, Jr.

[SEAL]

Marilyn A Sank [SEAL]
Marilyn A. Sank

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1433 PAGE 414

I HEREBY CERTIFY, That on this the 24th day of October, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Audwin D. Sank, Jr. and Marilyn A. Sank, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

1100

JOHN R. HOLLAND, JR. Notary Public.

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

My commission expires: May 1, 1961

No. 54420

Approved by ..... Examiner

Ready for Record .....

Rec'd for record Oct. 26, 1960 at 11:32 A.M.

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.

AUDWIN D. SANK, JR., AND MARILYN A. SANK, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 134 PAGE 425

MILITARY AFFIDAVIT

No. 14,497

Docket 19 folio 425

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of July, 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 Audwin D. Sank, Jr., and Marilyn A. Sank, 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 he ha 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 JUL 21 PM 12:09

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

AUDWIN D. SANK, JR., AND

MARILYN A. SANK, HIS WIFE

THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,497.

LIBER 134 PAGE 426

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Audwin D. Sank, Jr., and Marilyn A. Sank, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **24th** day of **October** 1960, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1433** Folio **410** .

Amount of Mortgage	**$9150.00**
Less - amount paid on principal	**28.93**
	9121.07
Plus - interest to 8/15/61	**327.87**
	9448.94
Less - balance in expense account	**11.16**
	9437.78

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **20th** day of **June** 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 JUL 21 PM 12:09

Clara M. Link

Clara M. Link Notary Public

7

Mortgagee and Attorney's Bond.

1-369

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

LIBER 11 PAGE 102

LIBER 134 PAGE 427

BOND NO. 339136 No. 14,497 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 NINETY-FIVE HUNDRED AND NO/100 ($9500.00) - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 30th day of August 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 Audwin D. Sank, Jr. & Marilyn A. Sank, his wife to Baltimore Federal Savings & Loan Association bearing date the 24th day of October nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1433, Folio 410, and

is about to sell the land and premises described in said Mortgage, 517 Westway, Anne Arundel 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 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. Luck
~~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 SEP -5 PM 1:04

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

WALTER S. CALWELL, Attorney Named in Mortgage VS. AUDWIN D. SANK, JR., AND MARILYN A. SANK, HIS WIFE	: : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) No. 14,497.

LIBER 134 PAGE 428

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1433 folio 410 from said Audwin D. Sank, Jr., and Marilyn A. Sank, 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 5th day of September, ~~xx~~ 1961 at 3.10 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 9, Block 27, Section 4 as shown on the Plat of Harundale Section 4 which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 27, the improvements whereon are known as No. 517 Westway; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

9

FILED

1961 SEP -8 AM 9:13

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Audwin D. Sank, Jr., and Marilyn A. Sank, his wife to Baltimore Federal Savings and Loan Association, dated October 24th, 1950 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1433 folio 410 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
September 5th, 1961
at 3:10 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows:-

BEING known and designated as Lot No. 9 Block 27 Section 4 as shown on the Plat of Harundale Section 4 and recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 27. The improvements thereon being known as 517 Westway.

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

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms, 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-31

LIBER 134 PAGE 429

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ninety-five Hundred ($9500.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **6th** day of **September, 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 134 PAGE 430

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

AUDWIN D. SANK, JR., AND
MARILYN A. SANK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,497 Equity

Ordered, this 8th day of September, 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 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.

The report states that the amount of sale was $ 9500.00

Filed 1961 Sept. 8
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

AUDWIN D. SANK, JR., AND
MARILYN A. SANK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 18th day of October, 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. Bruce Duckett
JUDGE.

FILED
1961 OCT 18 PM 4:15

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal ... ding
Baltimore 2, ...

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Audwin D. Sank, Jr., and Marilyn A. Sank, his wife to Baltimore Federal Savings and Loan Association, dated October 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1433 folio 410 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, September 5th, 1961 at 3:10 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows:-

BEING known and designated as Lot No. 9 Block 27 Section 4 as shown on the Plat of Harundale Section 4 and recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 27. The improvements thereon being known as 517 Westway.

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

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms, 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

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

A-31

No. 13

14,497

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 431

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed

Attorney's Sale

Audwin D. Sank, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September 7, 1961. The first insertion being made the 10th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP -8 PM 4.11

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 432

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,497

Audwin D. Sank, Jr.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23159 1961 OCT 10 PM 1:57 By H. Tilghman

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,497 EQUITY

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
AUDWIN D. SANK, JR., and
MARILYN A. SANK, his wife

Ordered, this 8th day of September, 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 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.

The report states that the amount of sale was $9,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-5

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Audwin D. Sank, Jr.,
and
Marilyn A. Sank, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,497 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. Dobling
Auditor.

November 6, 1961

FILED

1961 NOV -8 PM 12:22

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Audwin D. Sank, Jr., and Marilyn A. Sank, his wife

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	317	09	417	09
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	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	39	00		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	5	22		
One-half State documentary stamps	10	45		
Clara M. Link - notary fees	1	50	179	41
To Attorney for Taxes, viz:				
1961 State and County taxes ($130.36) - 8 months 5 days	88	68	88	68
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $60.00 due 11/1/61 - 4 months 5 days	41	65	41	65
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,786	83	8,786	83
			9,569	66
Amount of mortgage claim filed	9,437	78		
Interest @ 5-3/4% on principal balance of $9,121.07 From 8/15/61 to 12/15/61 - 4 months	174	82		
	9,612	60		
Cr. Amount allowed above	8,786	83		
Balance subject to decree in personam	825	77		

15

with Walter S. Calwell, Attorney named in Mortgage Cr.

1961						
Sept	5	Proceeds of Sale	9,500	00		
		Interest on deferred payment to 10/19/61	69	66	9,569	66
					9,569	66

ORDER NISI LIBER 134 PAGE 436

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Audwin D. Sank, Jr.,
and
Marilyn A. Sank, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,497 Equity.

1961 NOV -8 PM 12:22

FILED

ORDERED, This 8th day of November, 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 18th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of December, 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 DEC 19 PM 2:26

D. Bruce Duckett

11

LIBER 134 PAGE 437

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,497 Equity
Walter S. Calwell,
Attorney named in Mortgage
versus
AUDWIN D. SANK, JR. and MARILYN A. SANK, his wife

Ordered, this 8th day of November, 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 December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-30

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,497 Auditor Account Audwin D. Sank, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
By Hazel Tilghman

FILED
1961 DEC -5 PM 12. 18

No. M. G. 24174

18

In the Matter of the Mortgaged	:	No. 14,577 Equity
Real Estate of Ray W. Andrews	:	In the Circuit Court
and Clara C. Andrews, his wife	:	for
	:	Anne Arundel County
	:	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1961 SEP -5 AM 11:47

MORTGAGE FEE—CITY OR COUNTY—Form ...

No. 14,577 Equity

BOOK 1305 PAGE 296

LIBER 134 PAGE 439

Purchase money

THIS MORTGAGE, Made this 15th day of June

in the year nineteen hundred and fifty-nine by and between

RAY W. ANDREWS and CLARA C. ANDREWS, his wife,

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

JOHN F. MATTIMORE and RUTH M. MATTIMORE, his wife, Mortgagees, of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagees in the full and just sum of NINETEEN THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS ($19,495.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for said sum, payable six months after date, with interest thereon as follows: no interest for the first month; three per centum (3%) per annum for the second month on the unpaid balance and six per centum (6%) per annum for the fourth month on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the said Mortgagors by deed of even date herewith.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Seventh Elect. Dist., the County aforesaid, and described as follows, to wit:—~~Beginning for~~

CONTAINING 0.88 acre, as more particularly described by metes and bounds in deed of even date herewith to the within-named Mortgagors by the within-named Mortgagees, said deed intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

UNR-2370

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1961 SEP -5 AM 11:47

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 parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Nineteen Thousand Four Hundred Ninety-five ---------- 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 Mortgagor shereby also authorize the said Mortgagees, their personal representatives, or ass\ \, or Wm. W. Townshend, Jr. \uly authorized Attorney or Agent

of the said Mortgagees, his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Wm. W. Townshend, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Nineteen Thousand Four Hundred Ninety-five ---------- 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 Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Alice Gary
ALICE GARY

Ray W. Andrews [SEAL]
Ray W. Andrews

~~Clara C. Andrews~~ [SEAL]

Clara C. Andrews [SEAL]
Clara C. Andrews

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 15th day of June in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ray W. Andrews and Clara C. Andrews, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared John F. Mattimore 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.

Witness my hand and Notarial seal.

Alice Gary
ALICE GARY Notary Public

Rec'd for record June 19, 1959 at 2:56 P.M.
Mailed to William W. Townshend, Jr. 8.00

4

LIBER 134 PAGE 441

BOOK 1305 PAGE 298

LIBER 134 PAGE 442 No. 14,577 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 5th 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, William W. Townshend, Jr., Attorney named in Mortgage, from Ray W. Andrews and Clara C. Andrews, his wife, to John F. Mattimore and Ruth M. Mattimore, his wife to the best of his knowledge, the 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.)

Ray W. Andrews and Clara C. Andrews

~~and~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 5th day of September, 19 61.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

LIBER 134 PAGE 443

In the Matter of the Mortgaged	:	No. 14577. Equity
Real Estate of Ray W. Andrews	:	In the Circuit Court
and Clara C. Andrews, his wife	:	for
	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Ray W. Andrews and Clara C. Andrews, his wife, dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1305, Folio 296.	$19,495.00
Interest from August 15, 1961 to September 15, 1961.	97.48
Amount of Mortgage Indebtedness	$19,592.48

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of September 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1961 SEP -5 AM 11:47

Equity No. 14,577 Equity

LIBER 134 PAGE

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South St.
Annapolis, Maryland

A T T O R N E Y ' S S A L E
OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Ray W. Andrews and Clara C. Andrews, his wife, dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, folio 296, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 19, 1961
at 11:00 A.M.

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a pipe set on the east side of the State Road (Route 256) leading from Deale to Nutwell at the end of the second line in the conveyance from Louis L. Weaver and Mabel Weaver, his wife, to John F. Mattimore and Ruth Mattimore, his wife, by deed dated November 23, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 502, folio 336; thence leaving said road and with the above mentioned conveyance, reversely, and as corrected for magnetic difference, South 58° 19' 10" East, 306.27 ft. to a pipe found on the shore line of Rockhold Creek; thence with the shore line of said Creek, South 25° 03' 10" West, 130.33 ft. to a nail in a post on the shore of said Creek; thence leaving said Creek and still with the above-mentioned conveyance, North 55° 48' 40" West, 327.01 ft. to a point in a locust tree on the east side of the above mentioned State Road; thence with the east side of said

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Road, North 39° 30' East, 52.68 ft. to a point; thence North 30° 04' East, 63.0 ft. to the place of beginning. Containing 0.88 acre.

BEING the same property conveyed to Ray W. Andrews and Clara C. Andrews, his wife, by John F. Mattimore and Ruth M. Mattimore, his wife, by deed dated June 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, folio 294.

THE above property is improved by a dwelling with modern conveniences and is located on the water. The property is further being used as a marina and has boat slips available.

TERMS OF SALE: A cash deposit will be required of $1,000.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

FOR further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: August 24th, 31st and
September 7th and 14th, 1961

Please send 25 handbills.

LIBER 134 PAGE

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

EXECUTIVE OFFICE: 150 WILLIAM STREET NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 11 PAGE 106

LIBER 134 PAGE 446

Bond No. 355927

NO. 14,577 EQUITY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Wm. W. Townshend, Jr. 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 TWENTY-ONE THOUSAND AND NO/100 DOLLARS ($21,000) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of September, 1961

WHEREAS by virtue of a power of sale contained in a Mortgage from Ray W. Andrews and Clara C. Andrews to John F. Mattimore & Ruth M. Mattimore bearing date on or about the 15th day of June, 1959, the said Wm. W. Townshend, Jr. is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Bond approved this 11 day of September, 1961

George T. Cromwell, Clerk

WITNESS:

Ethel M. Carle

Ethel M. Carle

William W. Townshend (SEAL)

William W. Townshend, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins

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

SURETY

FILED

1961 SEP 11 PM 4:01

1

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Buildin[illegible] [illegible]uth St.
Annapolis, Ma[illegible] [illegible]d

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Ray W. Andrews and Clara C. Andrews, his wife, dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, folio 296, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 19, 1961 at 11:00 A.M.

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a pipe set on the east side of the State Road (Route 256) leading from Deale to Nutwell at the end of the second line in the conveyance from Louis L. Weaver and Mabel Weaver, his wife, to John F. Mattimore and Ruth Mattimore, his wife, by deed dated November 23, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 502, folio 336; thence leaving said road and with the above mentioned conveyance, reversely, and as corrected for magnetic difference, South 58 degrees 19' 10" East, 306.27 ft. to a pipe found on the shore line of Rockhold Creek; thence with the shore line of said Creek, South 25 degrees 03' 10" West, 130.33 ft. to a nail in a post on the shore of said Creek; thence leaving said Creek and still with the above-mentioned conveyance, North 55 degrees 48' 40" West, 327.01 ft. to a point in a locust tree on the east side of the above mentioned State Road; thence with the east side of said Road, North 39 degrees 30' East, 52.68 ft. to a point; thence North 30 degrees 04' East, 63.0 ft. to the place of beginning. Containing 0.88 acre.

BEING the same property conveyed to Ray W. Andrews and Clara C. Andrews, his wife, by John F. Mattimore and Ruth M. Mattimore, his wife, by deed dated June 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, folio 294.

THE above property is improved by a dwelling with modern conveniences and is located on the water. The property is further being used as a marina and has boat slips available.

TERMS OF SALE: A cash deposit will be required of $1,000.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

FOR further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland
Robert H. Campbell,
Auctioneer

S-14

No. 10

14,577

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 447

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1961

We hereby certify, that the annexed

Attorney's Sale

Ray W. Andrews

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of September, 1961. The first insertion being made the 24th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1961
SEP 18 PM 1:26

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 134 PAGE 448

Equity #14,577

Bond No. 355931

ADDITIONAL BOND LIBER 11 PAGE 109

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., 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 Four Thousand Five Hundred Dollars ($4,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 19th day of September, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Ray W. Andrews and Clara C. Andrews, bearing date on or about June 15, 1959, the said William W. Townshend, Jr. 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 William W. Townshend, Jr. 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, William W. Townshend, Jr., 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

Additional Bond approved this 19th day of September, 1961

George T. Cromwell, Clerk

Ethel M. Carle

Ethel M. Carle, as to both

William W. Townshend, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

1961 SEP 19 PM 3:18

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

LIBER 134 PAGE 443

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Ray W. Andrews and Clara C. Andrews, his wife, dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, folio 296, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 19, 1961

At 11:00 A.M.

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a pipe set on the east side of the State Road (Route 256) leading from Deale to Nutwell at the end of the second line in the conveyance from Louis L. Weaver and Mabel Weaver, his wife, to John F. Mattimore and Ruth Mattimore, his wife, by deed dated November 23, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 502, folio 336; thence leaving said road and with the above mentioned conveyance, reversely, and as corrected for magnetic difference, South 58° 19' 10" East, 306.27 ft. to a pipe found on the shore line of Rockhold Creek; thence with the shore line of said Creek, South 25° 03' 10" West, 130.33 ft. to a nail in a post on the shore of said Creek; thence leaving said Creek and still with the above-mentioned conveyance, North 55° 48' 40" West, 327.01 ft. to a point in a locust tree on the east side of the above mentioned State Road; thence with the east side of said Road, North 39° 30' East, 52.68 ft. to a point; thence North 30° 04' East, 63.0 ft. to the place of beginning. Containing 0.88 acre.

BEING the same property conveyed to Ray W. Andrews and Clara C. Andrews, his wife, by John F. Mattimore and Ruth M. Mattimore, his wife, by deed dated June 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, folio 294.

THE above property is improved by a dwelling with modern conveniences and is located on the water. The property is further being used as a marina and has boat slips available.

TERMS OF SALE: A cash deposit will be required of $1,000.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1961 SEP 22 AM 9:24

LIBER 134 PAGE 450

Annapolis, Maryland
September 19, 1961

I hereby certify that I have this 19th day of September, 1961, sold the property described on the reverse hereof unto Ray W. Andrews and Clara C. Andrews, his wife at and for the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($25,500.0 being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 19th day of September, 1961 purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($25,500.00) and I/we hereby agree to comply with the terms of sale.

Ray W. Andrews

Clara C. Andrews

FILED
1961 SEP 22 AM 9:24

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In the Matter of the	:	No. 14,577 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Ray W. Andrews and	:	for
Clara C. Andrews, his wife	:	Anne Arundel County
	:	

LIBER 134 PAGE 451

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Ray W. Andrews and Clara C. Andrews, his wife, dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, Folio 296, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, September 19, 1961 at 11:00 o'clock A.M., and then and there sold the said property to Ray W. Andrews and Clara C. Andrews, his wife, at and for the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($25,500.00), being at that figure the highest bidders therefor, said property described as follows:

BEGINNING for the same at a pipe set on the east side of the State Road (Route 256) leading from Deale to Nutwell at the end of the second line in the conveyance from Louis L. Weaver and Mabel Weaver, his wife, to John F. Mattimore and Ruth Mattimore, his wife, by deed dated November 23, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 502, Folio 336; thence leaving said road and with the above-mentioned conveyance, reversely, and as corrected for magnetic difference, South 58° 19' 10" East, 306.27 ft. to a pipe found on the shore line of Rockhold Creek; thence with the shore line of said Creek, South 25° 03' 10" West, 130.33 ft. to a nail in a post on the shore of said Creek; thence leaving said creek and still with the above-mentioned

FILED 1961 SEP 22 PM 9:24

14

conveyance, North 55° 48' 40" West, 327.01 ft. to a point in a locust tree on the east side of the above mentioned State Road; thence with the east side of said Road, North 39° 30' East, 52.68 ft. to a point; thence North 30° 04' East, 63.0 ft. to the place of beginning. Containing 0.88 acre.

Being the same property conveyed to Ray W. Andrews and Clara C. Andrews, his wife, by John F. Mattimore and Ruth M. Mattimore, his wife, by deed dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1305, Folio 294.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $1,000.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

Wm W Townshend Jr

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of September, 1961, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

15

ORDER NISI

In the Matter of the Mortgaged
Real Estate of Ray W. Andrews
and Clara C. Andrews, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,577 Equity

LIBER 134 PAGE 453

Ordered, this 22nd day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $ 25,500.00.

Filed Sept.22,1961

True Copy, George T Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

In the Matter of the Mortgaged
Real Estate of Ray W. Andrews
and Clara C. Andrews, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 31st day of October, 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 NOV -1 PM 12:07

16

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 454

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,577

Ray W. Andrews

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 October, 1961. The first insertion being made the 28th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1961 OCT 24 PM 2:46

No. M. G. 23427

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,577 Equity
In the Matter of the Mortgaged Real Estate of
RAY W. ANDREWS and
CLARA C. ANDREWS, his wife

Ordered, this 22nd day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $25,500.00.

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

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Ray W. Andrews
and
Clara C. Andrews, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,577 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.

November 10, 1961

Laura R. Jackling
Auditor.

FILED

1961 NOV 10 PM 12:30

8

Dr. In the Matter of the Mortgaged Real Estate of Ray W. Andrews and Clara C. Andrews, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	794	00	894	00
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	85	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	16		
Globe Indemnity Co. - bond premiums	102	00		
Robert H. Campbell - auctioneer's fee	150	00		
One-half Federal documentary stamps	14	03		
One-half State documentary stamps	28	05		
Dorothy P. McNew - notary fees	1	50	423	50
To John F. Mattimore and Ruth M. Mattimore, his wife, mortgagees - in full for mortgage claim, viz:				
Amount of claim filed $ 19,592.48				
Interest on principal balance of $19,495.00 from 9/15/61 to 12/18/61 - 3 months 3 days 302.18	19,894	66	19,894	66
To Ray W. Andrews and Clara C. Andrews, his wife, mortgagors - this balance	4,495	34	4,495	34
			25,767	00

19

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1961						
Sept.	19	Proceeds of Sale	25,500	00		
		Interest on deferred payment of $24,500.00 to 11/6/61	204	00	25,704	00
		Refund 1961 State and County taxes ($215.98) 3 months 12 days	63	00	63	00
					25,767	00

LIBER 134 PAGE 458

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Ray W. Andrews and Clara C. Andrews, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,577 Equity.

ORDERED, This 10th day of November, 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 18th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

George T. Cromwell
Jud

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of December, 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 DEC 19 PM 2:26

D. Bruce Duckett

FILED
1961 NOV 10 PM 12:30

21

LIBER 134 PAGE 459

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,577 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE of RAY W. ANDREWS and CLARA C. ANDREWS, his wife

Ordered, this 10th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-30

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,577
Auditor Account

Ray H. Andrews

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 December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 DEC -5 PM 12:19

By Hazel Tilghman

No. M. G. 24197

22

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
LEWIS R. DIMISAR	:	IN EQUITY

.....oOo.....

14,255 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of the plaintiff respectfully represents:

THAT on the second day of July, 1959, the defendant executed and delivered to Fairview Federal Savings and Loan Association a mortgage upon certain fee simple property in the Third Election District of Anne Arundel County, therein described, to secure the payment of a mortgage debt of Twenty-nine Hundred Dollars ($2900.00) and interest, as therein mentioned, wherein said Mortgagor consented to the passage of a decree for the sale of said mortgaged property to take place at any time after default in any covenant or condition of said mortgage; all of which will appear in said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

THAT said mortgage is in default, inasmuch as the mortgagor is more than sixty (60) days in arrears in the payment of the principal, interest and expenses, as contracted for in said mortgage.

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

AND AS IN DUTY BOUND.

Paul Beall

Paul Beall
Attorney for the Plaintiff

FILED

1961 MAR -1 AM 9:35

[DR.—CITY OR COUNTY]

BOOK 1310 PAGE 145

9259

Petitioner's Exhibit No. 1

Mortgage

No. 14,255 Equity

LIBER 134 PAGE 461

THIS MORTGAGE, Made this second day of July, in the year Nineteen Hundred and Fifty-nine, by and between Lewis R. Dimisar,

of Anne Arundel County, 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 Twenty-nine Hundred Dollars ($ 2900.00), 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 Twenty-nine Hundred Dollars ($ 2900.00), 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 Twenty-nine Dollars ($ 29.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 1959, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

THE said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot No. 159 on Plat "A", of Brookfield on the Magothy, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. #3, folio 23, New Plat Book #8, folio 11.

BEING the same lot of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Leroy L. Little and wife to the herein named Mortgagor.

FILED

1959 MAR -1 [illegible]

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.~~

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

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, 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 per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Antoinette M. Granese

Antoinette M. Granese

Lewis R Dimisar (SEAL)

Lewis R. Dimisar

(SEAL)

(SEAL)

5

BOOK 1310 PAGE 148

LIBER 134 PAGE 464

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 2nd day of July, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Lewis R. Dimisar,

the above named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act.

At the same time also personally appeared 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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

My commission expires May 1, 1961

9.00

Rec'd for record July 7, 1959 at 1:41 P.M.
Mailed to Kohlerman + Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

LEWIS R. DIMISAR

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 JUL -7 PM 1:41
& RECORDED IN LIBER GTC
NO. 1310 FOLIO 148
GEO. T. GROSNWELL, CLERK

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 13225-T

Property:

Lot 159, Plat A
Brookfield on the Magothy

Description approved

Execution approved

FAIRVIEW FEDERAL SAVINGS	:	IN THE CIRCUIT COURT
AND LOAN ASSOCIATION	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LEWIS R. DIMISAR	:	IN EQUITY
	.....oOo.....	No. 14,255 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage dated July 2, 1959	$ 2,900.00
Less payments thereon	181.55
Balance as of February 28, 1961	2,718.45

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this twenty-third day of February, in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Jerome C. Neuman, Secretary of Fairview 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.

Helena Reymann
Helena Reymann
Notary Public

My commission expires May 1, 1961

FILED
1961 MAR -1 AM 9:35

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
GEORGE M. HAY, JR. and PHYLLIS E. HAY, his wife	:	HOWARD COUNTY IN EQUITY

.....oOo.....

No. 14,255 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 JEROME C. NEUMAN, Secretary of Fairview 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.

Jerome C. Neuman
Jerome C. Neuman
Affiant

Subscribed and sworn to before me this 23rd day of February, 1961.

Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 1, 1961

FILED
1961 MAR -1 AM 9:35

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

LIBER 134 PAGE 467

DECREE FOR SALE OF MORTGAGE PREMISES

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
LEWIS R. DIMISAR	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
.....oOo.....		No. 14,255 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 1st day of March, in the year nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County, in Equity, 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 PAUL BEALL 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 Three Thousand Dollars ($3,000.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be 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

Approximate Value $3,000.00

FILED

1961 MAR -2 AM 10:28

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 decree shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Fraser

Judge

9

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 10 PAGE 583

No. 14,255 Equity

LIBER 134 PAGE 463

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall, 1406 Fidelity Building, Baltimore 1, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 2nd day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Paul Beall by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Fairview Federal Savings and Loan Association

vs:

Lewis R. Dimisar

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall

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

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

Signed, sealed and delivered in the presence of:

Romana E. Byrnes
Romana E. Byrnes

Paul Beall (SEAL)
Paul Beall

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony
D. 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 -3 AM 10:14

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
LEWIS R. DIMISAR	:	IN EQUITY

.....oOo.....

No. 14,255 Equity

LIBER 134 PAGE 410

TO THE HONORABLE JUDGE OF SAID COURT:

THE REPORT OF SALE of Paul Beall, Trustee appointed by the decree in the above entitled cause to make sale of the fee simple property known as Lot 159, Plat A, Brookfield on the Magothy, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did, pursuant to said notice on Monday, the eighth day of May, 1961, at 3:30 o'clock P.M., attend on the premises and then and there sold the said fee simple property set out above to JOHN A. O'SHEA and CORALIE W. O'SHEA, his wife, at and for the sum of ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($1,450.00), they having offered the highest price therefor.

Paul Beall
Paul Beall
Trustee

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this day of May, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Paul Beall, 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.

FILED

1961 MAY 11 AM 11:14

Helena Reymann
Helena Reymann, Notary Public

My commission expires May 6, 1963

ORDER NISI

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

LEWIS R. DIMISAR

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,255 Equity

LIBER 134 PAGE 471

Ordered, this 11th day of May, 1961, That the sale of the Property in these proceedings mentioned made and reported by Paul Beall, Trustee

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

The report states that the amount of sale was $ 1,450.00

FILED 1961 MAY 11 AM 11:14

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

LEWIS R. DIMISAR

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 20th day of June, 1961 that the sale made and reported by the 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. Bonn Duckett

JUDGE.

FILED

1961 JUN 21 PM 12:13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 472

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,255 Lewis R. Dimisar

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of June, 1961. The first insertion being made the 18th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,255 Equity
Fairview Federal Savings and Loan Association
versus
LEWIS R. DIMISAR

Ordered, this 11th day of May, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Paul Beall, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of June next.

The report states that the amount of sale was $1,450.00

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

FILED
NOM. G. 212 61
JUN 12 PM 2:22

13

In the Case of

Fairview Federal Savings and Loan Association

vs.

Lewis R. Dimisar

In the

Circuit Court

For

Anne Arundel County

No. 14,255 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

November 10, 1961

FILED
1961 NOV 15 AM 9:23

Dr. Fairview Federal Savings & Loan Association vs. Lewis R. Dimisar in ac.

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	76	25	151	25
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	27	10		
Fidelity & Deposit Co. of Md.-bond premium	12	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps		82		
One-half State documentary stamps	1	65		
Helena Reymann - notary fees	1	00		
Antoinette M. Granese - notary fee		50	161	07
To Trustee for Taxes, viz: 1961 State and County taxes - 4 months 8 days	21	88	21	88
To Fairview Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	1,107	27	1,107	27
			1,492	97
Amount of mortgage claim filed	2,718	45		
Interest thereon @ 6% from 2/28/61 to 12/18/61 - 10 months 18 days	144	07		
	2,862	52		
Cr. Amount allowed above	1,107	27		
Balance subject to decree in personam	1,755	25		

with Paul Beall, Trustee Cr.

1961						
May	8	Proceeds of Sale	1,450	00		
		Interest on deferred payment - 5 months 28 days	42	97	1,492	97
					1,492	97

ORDER NISI LIBER 134 PAGE 476

Fairview Federal Savings and Loan Association

VERSUS

Lewis R. Dimisar

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,255 Equity.

ORDERED, This 15th day of November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

FILED 1961 NOV 15 PM 9:23

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of December, 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.

O Brin Duckett

FILED 1961 DEC 27 AM 11:23

LIBER 134 PAGE 477

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,255 Equity
Fairview Federal Savings and Loan Association
VERSUS
LEWIS R. DIMISAR

Ordered, this 15th day of November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

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

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1961

We hereby certify, that the annexed Order Nisi Eq 14,255 Auditor Account Lewis R. Dimisar, was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of December, 1961. The first insertion being made the 21st day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
DEC 13 PM 12:48

No. M. G. 243-15-1961 By Hazel Tilghman

LIBER 134 PAGE 478

EDWARD C. MACKIE, Assignee for the purpose of foreclosure 629 Title Building Baltimore 2, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-v-	:	
MARVIN P. HENRY and INEZ O. HENRY, his wife Sunset Knoll Road Pasadena Anne Arundel County, Maryland	:	IN EQUITY 14,496 Equity

: : : : : : :

PETITION FOR FORECLOSURE UNDER POWER OF SALE

Please docket the above entitled case and file among the papers the following instruments, marked Plaintiff's Exhibits Nos. 1 and 2.

1. Mortgage from MARVIN P. HENRY and INEZ O. HENRY, his wife, to MONUMENTAL ENGINEERING INC., a body corporate, dated November 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber 1368, page 330, etc.

2. Assignment from the CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. of the aforesaid mortgage unto EDWARD C. MACKIE, (for the purpose of foreclosure) dated July 6, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1368, folio 331 etc.

Edward C. Mackie

Edward C. Mackie, Assignee
629 Title Building
Baltimore 2, Maryland
Saratoga 7-2443

FILED

1961 JUL 21 AM 9:24

14496 Equity

BOOK 1368 PAGE 330

LIBER 134 PAGE 479

THIS MORTGAGE, Made this 9th day of November, 1959, by and between

MARVIN P. HENRY & INEZ O. HENRY - his wife

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

Monumental Engineering Inc., Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of Eight thousand ten and 22/100- -

Dollars ($8,010.22), and have agreed to repay the said sum in 84 consecutive monthly instalments of $95.36 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns

all that lot of ground and premises located in Anne Arundel County, known as

3 rd Election District, Sunset Knoll Road, Pasadena, Maryland

and more fully described in a Deed dated May 10, 1955, from Dovener Dayton McGinness & wf.,

recorded among the Land Records of Anne Arundel County, Liber JHH 925, Folio 157

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.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, in fee simple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, 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; to pay a "late charge" of $.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

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, 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 Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the 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 hands and seals of said Mortgagors.

WITNESS, as to all:

Byron K. Risley (signature)

Byron K. Risley

Marvin P. Henry (signature) (SEAL)

Marvin P. Henry

Inez O. Henry (signature) (SEAL)

Inez O. Henry

(SEAL)

(SEAL)

STATE OF MARYLAND,
Baltimore County } to wit:

I HEREBY CERTIFY, That on this 19th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Marvin P. Henry and Inez O. Henry, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown, President, who made oath in due form of law that he is the Agent of Monumental Engineering, Inc., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, 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 I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

2

My commission expires May 1, 1961.

Byron K. Risley (signature)

Byron K. Risley, Notary Public

(Notary seal: BYRON K. RISLEY NOTARY PUBLIC)

RECORDATION TAX ACT OF 1947 $1.00 · $5.50 · $1.00

5.50

Recorded Feb. 4, 1960 at 2:04 P.M.

BOOK 1368 PAGE 331

ASSIGNMENT

LIBER 134 PAGE 480

Baltimore, Maryland November 19 1959

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

Consolidated Security Savings and Loan Association, Inc., Glen Burnie, Maryland

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

MONUMENTAL ENGINEERING, INC.

BY: Richard A. Brown (SEAL)

Richard A. Brown, President

(SEAL)

TEST: Byron K. Risley

Byron K. Risley, Secretary - Treasurer

Rec'd for record Feb. 4, 1960 at 2:04 P.M.

Mailed to Consolidated Security S. + L. Ass'n., Inc.

Mortgage

FROM

MARVIN P. HENRY AND

INEZ O. HENRY, his wife

TO

MONUMENTAL ENGINEERING, INC.

GLEN BURNIE, MARYLAND

ASSIGNED TO

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

3 Baltimore-Annapolis Blvd., N.W.

Glen Burnie, Maryland

RECEIVED FOR RECORD on the ..... day of ....., A.D. 19.. at ..... o'clock ..... M., and recorded in Liber No. ..... at folio ..... of the Land Records for .....

1960 FEB -4 PM 2:04

1368 FOLIO 330

Clerk.

Chattel

Cert. 5.00 1.00 6.00

ASSIGNMENT

Baltimore, Maryland July 6 1961

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured ~~to~~ FOR THE PURPOSE OF FORECLOSURE TO EDWARD C. MACKIE, Assignee

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. (SEAL)

BY: Richard A. Brown (SEAL)

Richard A. Brown, President

TEST: Martha A. Taylor

Martha A. Taylor, Ass't. Secretary-Treasurer

Mail to Edward C. Mackie
629 Title Bldg.
Balto. 2, Md.

Cancel

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1961 JUL 11 AM 9:18

& RECORDED IN LIBER G.T.C. NO. 1368 FOLIO 331

GEO. T. CROMWELL, CLERK

TEST

RELEASE

FOR VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this ..... day of ....., 19....

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

STATEMENT OF MORTGAGE CLAIM

EDWARD C. MACKIE, Assignee for the purpose of foreclosure	IN THE
vs.	**CIRCUIT COURT**
MARVIN P. HENRY and	— OF —
INEZ O. HENRY, his wife,	~~BALTIMORE COUNTY~~ ANNE ARUNDEL COUNTY
	IN EQUITY 14496

LIBER 134 PAGE 481

STATEMENT OF MORTGAGE DEBT

Balance of principal due - - -	$4,902.24
Interest to 7/5/61 - - - -	253.90
Late charges to 7/5/61 - - -	33.39
	$5,189.53

Edward C. Mackie

Edward C. Mackie, Assignee

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

I HEREBY CERTIFY, That on this 19th day of July 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 Edward C. Mackie, 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

1961 JUL 21 AM 9:25

As witness my hand and Notarial Seal,

Raymond A. Richards

Notary Public.

RAYMOND A. RICHARDS NOTARY PUBLIC BALTIMORE, MD.

4

LIBER 134 PAGE 482

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

EDWARD C. MACKIE, Assignee for the purpose of foreclosure *vs.* MARVIN P. HENRY AND INEZ O. HENRY, his wife.	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY * IN EQUITY Docket ..... Folio 14496

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 Edward C. Mackie, Assignee

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

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

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

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

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

Edward C. Mackie
Edward C. Mackie *Affiant.* Assignee

Subscribed and sworn to before me
this 19th day of July 1961.

Raymond A. Richards
Notary Public

RAYMOND A. RICHARDS, SR. NOTARY PUBLIC BALTIMORE, MD.

FILED
1961 JUL 21 AM 9:25

Jud. 14042.

Assignee's Bond

LIBER 11 PAGE 88

No. 14496 Equity

Know all Men by these Presents:

LIBER 134 PAGE 483

THAT WE Edward C. Mackie

of 629 Title Building, Baltimore 2, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and No/100 ($6,000.00) *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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 18th *day of* August *in the year of our Lord nineteen hundred and* sixty-one

WHEREAS, the above bounden Edward C. Mackie *by virtue of* an assignment of *a power contained in mortgage from* Marvin P. Henry and Inez O. Henry, his wife *to* Monumental Engineering, Inc.

dated November 19, 1959 *and recorded in Liber* *No.* 1368 *folio* 330 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Edward C. Mackie *is about to execute the power vested in him* by assignment of power *in said mortgage;*

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

Signed, sealed and delivered in the presence of

Anna C. Allen

Edward C. Mackie [SEAL]
Edward C. Mackie

[SEAL]

MARYLAND CASUALTY COMPANY

Barbara Berberich
Barbara Berberich

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

ATTEST:

FILED
1961 AUG 18 AM 10:05

Bond approved this 18th day of August, 1961
George T. Cromwell, Clerk

EDWARD C. MACKIE, Solicitor
629 Title Building

Assignee's Sale

VALUABLE FEE SIMPLE RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Marvin P. Henry and Inez O. Henry, his wife to Monumental Engineering, Incorporated, a body corporate, dated November 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber 1368, Page 330, etc., (default having occurred thereunder) and by assignment from the Consolidated Security Savings & Loan Association, Inc., of the aforesaid mortgage unto Edward C. Mackie, (for the purpose of foreclosure) dated July 6, 1961, and recorded among the Land Records of Anne Arundel County in Liber 1368, folio 331, etc., the undersigned Assignee will sell at public auction at the Court House Door, Annapolis, Maryland on

Saturday, Aug. 19, 1961 at 10 o'clock A. M.

Located On Sunset Knoll Road

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

BEGINNING for the same at a point at the end of the sixth line described in the deed from Nathan L. Solmson and Paulina M. Solmson, his wife, to Karl Steldinger and Sara Steldinger, his wife, dated May 23, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 217, folio 300; thence along a portion of the seventh line described in said deed South eleven degrees forty - seven minutes West three hundred sixty-two and sixty-seven one hundredths feet (s. 11 degrees 47' W. 362.67') to the center line of the County Road (30' wide) leading from the Magothy River Bridge Road to Sunset Knoll; thence along the center line of said County Road North seventy-eight degrees fifty-six minutes West one hundred feet (N. 78 degrees 56' W. 100'); thence for a division line through the larger tract of which this is a part North eleven degrees forty-seven minutes East three hundred sixty-five and twenty - nine one - hundredths feet (N. 11 degrees 47' E. 365.29') to intersect the above mentioned sixth line; thence along a portion of said sixth line, which line is also the center of a proposed 60' Avenue, South seventy-seven degrees twenty-six minutes East one hundred feet and one one-hundredths feet (S. 77 degrees 26' E. 100.01') to the place of beginning.

CONTAINING eight hundred thirty-six one-thousandths (0.836) of an acre.

In Fee-Simple and improved by a Ranch Type Dwelling. Together with the building and improvements thereon and all and every the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax if any to be borne by purchaser.

EDWARD C. MACKIE,
Assignee
E. T. Newell & Co., Inc.,
Auctioneers
120-26 W. North Avenue
John M. Miller, Jr.,
President
Baltimore 1, Maryland
PL. 2-3580.

No. 7

14,496

LIBER 134 PAGE 484

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 30, 1961

We hereby certify, that the annexed

Assignee's Sale

Marvin P. Henry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of August, 1961. The first insertion being made the 27th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1961 AUG 30 PM 1:57

REPORT OF SALE

LIBER 134 PAGE 485

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

vs.

MARVIN P. HENRY and INEZ O. HENRY, his wife,

IN THE

CIRCUIT COURT

~~OF~~ FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY IN EQUITY

No. 14,496.

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

The Report of Sale of Edward C. Mackie, Assignee ~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of the fee simple lot of ground on Sunset Knoll Road in 3rd election district of Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Annapolis Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Saturday the 19th day of August 1961 at 10:00 o'clock A. M. attend on the premises and then and there sold

the fee simple lot of ground on Sunset Knoll Road in the 3rd election district of Anne Arundel County, Maryland unto Consolidated Security Savings & Loan Association Inc. at and for the sum of $4,000.00, it being the highest bidder and the said sum the highest bid offerred therefore.

(for a full and complete description of the property sold see advertisement attached hereto)

Edward C. Mackie

Edward C. Mackie, Assignee

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

I HEREBY CERTIFY, That on this 6th day of September 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward C. Mackie, Assignee ~~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,

Raymond A. Richards

Notary Public.

RAYMOND A. RICHARDS NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 SEP -7 AM 10:26

EDWARD C. MACKIE, Solicitor
629 Title Building

Assignee's Sale

VALUABLE FEE — SIMPLE RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Marvin P. Henry and Inez O. Henry, his wife to Monumental Engineering, Incorporated, a body corporate, dated November 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber 1368, Page 330, etc., (default having occurred thereunder) and by assignment from the Consolidated Security Savings & Loan Association, Inc., of the aforesaid mortgage unto Edward C. Mackie, (for the purpose of foreclosure) dated July 6, 1961, and recorded among the Land Records of Anne Arundel County in Liber 1368, folio 331, etc., the undersigned Assignee will sell at public auction at the Court House Door, Annapolis, Maryland on

Saturday, Aug. 19, 1961 at 10 o'clock A. M. Located On Sunset Knoll Road

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

BEGINNING for the same at a point at the end of the sixth line described in the deed from Nathan L. Solmson and Paulina M. Solmson, his wife, to Karl Steidinger and Sara Steidinger, his wife, dated May 23, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 217, folio 300; thence along a portion of the seventh line described in said deed South eleven degrees forty - seven minutes West three hundred sixty-two and sixty-seven one hundredths feet (s. 11 degrees 47' W. 362.67') to the center line of the County Road (30' wide) leading from the Magothy River Bridge Road to Sunset Knoll; thence along the center line of said County Road North seventy-eight degrees fifty-six minutes West one hundred feet (N. 78 degrees 56' W. 100'); thence for a division line through the larger tract of which this is a part North eleven degrees forty-seven minutes East three hundred sixty-five and twenty - nine one - hundredths feet (N. 11 degrees 47' E. 365.29') to intersect the above mentioned sixth line; thence along a portion of said sixth line, which line is also the center of a proposed 60' Avenue, South seventy-seven degrees twenty-six minutes East one hundred feet and one one-hundredths feet (S. 77 degrees 26' E. 100.01') to the place of beginning.

CONTAINING eight hundred thirty-six one-thousandths (0.836) of an acre.

In Fee-Simple and improved by a Ranch Type Dwelling. Together with the building and improvements thereon and all and every the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax if any to be borne by purchaser.

EDWARD C. MACKIE,
Assignee
E. T. Newell & Co., Inc.
Auctioneers
120-26 W. North Avenue
John M. Miller, Jr.,
President
Baltimore 1, Maryland
PL. 2-3580

ORDER NISI

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

versus

MARVIN P. HENRY and INEZ O. HENRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,496 Equity

LIBER 134 PAGE 487

Ordered, this 7th day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by Edward C. Mackie, Assignee

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.

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

Filed Sept.7,1961

True Copy,

George T. Cromwell. Clerk.

TEST: Clerk.

(Final Order)

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

versus

MARVIN P. HENRY and INEZ O. HENRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of October, 19 61 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Bonn Duckett

JUDGE.

FILED

1961 OCT 17 PM 3:49

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,496 EQUITY
EDWARD C. MACKIE,
Assignee for the purpose of foreclosure

versus

MARVIN P. HENRY and
INEZ O. HENRY, his wife

Ordered, this 7th day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by Edward C. Mackie, Assignee 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 488

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,496

Marvin P. Henry.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED By H. Tilghman

1961 OCT 10 PM 1:57

No. M. G. 23172

10

In the Case of

Edward C. Mackie,
Assignee
vs.
Marvin P. Henry
and
Inez O. Henry, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,496 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

November 6, 1961

FILED

1961 NOV 17 AM 10: 12

Dr. Edward C. Mackie, Assignee vs. Marvin P. Henry and Inez O. Henry, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	151	20	201	20
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	94	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co. - bond premium	24	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	50	00		
Clerk of Court - recording assignment	1	00		
R. A. Richards, Sr. - notary fees	1	50	198	02
To Consolidated Security Savings & Loan Ass'n, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	3,592	96	3,592	96
			4,043	68
Amount of mortgage claim filed	5,189	53		
Interest @ 6% on principal balance of $4,902.24 from 7/5/61 to 12/18/61 - 5 months 13 days	133	17		
	5,322	70		
Cr. Amount allowed above	3,592	96		
Balance subject to decree in personam	1,729	74		

12

with Edward C. Mackie, Assignee. Cr.

1961						
Aug.	19	Proceeds of Sale	4,000	00		
		Interest on deferred payment to 10/19/61 - 2 months	40	00	4,040	00
		Refund 1961 State and County taxes ($10.00) - 4 months 12 days	3	68	3	68
					4,043	68

ORDER NISI LIBER 134 PAGE 492

Edward C. Mackie,
Assignee
VERSUS
Marvin P. Henry
and
Inez O. Henry, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,496 Equity.

ORDERED, This 17th day of November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

FILED 1961 NOV 17 AM 10:12

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of December, 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. Bowie Duckett

FILED
DEC 27 AM 11:23

LIBER 134 PAGE 493

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,496 Equity
EDWARD C. MACKIE, Assignee
VERSUS
MARVIN P. HENRY and INEZ O. HENRY, his wife

Ordered, this 17th day of November, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

GEORGE T. CROMWELL Clerk

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1961

We hereby certify, that the annexed Order Nisi Eq 14,496 Auditor Account Marvin P. Henry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of December, 1961. The first insertion being made the 21st day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 24316 1961 DEC 13 PM 12:[illegible] By Hazel Tilghman

15

LIBER 134 PAGE 494

EQUITY No. 14,542

IN THE MATTER OF THE
SALE OF THE MORTGAGED REAL
Estate of ~~KENNETH C~~LIFFORD REID
and
Carolyn Shirley Reid, his wife

IN THE

CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

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

ORDER TO DOCKET FORECLOSURE
PROCEEDINGS

Mr. Clerk: Please docket above styled proceedings and file herewith

Original mortgage , mortgage statement, Military affidavit.

LOUIS M STRAUSS
Attorney named in Mortgage

STATEMENT OF CLAIM

Mortgage of Kenneth Clifford Reid and Carolyn Reid, his wife dated May 19, 1960. , and recorded among the Land records of Anne Arundel County in Liber G° T°. C. No. 1392 folio 126.

To Principal amount of Loan .... ----------	$9, 355. 00
To payment on Principal Nov 1960 ----------	300. 00
To interest paid on Nov 19, 1960 ----$280. 65	
Balance due on Principal	$9055. 00

Interest due on balance from Nov. 19, 1960.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

On this 9th day of August, 1961. , before me a Notary Public of the County and State aforesaid, personally appeared C Edwards Hopkins, individually and as agent for Mortgagees , and made oath in due form of law that the aforegoing balance is due as set forth.

WITNESS my hand and Notarial Seal.

Mildred F. Bean
Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1961 AUG 11 AM 9:49

MORTGAGE FEE—CITY OR COUNTY—Form 16.

No. 14,542 Equity

LIBER 134 PAGE 495

BOOK 1392 PAGE 126

PURCHASE MONEY
THIS MORTGAGE, Made this 19th day of May,

in the year nineteen hundred and sixty, by and between Kenneth Clifford Reid and Carolyn Shirley Reid, his wife,

Mortgagors of the Rutland, Anne Arundel County, in the State of Maryland, of the first part, and

C. Edwards Hopkins, Single, Amy L. Hopkins, Single, and Emily S. Hopkins, Single, , Mortgagees, of the second part:

Whereas, the Mortgagors are justly and bonafidely indebted unto the Mortgagees in the full and just sum of Nine Thousand Three Hundred Fifty-five (9,355.00) Dollars, representing the balance of the purchase price of the hereinafter described property, and

WHEREAS, the Mortgagors have agreed and do hereby agree to repay the same at the rate of Six Percent (6%) per annum, as follows:

By making a payment of Three Hundred (300.00) Dollars every six (6) months from date hereof, the first payment due November 17, 1960, together with interest on the outstanding balance at the rate of Six Percent per annum, and a like payment of Three Hundred (300.00) Dollars every six months thereafter, plus Six Percent on the outstanding balance until the full principal sum and interest is hereby paid. It is further agreed that the Mortgagors can pay larger sums at any given payment period or payment in full at their discretion.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors,

do th grant and convey unto the said Mortgagees,

their heirs and assigns,

in fee simple, all those lots or parcels of ground situate and lying in the Second Election District of Anne Arundel Cty., aforesaid, and described as follows, to wit:—Beginning for

the same at an iron pipe previously set at the end of the third or North 18° 30' East 1916.71 foot line of the conveyance by C. Edwards Hopkins, et al, to Joseph Klein and Jeanette Klein, his wife, by deed dated November 29, 1958, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1257, folio 300; and also being in the North 74° 30' East 112 perch line of the conveyance by Richard Hopkins of Gerard to Richard Hopkins, Jr., by deed dated February 8, 1816, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.S.G. 4, folio 138, and distant as now surveyed North 79° 33' East 1632.16 feet from the beginning of said line; thence leaving said beginning point so fixed and running with the remainder of the 112 perch line of the said second mentioned conveyance, as now surveyed, with magnetic meridian referred to the said first mentioned conveyance to Joseph Klein, North 79° 33' East 882.68 feet to an iron pipe now set at the end of the aforesaid 112 perch line of the aforesaid second mentioned conveyance; thence still with the outlines of the aforesaid second mentioned conveyance North 26° 33' East 172.0 feet to the center line of Linthicum's Mill Branch; thence running with the center line of said Linthicum's Mill Branch (5 feet wide) closely paralleled by the following courses and distances: South 52° 34' 40" East 68.70 feet, South 36° 20' 10" East 100.73 feet, and South 44° 14' 50" East 139.70 feet; thence leaving the center line of the aforesaid Linthicum's Mill Branch and running through the whole tract of the aforesaid second mentioned conveyance for a new divisional line South 40° 01' 40" West 2415.43 feet to an iron pipe now set on the northernmost side of the County Road from Rutland to Bartgis Corner (30 feet wide); thence running with the northernmost side of said 30 foot County Road North 61° 45' West 189.74 feet to an iron pipe found to be at the beginning of the said third line of the said first mentioned conveyance to Joseph Klein; thence running with the aforesaid third line North 18° 30' East 1916.71 feet to the

1961 AUG 11 AM 9:49

2

place of beginning. Containing 32.04 acre, more or less; according to a survey and plat made in May, 1960, by Edward Hall, III, Registered Land Surveyor.

Parcel No. 2: Beginning for the same at a point in the center line of Linthicum's Mill Branch and on the outline of the conveyance by Richard Hopkins of Gerard to Richard Hopkins, Jr., by deed dated February 8, 1816, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.S.G. No. 4, folio 138; and distant North 26° 33' East 172.0 feet from an iron pipe now set at the end of the North 74° 30' East 112 perch line, as now surveyed, of the above mentioned conveyance; also distant North 79° 33' East 882.68 feet and North 26° 33' East 172.0 feet from an iron pipe previously set at the end of the third or North 18° 30' East 1916.71 foot line of the conveyance by C. Edwards Hopkins, et al, to Joseph Klein and Jeanette Klein, his wife, by deed dated November 29, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1257, folio 300; thence leaving said beginning point so fixed and continuing the outline of the said first mentioned conveyance North 26° 33' East 70.07 feet to the southernmost side of the Defense Highway (Maryland #450- 40 feet wide); thence leaving the continuation of said outline and running with the southernmost outline of said Defense Highway South 33° 20' 50" East 400.0 feet to an iron pipe now set; thence leaving the southernmost side of said Defense Highway South 40° 01' 10" West 130.0 feet to the center line of Linthicum's Mill Branch (5 feet wide); thence running with the center line of said Linthicum's Mill Branch closely paralleled by the following courses and distances: North 44° 14' 50" West 139.70 feet, North 11° 56' East 142.13 feet, North 36° 20' 10" West 100.73 feet and North 52° 34' 40" West 68.70 feet to the place of beginning. Containing 0.81 acres, more or less. According to a survey and plat made in May, 1960, by Edward Hall, III, Registered Land Surveyor.

BEING the same two parcels of ground conveyed to Kenneth Clifford Reid and Carolyn Shirley Reid, his wife, by C. Edwards Hopkins, Single, Amy L. Hopkins, Single, and Emily S. Hopkins, Single, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have and To Hold the aforesaid parcel s of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Nine Thousand Three Hundred Fifty -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 Mortgagees, their personal representatives, or assigns or Louis M. Strauss their authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Twenty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Louis M. Strauss their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least 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 Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the hands and seals of said Mortgagors.

TEST:

Mildred F. Bean
Mildred F. Bean

Kenneth Clifford Reid [SEAL]
Kenneth Clifford Reid

Carolyn Shirley Reid [SEAL]
Carolyn Shirley Reid

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY, , ss:

I Hereby Certify, that on this 19th day of May in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kenneth Clifford Reid and Carolyn Shirley Reid, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared C. Edwards Hopkins, Single, Amy L. Hopkins, Single, and Emily S. Hopkins, Single, 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.

Mildred F. Bean
Mildred F. Bean - Notary Public

Rec'd for record May 19 1960 at 11:37 A.M.
Mailed to Louis M. Strauss

8.00

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

EXECUTIVE OFFICE: 150 WILLIAM STREET NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 11 PAGE 103

LIBER 134 PAGE 498

Bond No. 355918

No. 14,542 Equity

B ON D

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

WHEREAS by virtue of a power of sale contained in a Mortgage from Kenneth Clifton Reid and Carolyn Shirley Reid to C. Edwards Hopkins, et al bearing date on or about the 19th day of May, 19 60, the said Louis M. Strauss is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss ---------- is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Louis M. Strauss (SEAL)
Louis M. Strauss PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

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

FILED

Bond approved this 6th day of Sept, 1961
George T. Cromwell Clerk

1961 SEP 6 AM 9:31

6

IN THE MATTER OF THE SALE	:	IN THE
OF THE MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF KENNETH CLIFFORD REID and	:	FOR
CAROLYN SHIRLEY REID, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	Equity No. 14,542

LIBER 134 PAGE 435

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

REPORT OF SALE

The report of Louis M. Strauss, Attorney named in Mortgage in these proceedings, respectfully represents.

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital-Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 6th day of September, 1961, at 10 A. M. (E. D. T.) and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Seven Thousand (7,000.00) Dollars, to and unto C. Edwards Hopkins, Amy L. Hopkins and Emily S. Hopkins, as Joint Tenants and not tenants in common.

Respectfully submitted.

Louis M. Strauss,
Attorney named in Mortgage

FILED
1961 SEP -8 PM 3:02

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, attorney named in mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal. Mildred F. Bean

Mildred F. Bean-Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

Legal Notice

LOUIS M. STRAUSS
Solicitor
124 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE UNIMPROVED FEE SIMPLE PROPERTIES

TWO CONTIGIOUS PARCELS OF GROUND TOTALING 32.85 ACRES MORE OR LESS, ONE FACING RUTLAND ROAD AND IN PART DEFENSE HIGHWAY AND ONE FACING DEFENSE HIGHWAY IN PART NEAR RUTLAND, MARYLAND

Under and by virtue of the power contained in a mortgage from Kenneth Clifford Reid and Carolyn Shirley Reid, his wife, dated May 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C., No. 1392, folio 126, default having occurred in the payment of said mortgage, the undersigned Attorney will sell at Public Auction to the highest bidder at the Court House Door, Church Circle, Annapolis, Maryland, on

WEDNESDAY
September 6, 1961
at 10 A.M., E.S.T.

All those lots of ground described as follows:

Parcel No. One — All that tract of land 32.04 acres, more or less, on the county road leading from Rutland Road to Bartgis Corner as described by metes and bounds in the deed from C. Edward Hopkins, et al, and recorded among the Land Records of Anne Arundel County in Liber G.T.C., No. 1392 folio 122, as parcel No. one.

Parcel No. Two — All that lot of ground containing 0.81 acres more or less, on the south side of Defense Highway and facing thereon 400 feet, more or less, and lying between said Defense Highway and Linthicum's Mill Branch with irregular depth lines as described by metes and bounds in the deed from C. Edward Hopkins, et al, to Kenneth Clifford Reid, et al, by deed dated May 19, 1960, and recorded among Land Records of Anne Arundel County in Liber G.T.C., No. 1392, folio 122.

TERMS OF SALE: The above two lots will be offered together as a joint sale and cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and balance to bear interest from date of sale to settlement. Taxes, water charges, if any, and all assessments and public charges to be adjusted to date of sale.

Louis M. Strauss
Attorney named in Mortgage
S-5

8

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 500

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1961

We hereby certify, that the annexed

Attorney's Sale

Kenneth Clifford Reid

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of September, 1961. The first insertion being made the 14th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 SEP 15 AM 9:39

By H. Tilghman

ORDER NISI

LIBER 134 PAGE 501

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF KENNETH

~~versus~~

CLIFFORD REID and CAROLYN SHIRLEY REID, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,542 Equity

Ordered, this 8th day of September, 1961, That the sale of the Property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney named in Mortgage

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

The report states that the amount of sale was $ 7,000.00

FILED 1961 SEP 8

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF KENNETH CLIFFORD REID and CAROLYN SHIRLEY REID, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 17th day of October, 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 Brian Duckett JUDGE.

FILED

1961 OCT 17 PM 3:49

9

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 134 PAGE 506

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 12 day of - October, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Louis M Strauss Atty in Mortgage

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

That Kenneth Clifford Reid is a Civil Employee in Washington, D.C and Carolyn Shirley Reid is a Housewife

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 12TH day of October, 1961.

Notarial Seal

Mildred F. Bean
Notary Public

My Commission will expire on: May 6, 1963

Filed,

FILED
1961 OCT 13 AM 10:12

10.

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 503

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,542 Kenneth Clifford Reid

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 16th day of October, 1961. The first insertion being made the 14th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 OCT 13 PM 1:21 By [illegible] Tilghman

FILED

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,542 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF KENNETH CLIFFORD REID and CAROLYN SHIRLEY REID, his wife

Ordered, this 8th day of September, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne County, once in each of three successive weeks before the 16th day of October next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

O-5

No. M.C. 23178

11

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.
Kenneth Clifford Reid
and
Carolyn Shirley Reid, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,542 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.

November 24, 1961

FILED

1961 NOV 27 AM 10:59

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Kenneth Clifford Reid and Carolyn Shirley Reid, his wife in ac.

To Attorney for Fee, viz:	125	00		
To Attorney for Commissions, viz:	241	33	366	33
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	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		
Globe Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Mildred F. Bean - notary fees	1	50	183	29
To Attorney for Taxes, viz: 1961 State and County taxes ($120.24) - 8 months 6 days	82	16	82	16
To C. Edward Hopkins, Amy L. Hopkins and Emily S. Hopkins, mortgagees - this balance on account mortgage claim	6,361	10	6,361	10
			7,044	38
Amount of mortgage claim filed	9,055	00		
Interest @ 6% from 11/19/60 to 12/26/61 - 1 year 1 month and 7 days	599	14		
	9,654	14		
Cr. Amount allowed above	6,361	10		
Balance subject to decree in personam	3,293	04		

3

with Louis M. Strauss, Attorney Cr.

1961						
Sept.	6	Proceeds of Sale	7,000	00		
		Interest on deferred payment of $6,500.00 to 10/18/61	44	38	7,044	38
					7,044	38

14

LIBER 134 PAGE 507

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Kenneth Clifford Reid
and
Carolyn Shirley Reid, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,542 Equity.

ORDERED, This 27 day of November, 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 ~~December~~ January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of ~~December~~ January next.

George T. Cromwell, Clerk

FILED 1961 NOV 27 AM 10:59

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of January, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

FILED
1962 JAN -4 AM 10:22

15

LIBER 134 PAGE 508

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,542 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
KENNETH CLIFFORD REID, and CAROLYN SHIRLEY REID, his wife

Ordered, this 27th day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk
D-12

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,542 Auditor Account Kenneth Clifford Reid

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 2nd day of January, 1962. The first insertion being made the 28th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 243571 1961 DEC 19 PM 4:21 By Hazel Tilghman

16.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
McCLELLAN THOMAS GALLIHER, JR., AND ZEDIA E. GALLIHER, HIS WIFE	:	(In Equity) No. 14,464 Equity

Mr. Clerk:

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

1. Mortgage from McClellan Thomas Galliher, Jr., and Zedia E. Galliher, his wife to Baltimore Federal Savings and Loan Association, dated July 19th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1136 folio 342.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUL -3 AM 9:47

VA Form VB4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1136 PAGE 342

MARYLAND

LIBER 134 PAGE 540

MORTGAGE

THIS MORTGAGE, made this 19th day of July, A. D. 1957, by and between McCLELLAN THOMAS GALLIHER, JR. and ZEDIA E. GALLIHER, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND FIVE HUNDRED Dollars ($14,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-three and 47/100ths Dollars ($73.47), commencing on the first day of September, 1957, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ July 18, 1987 ~~xxxx~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 10, Block G, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Old Orems Building and Development Corporation to the herein named Mortgagors.

FILED

1961 JUL -3 AM 9:47

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

12—6320-6

2

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

General Electric Washer Model W-8-550 - - - - - - - $140.00
General Electric Dryer Model DA-520 - - - - - - - $135.00
General Electric Refrigerator Model LB-10 - - - - $200.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

McClellan Thomas Galliher, Jr. [SEAL]
McClellan Thomas Galliher, Jr.

[SEAL]

Zedia E. Galliher [SEAL]
Zedia E. Galliher

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 19th day of July, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared McClellan Thomas Galliher, Jr. and Zedia E. Galliher, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

Albert G. Fitzgerald
ALBERT G. FITZGERALD, Notary Public

Rec'd for record July 20, 1957 at 10:35 A.
Mailed to The Glenial Title Guarantee Co.

Application No. 45105
Written by: GSP
Approved: [illegible]
Ready for Record: [illegible]

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
McCLELLAN THOMAS GALLIHER, JR., AND
ZEDIA E. GALLIHER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 134 PAGE 514

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of June 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, McClellan Thomas Galliher, Jr., and Zedia E. Galliher, his wife

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

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

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1961 JUL -3 AM 9:47

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

McCLELLAN THOMAS GALLIHER, JR., AND

ZEDIA E. GALLIHER, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

no. 14,466.

LIBER 134 PAGE 515

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **McClellan Thomas Galliher, Jr., and Zedia E. Galliher, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **19th** day of **July** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1136** Folio 342 .

Amount of Mortgage	**$14,500.00**
Less - amount paid on principal	**756.11**
	13,743.89
Plus - interest to 7/19/61	**548.08**
	14,291.97
Plus - overdraft in expense account	**151.18**
	14,443.15

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **29th** day of **June** 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.

AS WITNESS my hand and Notarial Seal.

FILED

1961 JUL -3 AM 9:47

Clara M. Link

Clara M. Link Notary Public

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 McClellan Thomas Galliher, Jr., and Zedia E. Galliher, his wife to Baltimore Federal Savings and Loan Association, dated July 19th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1136 folio 342 default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 15TH, 1961 at 3:30 P.M. (E.D.T.)

all that that 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. 10, Block G, as laid out and shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37, situate on the northerly side of Belle of Georgia Avenue, 2nd house west of County Road.

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

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

The improvements consist of a new detached frame Bungalow, containing 5 rooms, 1 bath, forced warm air oil fired heat

TERMS OF SALE: — A cash deposit of $500.000 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named In Mortgage

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

A-10

2

OFFICE F

Maryland Gazette

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

LIBER 134 PAGE 510

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed Attorney's Sale

Mc Clellan Thomas Galliher, Jr.
Equity No. 14,466

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of August, 1961. The first insertion being made the 20th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 AUG 11 PM 1:45

By Marie Tate

Mortgagee and Attorney's Bond. 1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

LIBER 11 PAGE 84

LIBER 134 PAGE 511

BOND NO. 339023 Equity No. 14,466.

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 ($14,500.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of August 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 McClellan Thomas Galliher, Jr. & Zedia E. Galliher to Baltimore Federal Savings & Loan Association bearing date the 19th day of July nineteen hundred and ~~sixty-one~~ fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1136, Folio 342, and

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

Now the Conditions of this Obligation are Such, That if the above bounden 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 15th day of August, 1961
George T. Cromwell

Signed, Sealed and Delivered in the presence of

Clara M. Lisk
~~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 AUG 15 AM 9:18

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
McCLELLAN THOMAS GALLIHER AND ZEDIA E. GALLIHER, HIS WIFE	:	(In Equity)

14,466

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **July 19th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1136 folio 342** from said **McClellan Thomas Galliher and Zedia E. Galliher, 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 **15th** day of **August, xxx 1961 at 3.30 P.M.,** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 10, Block G, as laid out and shown on Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 AUG 17 AM 10:12

10

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 McClellan Thomas Galliher, Jr., and Zedia E. Galliher, his wife to Baltimore Federal Savings and Loan Association, dated July 19th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1136 folio 342 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 15TH, 1961 at 3:30 P.M. (E.D.T.)

all that that 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. 10, Block G. as laid out and shown on plat entitled, "Blossom Hills. Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37, situate on the northerly side of Belle of Georgia Avenue, 2nd house west of County Road.

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

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

The improvements consist of a new detached frame Bungalow, containing 5 rooms, 1 bath, forced warm air oil fired heat

TERMS OF SALE: — A cash deposit of $500.000 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-10

LIBER 134 PAGE 519

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand seven Hundred ($13,700.00) Dollars, 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 **16th** day of **August, 1961** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in the Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

Walter S. Calwell, Atty. Maryland Gazette (for Aug. 24 edition)

ORDER NISI

LIBER 134 PAGE 520

WALTER S. CALWELL, Attorney Named in Mortgage

versus

McCLELLAN THOMAS GALLIHER and ZEDIA E. GALLIHER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,466 Equity

Ordered, this 17th day of August, 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 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.

The report states that the amount of sale was $ 13,700.00

Filed August 17,1961 George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

McCLELLAN THOMAS GALLIHER and ZEDIA E. GALLIHER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of September, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1961 SEP 27 AM 9:44

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 521

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,466 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
McCLELLAN THOMAS GALLIHER and
ZEDIA E. GALLIHER, his wife

Ordered, this 17th day of August, 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 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.

The report states that the amount of sale was $13,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,466 McClellan Thomas Galliher was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of September, 1961. The first insertion being made the 24th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Silghman

FILED

No. M.C. 23 1962 SEP 18 PM 1:26

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
McClellan Thomas Galliher, Jr.,
and
Zedia E. Galliher, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,466 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.

November 6, 1961

FILED
1961 NOV -8 PM 12:22

41

Dr. Walter S. Calwell, Attorney named in Mortgage vs. McClellan Thomas Galliher, Jr., and Zedia E. Galliher, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	443	88	493	88
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	72	50		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	15	40		
Clara M. Link - notary fees	1	50	225	62
To Attorney for Taxes, viz:				
1961 State and County taxes ($209.57)- 7 months 15 days	130	95	130	95
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,889	45	12,889	45
			13,795	90
Amount of mortgageclaim filed	14,443	15		
Interest @ 4½% on principal balance of $13,743.89 from 7/19/61 to 12/19/61 - 5 months	257	70		
	14,700	85		
Cr. Amount allowed above	12,889	45		
Balance subject to decree in personam	1,811	40		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1961						
Aug.	15	Proceeds of Sale	13,700	00		
		Interest on deferred payment to 9/27/61	95	90	13,795	90
					13,795	90

ORDER NISI LIBER 134 PAGE 525

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
McClellan Thomas Galliher, Jr.,
and
Zedia E. Galliher, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,466 Equity.

1961 NOV -8 PM 12:22

FILED

ORDERED, This 8th day of November, 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 18th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of December, 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 DEC 19 PM 2:25

D. Bruce Duckett

LIBER 134 PAGE 526

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,466 Equity
Walter S. Calwell
Attorney named in Mortgage
versus
McCLELLAN THOMAS GALLIHER, JR. and
ZEDIA E. GALLIHER, his wife

Ordered, this 8th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
N-30

FILED
No. M. 6 2 4 6 7 6 1961 DEC 7 PM 3:27

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,466 Auditor Account McClellan Thomas Galliher, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

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

vs.

GEORGE R. WOOLFORD AND MARY ELIZABETH WOOLFORD, HIS WIFE
110 Victor Parkway
Anne Arundel County, Maryland
Defendants

Docket 19 Folio 456
Case No. 14,555
Filed

IN THE

Circuit Court

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 15th day of December A.D. 1955 the defendants executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain fee simple property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,500.00 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 convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That the said mortgagors are presently in default under the covenants of said mortgage.

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

And as in duty, &c.

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

FILED
1961 AUG 21 AM 9:41

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 989 PAGE 123

MARYLAND

No. 14,555 Equity

MORTGAGE

LIBER 134 PAGE 528

THIS MORTGAGE, made this 15th day of December, A. D. 19 55, by and between

George R. Woolford and Mary Elizabeth Woolford, his wife

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ten thousand five hundred ---------- Dollars ($ 10,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of fifty-three ----------24/100 Dollars ($ 53.24), commencing on the first day of January, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 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:

BEGINNING for the same and being known and designated as Lot No. 17, Block C, as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 42. Improvements thereon being known as No. 110 Victor Parkway.

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

FILED
1961 AUG 21 AM 9:41

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

16—42890-7

(PETITIONERS EXIBIT NO. I)

2

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns; ~~for all the residue of the term of years yet to come and unexpired thereof, with the benefit of renewal forever, subject to the payment of the annual rent of xxxxxxxxxxx payable half-yearly on the~~
forever in fee simple.

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

16—40800-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:
Lillian K. Horner
Lillian K. Horner

George R. Woolford [SEAL]
George R. Woolford
[SEAL]
Mary Elizabeth Woolford [SEAL]
Mary Elizabeth Woolford
[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 15th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George R. Woolford and Mary Elizabeth Woolford, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Lillian K. Horner
Lillian K. Horner, Notary Public.

Rec'd for record Dec. 20, 1955, at 9:30 A.M.
Mailed to American National Building & Loan Assn. of Balto. City

STATE OF MARYLAND
40953

Mortgage

FROM
George R. Woolford and
Mary Elizabeth Woolford, his wife

TO
THE AMERICAN NATIONAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 20 DEC 1955, at 9 30 o'clock A M.
Same day recorded in Liber 6-TC
No. 989 Folio 123 &c.,
one of the Land Records of
and examined per
GEORGE T. CROMWELL, Clerk
Clerk.
Cost of Record, $ 13.50

U. S. GOVERNMENT PRINTING OFFICE 16—49890-1

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

110 Vista Pkwy

3 B

Militai Affidavit under Soldiers' and Sa rs' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

LIBER 134 PAGE 532

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant
vs.
GEORGE R. WOOLFORD AND MARY ELIZABETH WOOLFORD, HIS WIFE
110 Victor Parkway
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT No. 2

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

Case No. 14,555

Filed .....

Military Affidavit

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

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

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

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

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

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

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

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
BY: Urban J. B. Link
URBAN J. B. LINK, Affiant, PRESIDENT

Subscribed and sworn to before me
this 17th day of AUGUST 1961

Howard S. Sage, Jr.
Notary Public

FILED
1961 AUG 21 AM 9:41

6

~~Decree in Circuit Court No. 2 of Baltimore City~~

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

Complainant

vs.

GEORGE R. WOOLFORD AND MARY ELIZABETH WOOLFORD, HIS WIFE
110 Victor Parkway
Anne Arundel County, Maryland

Defendants

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

CASE No. 14,555

FILED .....

IN THE

Circuit Court ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

TERM, 19.....

LIBER 134 PAGE 533

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 22nd day of August in the year nineteen hundred and sixty-one by the Circuit ~~Court No. 2 of Baltimore City~~ Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of FAIR VALUE $9,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash, the balance in six and twelve months, or such cash as the purchaser may elect, the credit pay-~~ $500.00 cash at time and place of sale, the balance in cash upon ratification of sale by the Court, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1961 AUG 22 AM 11:55

Matthew S. Evans
JUDGE

7.

LIBER 134 PAGE 534

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs-	
GEORGE R. WOOLFORD and MARY ELIZABETH WOOLFORD, his wife 110 Victor Parkway Anne Arundel County, Maryland Defendants	IN EQUITY: Docket 19 folio 456 Case # 14,555

REVISED STATEMENT OF MORTGAGE DEBT

Revised Statement of the Mortgage Debt of The American National Building and Loan Association of Baltimore City under the mortgage from George R. Woolford and Mary Elizabeth Woolford, his wife, to The American National Building and Loan Association of Baltimore City dated the 15th day of December, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 989 folio 123.

PRINCIPAL BALANCE as of November 1, 1960	$9,606.67
Interest to 8/31/61	360.30
	$9,966.97
Debit in Expense Account as of 9/22/61	60.56
TOTAL BALANCE DUE	$10,027.53

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

FILED
1961 SEP 26 AM 9:26

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of September, 1961, before me, a Notary Public of the State of Maryland in and for Baltimore County aforesaid, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

V. Arline Goodwin
V. Arline Goodwin, Notary Public

V. ARLINE GOODWIN NOTARY PUBLIC BALTIMORE COUNTY, MD.

8

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs-	:	IN EQUITY: Docket 19 folio 456 Case No. 14,555
GEORGE R. WOOLFORD and MARY ELIZABETH WOOLFORD, his wife 110 Victor Parkway Anne Arundel County, Maryland Defendants	:	

-+-

PETITION TO SUBSTITUTE TRUSTEE IN MORTGAGE FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Purdon Wright, Trustee in the above entitled foreclosure proceedings, respectfully represents:

1. That heretofore, to wit: on the 22nd day of August, 1961, Your Petitioner was duly appointed trustee by decree of this Honorable Court to conduct the foreclosure proceedings on the fee simple premises known as 110 Victor Parkway, Anne Arundel County, Maryland, in these proceedings mentioned.

2. That pursuant to said decree, the auction sale has been scheduled for Monday, October 2, 1961 at 3:30 P.M. and is currently being advertised in The Capital Gazette.

3. That the said J. Purdon Wright, Trustee as aforesaid, now finds it impossible to attend said sale, thereby making it necessary for this Honorable Court to appoint a Substitute Trustee in the place and stead of the said J. Purdon Wright, pursuant to the provisions of Maryland Code Annotated, Article 66, Section 6 (C).

4. That J. Purdon Wright, Jr., is an associate in the law firm of J. Purdon Wright and is familiar with this foreclosure proceeding and the property to be sold therein.

FILED
1961 SEP 26 AM 9:26

9

WHEREFORE, Your Petitioner prays this Honorable Court to pass an Order inthe premises appointing J. Purdon Wright, Jr., Substitute Trustee to act in the place and stead of the said J. Purdon Wright in these proceedings.

AND, AS IN DUTY BOUND, etc.

J. Purdon Wright
J. Purdon Wright, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of September, 1961, before me, the Subscriber, a Notary Public of the State of Maryland in and for Baltimore County aforesaid, personally appeared J. Purdon Wright, Trustee in the above entitled foreclosure case, and he made oath in due form of law that the matters and facts in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

V. Arline Goodwin
V. Arline Goodwin, Notary Public

V. ARLINE GOODWIN NOTARY PUBLIC BALTIMORE COUNTY, MD.

10

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs-	:	IN EQUITY: Docket 19 folio 456 Case # 14,555
GEORGE R. WOOLFORD and MARY ELIZABETH WOOLFORD, his wife 110 Victor Parkway Anne Arundel County, Maryland Defendants	:	

--+--

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 27th day of September, 1961, by the Circuit Court for Anne Arundel County, In Equity

O R D E R E D That J. Purdon Wright, Jr. be and he is hereby appointed Substitute Trustee in the place and stead of J. Purdon Wright, under the decree of this Court dated August 22, 1961, the substitute trustee to file approved bond in accordance with the aforesaid decree.

D. Bruce Duckett
Judge

FILED

1961 SEP 27 AM 11:13

1/

Judicial 10—MARYLAND—Substituted TRUSTEE TO SELL

LIBER 11 PAGE 120 No. 14,555 Equity

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 134 PAGE 538

American National Building and Loan Association
versus
George R. Woolford and Mary Elizabeth Woolford, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, Jr., 345 St. Paul Place, Baltimore 2, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 - Dollars ($ 9,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, 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 22nd day of September in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright, Jr.

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

American National Building and Loan Association
versus
George R. Woolford and Mary Elizabeth Woolford, his wife

now pending in said Court.

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

J. Purdon Wright, 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.

V. Arline Goodwin (SEAL)
V. Arline Goodwin

J. Purdon Wright, Jr. (SEAL)
J. Purdon Wright, Jr.

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Bond approved this 27th day of September, 1961
George T. Cromwell, Clerk

FILED
1961 SEP 27 AM 11:24

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

Trustee's Sale

—OF—

VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

No. 110 VICTOR PARKWAY
Victor Haven
Anne Arundel County

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

MONDAY, OCTOBER 2, 1961 AT 3:30 P.M.

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

BEGINNING for the same and being known and designated as Lot No. 17 Block C, as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 42.

The improvements thereon being known as No. 110 Victor Parkway. Improved by frame detached rancher containing 6 rooms and bath. Hotair gas heat.

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

J. Purdon Wright, Trustee
ALEX COOPER
Auctioneer
Plaza 2-4868
212 N. Calvert Street
Baltimore 2, Maryland S-28

No. 13

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 539

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1961

We hereby certify, that the annexed Trustee's Sale George Woolford 14555

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 October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1961 OCT -2 PM 3:45

By H. Tilghman

REPORT OF SALE

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

GEORGE R. WOOLFORD and
MARY ELIZABETH WOOLFORD, his wife
110 Victor Parkway
Annapolis, Maryland
Defendants

DOCKET 19 FOLIO 456
CASE NO. 14,555
FILED

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

LIBER 134 PAGE 540

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

The Report of Sale of J. Purdon Wright, Jr., Substitute Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple premises known as 110 Victor Parkway in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Substitute Trustee did pursuant to said notice on Monday the 2nd day of October 19 61 at 3:30 o'clock P.M. attend on the premises and then and there sold

the fee simple property to The American National Building and Loan Association of Baltimore City, the mortgagee herein, Lexington and Liberty Streets, Baltimore 1, Maryland, at and for the price of $9,000.00, it being the highest bidder at said sale.

J. Purdon Wright, Jr.
J. Purdon Wright, Jr., Substitute Trustee

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

I HEREBY CERTIFY, That on this 6th day of October 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared J. Purdon Wright, Jr., Substitute 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,

V. Arline Goodwin
V. Arline Goodwin, *Notary Public.*

NOTARY PUBLIC

FILED
1961 OCT -9 AM 9:44

14

The American National Building and Loan Association of Baltimore City

Vs.

George Woolford and Elizabeth Woolford, his wife

In the Circuit Court

For

Anne Arundel County
(In Equity) No 14,555

Auctioneer's Certificate

I hereby certify that I have this 2nd day of October, 1961, sold the property described in the attached advertisement of sale at and for the sum of $ 9,000 to American National Bldg. Loan Assn of Balto City, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By: Alex Cooper
Alex Cooper, Auctioneer

Purchaser's Agreement

I hereby certify that I have this 2nd day of October, 1961, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Jr. Substituted Trustee, at and for the sum $ 9.000 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Soaggs
Howard I. Soaggs, Pres. Purchaser

Purchaser

Test:
Ethel Davis Sec'ty

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

Trustee's Sale

—OF—

VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

No. 110 VICTOR PARKWAY
Victor Haven
Anne Arundel County

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

MONDAY, OCTOBER 2, 1961 AT 3:30 P.M.

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

BEGINNING for the same and being known and designated as Lot No. 17 Block C, as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 42.

The improvements thereon being known as No. 110 Victor Parkway. Improved by frame detached rancher containing 6 rooms and bath. Hotair gas heat.

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

J. Purdon Wright, Trustee
ALEX COOPER
Auctioneer
Plaza 2-4868
212 N. Calvert Street
Baltimore 2, Maryland S-28

FILED

1961 OCT -9 AM 9:44

15

ORDER NISI

LIBER 134 PAGE 542

The American National Building and Loan Association of Baltimore City, a body corporate
versus
George R. Woolford and Mary Elizabeth Woolford, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,555 Equity

Ordered, this 9th day of October, 19 , That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of November next.

The report states that the amount of sale was $ 9,000.00.

Filed Oct.9,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

The American National Building and Loan Association of Baltimore City a body corporate
versus
George R. Woolford and Mary Elizabeth Woolford, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 1961 that the sale made and reported by the trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Duckett
JUDGE.

FILED

1961 NOV 14 PM 2:20

16.

OFFIC" OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 543

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,555

George R. Woolford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of November, 1961. The first insertion being made the 12th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,555 Equity

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

versus

GEORGE R. WOOLFORD and MARY ELIZABETH WOOLFORD, his wife

Ordered, this 9th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on before the 13th 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 13th day of November next.

The report states that the amount of sale was $9,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

NE

FILED

No. M. G. 1961 NOV 6 AM 10:54

17

LIBER 134 PAGE 544

In the Case of

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

vs.

George R. Woolford and Mary Elizabeth Woolford, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,555 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

November 20, 1961

FILED
1961 NOV 22 AM 9:34

18

Dr. The American National Building and Loan Association of Baltimore City vs. George R. Woolford and Mary Elizabeth Woolford, his wife in ac.

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	300	00	375	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	50		
Auditor - stating this account and three copies	22	50	67	00
To Trustee 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		
U.S. Fidelity & Guaranty Co.-bond premium	36	00		
Alex Cooper - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	9	90		
V. Arline Goodwin - notary fees	1	50	172	11
To The American National Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	8,459	62	8,459	62
			9,073	73
Amount of Revised Mortgage Claim Filed	10,027	53		
Interest @ 4½% on principal balance of $9,606.67 from 8/31/61 to 12/31/61 - 4 months	144	10		
	10,171	63		
Cr. Amount allowed above	8,459	62		
Balance subject to decree in personam	1,712	01		

with J. Purdon Wright, Jr., Substituted Trustee Cr.

1961						
Oct.	2	Proceeds of Sale	9,000	00	9,000	00
		Refund 1961 State and County taxes adjusted to 10/2/61	22	73		
		Refund 1961 AnnapolisCity taxes adjusted to 10/2/61	51	00	73	73
					9,073	73

LIBER 134 PAGE 547

ORDER NISI

The American National Building & Loan Association of Baltimore City,

VERSUS

George R. Woolford

and

Mary Elizabeth Woolford, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,555 Equity.

ORDERED, This 22nd day of November, 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 ~~December~~ January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9 day of January, 196 2, 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

1962 JAN -9 ~~PM 5:59~~ 10:15 A.M.

Matthew S. Evans

FILED

1961 NOV 22 PM 3:34

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 548

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,555 EQUITY

The American National Building & Loan Association of Baltimore City

versus

GEORGE R. WOOLFORD and MARY ELIZABETH WOOLFORD, his wife

Ordered, this 22nd day of November, 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 January next; Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

D-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,555

Auditor Account

George R. Woolford

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 January, 1962. The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JAN -3 PM 4.00

By Hazel Tilghman

No. M. G. 24343

2

LIBER 134 PAGE 549

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	*	IN THE
	*	
VS.	*	CIRCUIT COURT FOR
EARL STALLS and MASAKO S. STALLS, his wife	*	ANNE ARUNDEL COUNTY IN EQUITY
	*	
* * *		14,575 Equity

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, the same being a mortgage from the Defendants to the Plaintiff dated March 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1280, folio 344.

John B. Rowe
Attorney for Plaintiff

FILED

1961 SEP -5 AM 10:58

2414-1

CITY OR COUNTY FEE OR LEASEHOLD BOOK 1280 PAGE 344

INSPECTED E. BOLSTLER C.P.A.

This Mortgage, made this - - 16th - - - day of March 14,575 Equity

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

EARL STALLS and MASAKO S. STALLS, his wife, of

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

LIBER 134 PAGE 550

WHEREAS, the said Mortgagee has this day loaned to said

EARL STALLS and MASAKO S. STALLS, his wife,

the sum of Twelve Thousand Nine Hundred Ninety ($12,990.00) - - - - - - - - - - - -dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6% per cent per annum, in the manner following:

By the payment of Eighty-four ($84.00) -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 fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent 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 Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County , State of Maryland, and described as follows:

BEING known and designated as Lot No. 27, Block A, as shown on Plat of Section 1, North Wellham recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 25. The improvements thereon being known as No. 1404 Rowe Drive.

BEING the same lot of ground described in Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto from The Bready-Fisher Corporation to the within named Mortgagors.

PLAINTIFF'S EXHIBIT No. 1

FILED

1961 SEP -5 AM 10:58

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 10th days of January and July, in each and every year.**

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee 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, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

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, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be filed.

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 person or corporation, other than the Mortgagor, 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. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor 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 JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Naomi K. Binko
Naomi K. Binko

Earl Stalls (SEAL)
Earl Stalls

Masako S. Stalls (SEAL)
Masako S. Stalls

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this - - 16th - - day of March Balto. County, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared

EARL STALLS and MASAKO S. STALLS, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and 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 further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Naomi K. Binko
Naomi K. Binko, Notary Public

11.50

Rec'd for record Mar 17 1959 at 11:46 A.M.
Mailed to Rowe, Rowe & Vick

LIBER 134 PAGE 552

BOOK 1280 PAGE 346

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

LIBER 134 PAGE 553

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN *vs.* EARL STALLS and MASAKO S. STALLS, his wife	IN THE **CIRCUIT COURT No. 2** OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY N. Docket ..... Folio ..... Case No. 14,575 Equity Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Peter J. Lombardi, Executive Vice-President of First Federal Savings and Loan Association of Brooklyn 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.

Peter J. Lombardi
Affiant.

Subscribed and sworn to before me
this 31st day of August 1961.

Nellie L. Coffey
Notary Public

BALTIMORE CO., MD. NELLIE L. COFFEY NOTARY PUBLIC

FILED
1961 SEP -5 AM 10:58

5

STATEMENT OF MORTGA) CLAIM

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

EARL STALLS and MASAKO S. STALLS, his wife

DOCKET ..... FOLIO .....
CASE NO. 14,575 Equity
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

FOR ~~OF~~

ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

IN Equity

LIBER 134 PAGE 554

STATEMENT OF MORTGAGE DEBT

Amount of principal of mortgage debt	$12,990.00
Less: Payments on account of principal	486.93
	$12,503.07 ✓
*Plus interest from June 1, 1961 to August 31st	187.56
	$12,690.63
Less credit balance in Property Expense Account	181.74
	$12,508.89

*Plus interest to date of ratification of Auditor's Account.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 31st day of August 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 Peter J. Lombardi, Executive Vice-President of First Federal Savings and Loan Association of Brooklyn

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,

Nellie L. Coffey
Notary Public.

NELLIE L. COFFEY NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1961 SEP -5 AM 10:59

Mortgagee and Attorney's Bond. 1-369

LIBER 134 PAGE 555
LIBER 11 PAGE 101

227 ST. PAUL STREET
BALTIMORE, MD

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK, N. Y

Bond No. 339144

No. 14,575 Equity

Know All Men by These Presents:

That we John B. Rowe, 2 East Lexington Street, 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 THIRTEEN THOUSAND AND NO/100 ($13,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 31st day of August in the year nineteen hundred and sixty-one

Whereas, the above bounden John B. Rowe

by virtue of the power contained in a Mortgage from Earl Stalls and Masako S. Stalls, the First Federal Savings & Loan Association of Brooklyn bearing date the 16th day of March nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber No. 1280, Folio 344, and

1404 Rowe Drive, North Wellham, Glen Burnie, Maryland

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

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

ATTEST: WITNESS:

S. Alvey

John B. Rowe (Seal)
John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 SEP -5 AM 10:59

Bond approved this 5 day of Sept. 1961

George T. Cromwell, Clerk

ROWE, ROWE and WICK
2 E. Lexington
Baltimore 2, Maryland

Mortgage Sale

OF VALUABLE LEASEHOLD RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Earl Stalls and Masako S. Stalls, his wife, to First Federal Savings and Loan Association of Brooklyn, a body corporate, dated March 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1280, folio 344 (default having occurred thereunder), the undersigned will sell at public auction at the Court House Door, Annapolis, Maryland, on

Friday,
September 29, 1961
At 12 O'Clock Noon

all that lot of ground and premises situate in Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lot No. 27, Block A, as shown on Plat of Section 1, North Wellham recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 25. The improvements thereon being known as No. 1404 Rowe Drive.

Said lot having a frontage on the Westerly side of Rowe Drive of 60 feet with a depth Westerly of 110 feet. Subject to an annual ground rent of One Hundred Twenty ($120.00) Dollars.

IMPROVED by a ranch type frame dwelling.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax, if any, to be borne by purchaser. Subject also to such covenants, conditions and restrictions of record, if any, as may affect said lot of ground.

JOHN B. ROWE
Attorney named in Mortgage
T. C. W. HOBBS, Auctioneer

S-28

No. 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 556

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1961

We hereby certify, that the annexed

Mortgage Sale

Earl Stalls,

14,575 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 29th day of September, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 OCT -2 PM 3:45

By H. Tilghman

LIBER 134 PAGE 557

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL CO.
EARL STALLS and MASAKO S. STALLS, his wife,	*	No 14575

* * * * *

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of John B. Rowe, Attorney named in the mortgage filed in these proceedings reports that pursuant to the power and authority conferred upon him by the abovementioned mortgage and having given the required bond and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, did pursuant to said notice attend at the Court House door in Annapolis, Anne Arundel County, Maryland, on Friday, September 29th, 1961, at 12:00 o'clock noon and then and there sold by public auction the leasehold property described in the mortgage filed in these proceedings to First Federal Savings and Loan Association of Brooklyn, a body corporate, at and for the sum of Eighty-five Hundred ($8500.00) Dollars. The abovementioned purchaser being the highest bidder therefor.

John B. Rowe

John B. Rowe, Attorney named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I hereby certify, that on this 1st day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN B. ROWE, Attorney named in mortgage, and made oath 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.

Barbara G. Yeager

Barbara G. Yeager, Notary Public

FILED

1961 OCT -3 AM 11:30

ORDER NISI

LIBER 134 PAGE 558

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

EARL STALLS and MASAKO S. STALLS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,575 Equity

Ordered, this 3rd day of October, 19 61, That the sale of the property in these proceedings mentioned made and reported by John B. Rowe, Attorney named in the Mortgage

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

The report states that the amount of sale was $ 8500.00

Filed Oct.3,1961

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

EARL STALLS and MASAKO S. STALLS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of November, 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 NOV -7 PM 3:25

10

OFFIC OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 559

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,575

Earl Stalls

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 23488

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
No. 14,575 Equity
First Federal Savings and Loan Association of Brooklyn
versus
EARL STALLS and
MASAKO S. STALLS, his wife

Ordered, this 3rd day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by John B. Rowe, Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of November next.

The report states that the amount of sale was $8,500.00.

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

1961 OCT 31 PM 4:34

FILED

In the Case of

LIBER 134 PAGE 560

First Federal Savings and Loan
Association of Brooklyn

vs.

Earl Stalls
and
Masako S. Stalls, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,575 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. Jokeling
Auditor.

November 16, 1961

FILED
1961 NOV 21 PM 4:08

12

Dr. First Federal Savings and Loan Association of Brooklyn vs. Earl Stalls and Masako S. Stalls, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	286	60	386	60
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	52	00		
T.C.W. Hobbs - auctioneer's fee	40	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	9	35		
Nellie L. Coffey - notary fees	1	00		
Barbara G. Yeager - notary fee		50	194	04
To Attorney for Ground Rent, viz: Semi-annual ground rent ($60.00) due 1/10/62 - 2 months 19 days	26	33	26	33
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	7,957	77	7,957	77
			8,616	24
Amount of mortgage claim filed	12,508	89		
Interest @ 6% on principal balance of $12,503.07 from 8/31/61 to 12/23/61 - 4 months 23 days	297	99		
	12,806	88		
Cr. Amount allowed above	7,957	77		
Balance subject to decree in personam	4,849	11		

with

John B. Rowe, Attorney named in Mortgage

Cr.

1961						
Sept.	29	Proceeds of Sale	8,500	00		
		Interest on deferred payment to 11/8/61	53	33	8,553	33
		Refund 1961 State and County taxes- 3 months 1 day	52	31		
		Refund 1961 Water and Sewer Benefit charges - 3 months 1 day	10	60	62	91
					8,616	24

14

LIBER 134 PAGE 563

ORDER NISI

First Federal Savings and Loan Association of Brooklyn

VERSUS

Earl Stalls and Masako S. Stalls, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,575 Equity.

1961 NOV 21 PM 4:03

ORDERED, This 21st day of November, 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 ~~December~~ January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of January, 19 62, 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 P. Evans

FILED

1962 ~~JAN 8 PM 5:00~~ JAN 9 AM 10:15

15

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 564

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,575 Equity
First Federal Savings and Loan Association of Brooklyn
versus
EARL STALLS and
MASAKO S. STALLS, his wife

Ordered, this 21st day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arunde. County, once in each of three successive weeks before the 2nd day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,575
Auditor Account

Earl Stalls

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 January, 1962 The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 JAN -3 PM 4 03

By: Hazel Tilghman

No. M. G. 243 44

11

LIBER 134 PAGE 565

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN F. LEISHEAR, JR., AND GERALDINE LEISHEAR, HIS WIFE	:	(In Equity) Equity No. 14,564

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 John F. Leishear, Jr., and Geraldine Leishear, his wife to Baltimore Federal Savings and Loan Association, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 155.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUL 28 AM 9:04

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1192 PAGE 155

MARYLAND

LIBER 134 PAGE 566

Equity No. 14,514

MORTGAGE

THIS MORTGAGE, made this 21st day of March, A. D. 19 58, by and between JOHN F. LEISHEAR, JR. and GERALDINE LEISHEAR, 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 NINETY-FIVE HUNDRED FIFTY and 00/100 Dollars ($ 9550.00), 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 Forty-eight and 39/100 Dollars ($ 48.39), commencing on the first day of May, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ March 20, 1988, ~~xxxx~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lots Nos. 3 and 4 Block K as shown on the plat entitled "Arundel Gardens, Property of D. D. Chidester" dated September 1918 by J. C. Grinnalds, Engineer and now recorded among the Plat Records of Anne Arundel County in Plat Book 15 folio 5.

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

FILED

1961 JUL 28 AM 9:04

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

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 [redacted]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety ($90.00) Dollars payable half-yearly on the 21st days of March and September of each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

John F. Leishear, Jr. [SEAL]
John F. Leishear, Jr.

[SEAL]

Geraldine Leishear [SEAL]
Geraldine Leishear

[SEAL]

STATE OF MARYLAND, **City of Baltimore** to wit: LIBER 1192 PAGE 159

I HEREBY CERTIFY, That on this **21st** day of **March**, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City** aforesaid, personally appeared **John F. Leishear, Jr. and Geraldine Leishear, 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.

Notary Public.

JOHN R. HOLLAND, JR.

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

Rec'd for record Mar 22 1958 at 10.33 A.M.
Mailed to The Colonial Title Guarantee Co.

Application No. 45905
Written by ... ep
Approved by ... Examiner
Ready for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JOHN F. LEISHEAR, JR., AND
GERALDINE LEISHEAR, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LNY

LIBER 134 PAGE 570

MILITARY AFFIDAVIT

Docket 19 folio 434
Equity No. 14,514

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of July, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants, John F. Leishear, Jr., and Geraldine Leishear, 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1961 JUL 28 AM 9:04

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOHN F. LEISHEAR, JR., AND

GERALDINE LEISHEAR, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL

IN EQUITY

Equity No. 14,514

LIBER 134 PAGE 571

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **John F. Leishear, Jr., and Geraldine Leishear, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **21st** day of **March** 1958, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C.No. **1192** Folio **155**.

Amount of Mortgage	$9550.00
Less - amount paid on principal	411.49
	9138.51
Plus - interest to 8/22/61	333.51
	9472.02
Plus - overdraft in expense account	98.71
	9570.73

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **26th** day of **July** 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 JUL 28 AM 9:04

Clara M. Link

Clara M. Link Notary Public

Mortgagee and Attorney's Bond.

Bond No. 339135

1-369

LIBER 134 PAGE 572

LIBER 11 PAGE 90

No. 14,514 Equity

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

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 NINETY-SIX HUNDRED AND NO/100 ($9600.00) - - - - - - - - - - - - - - - - - - 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 31st day of August in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from John F. Leishear, Jr. & Geraldine Leishear, his wife to Baltimore Federal Savings & Loan Association bearing date the 21st day of March nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1192, Folio 155, and

218 Meadow Ave., Anne Arundel Co.

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

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~XXXX~~ WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 5 day of Sept. 19

George T. Cromwell Clerk

FILED

1961 SEP -5 AM 9:45

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN F. LEISHEAR, JR., AND GERALDINE LEISHEAR, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
		No. 14,514

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 155 from said John F. Leishear, Jr., and Geraldine Leishear, 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 5th day of September 1961 at 2.50 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lots Nos. 3 and 4 Block K as shown on Plat entitled "Arundel Gardens, Property of D.D. Chidester" dated September 1918 by J.C. Grinnalds, Engineer, and now recorded among the Land Records of Anne Arundel County in Plat Book 15 folio 5, the improvements whereon are known as No. 218 Meadow Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 SEP -8 AM 9:13

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John F. Leishear, Jr., and Geraldine Leishear, his wife to Baltimore Federal Savings and Loan Association, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 155 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, September 5th, 1961 at 2:50 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in Fifth District of Anne Arundel County, "Arundel Gardens", off Governor Ritchie Highway, Brooklyn Park area and described as follows:

BEING known and designated as Lots Nos. 3 and 4 Block K as shown on the plat entitled "Arundel Gardens, Property of D. D. Chidester" dated September 1918 by J. C. Grinnalds, Engineer and now recorded among the Plat Records of Anne Arundel County in Plat Book 15 folio 5; the improvements whereon are now known as No. 218 Meadow Avenue.

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

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

The improvements consist of a 2½ story frame bungalow, containing 7 rooms (4 bedrooms) 1 bath, forced warm air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer A-31

LIBER 134 PAGE 574

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 Nine Thousand ($9,000.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **6th** day of **September, 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 BALTIMORE CITY

Clara M. Link
Clara M. Link, Notary Public

ORDER NISI

LIBER 134 PAGE 575

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

JOHN F. LEISHEAR, JR., AND
GERALDINE LEISHEAR, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,514 Equity

Ordered, this 8th day of September, 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 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.

The report states that the amount of sale was $ 9,000.00.

Filed Sept. 8, 1961

True Copy,

George T. Cromwell. Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

JOHN F. LEISHEAR, JR., AND
GERALDINE LEISHEAR, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of October, 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. Barri Duckett
JUDGE.

FILED

1961 OCT 17 PM 3:49

14 514

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John F. Leishear, Jr., and Geraldine Leishear, his wife to Baltimore Federal Savings and Loan Association, dated March 21st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 155 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, September 5th, 1961 at 2:50 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in Fifth District of Anne Arundel County, "Arundel Gardens", off Governor Ritchie Highway, Brooklyn Park area and described as follows:

BEING known and designated as Lots Nos. 3 and 4 Block K as shown on the plat entitled "Arundel Gardens, Property of D. D. Chidester" dated September 1918 by J. C. Grinnaids, Engineer and now recorded among the Plat Records of Anne Arundel County in Plat Book 15 folio 5; the improvements whereon are now known as No. 218 Meadow Avenue.

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

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

The improvements consist of a 2½ story frame bungalow, containing 7 rooms (4 bedrooms) 1 bath, forced warm air oil fired heat.

No

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 576

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed

Attorney's Sale

John F. Leishear, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September, 1961. The first insertion being made the 10th day of August, 1961.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

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-8 PM 4:11

By H. Tilghman

OFFICE

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 577

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,514 EQUITY
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
JOHN F. LEISHEAR, JR., and
GERALDINE LEISHEAR, his wife

Ordered, this 8th day of September, 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 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.

The report states that the amount of sale was $9,000.00.

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 Sale Eq. 14,514 John F. Leishear, Jr. was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 OCT 10 PM 1:57

By [illegible]

No. M.G. 23173

13

LIBER 134 PAGE 578

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
John F. Leishear, Jr.,
and
Geraldine Leishear, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,514 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. Jobling
Auditor.

November 14, 1961

FILED
1961 NOV 22 AM 9:34

Dr. Walter S. Calwell, Attorney named in Mortgage vs. John F. Leishear, Jr., and Geraldine Leishear, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	302	03	352	03
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	39	60		
E. T. Newell & Co., Inc.- auctioneer's fee	35	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	9	90		
Clara M. Link - notary fees	1	25	184	22
To Attorney for Taxes, viz: 1961 State and County taxes ($161.71)- 8 months 5 days	110	16	110	16
To Attorney for Ground Rent, viz: Semi-annual ground rent ($45.00) due 9/21/61 - 5 months 15 days	41	25	41	25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,323	84	8,323	84
			9,067	50
Amount of mortgage claim filed	9,570	73		
Interest @ 4½% on principal balance of $9,138.51 from 8/22/61 to 12/22/61 - 4 months	137	08		
	9,707	81		
Cr. Amount allowed above	8,323	84		
Balance subject to decree in personam	1,383	97		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Sept.	5	Proceeds of Sale	9,000	00		
		Interest on deferred payment to 10/18/61	67	50	9,067	50
					9,067	50

LIBER 134 PAGE 581

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

John F. Leishear, Jr.,
and
Geraldine Leishear, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,514 Equity.

ORDERED, This 22nd day of November, 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 January, 19 , next; Provided 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 January next.

George T. Cromwell

FILED
1961 NOV 22 AM 9:34

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 19 62, 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
1962 JAN 10 PM 3:13

Matthew S. Brown

OFFI OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 582

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,514 Equity
Walter S. Calwell, Attorney named in Mortgage
versus
JOHN F. LEISHEAR, JR. and GERALDINE LEISHEAR, his wife

Ordered, this 22nd day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
D-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,514
Auditor Account

John F. Leishear, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of January, 1962 The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

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1962 JAN -3 PM 4.00

By Hazel Tilghman

No. M. G. 24246

18

LIBER 134 PAGE 583

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE W. MORGAN, JR., AND GOLDIE E. MORGAN, HIS WIFE	:	(In Equity)

Equity No. 14,515

Mr. Clerk:

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

1. Original Mortgage from George W. Morgan, Jr., and Goldie E. Morgan, his wife to Baltimore Federal Savings and Loan Association, dated September 23rd, 1958 and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1238 folio 37.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUL 28 AM 9:03

VA Form VB4-4318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

LIBER 1238 PAGE 37

MORTGAGE

Equity No. 14,575

LIBER 134 PAGE 584

THIS MORTGAGE, made this 23rd day of September, A. D. 19 58, by and between GEORGE W. MORGAN, JR. and GOLDIE E. MORGAN, his wife

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars ($ 12,950.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and three-quarters per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-seven and 56/100 Dollars ($ 67.56), commencing on the first day of November, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September 22, 1988. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 1 as shown on Plat entitled "Section 1 Sun Valley", dated July 26, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 43. The improvements thereon being known as 2 Phyllis Drive.

BEING the same lot of ground which by Aseignment 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 Clara M. Link unto the herein Mortgagors.

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1961 JUL 28 AM 9:03

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

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 including the following described household appliances which shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:~~

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred twenty ($120.00) Dollars payable half-yearly on the 23rd days of March and September in each and every year

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

George W. Morgan, Jr. [SEAL]
George W. Morgan, Jr.

[SEAL]

Goldie E. Morgan [SEAL]
Goldie E. Morgan

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: LIBER 1238 PAGE 41

I HEREBY CERTIFY, That on this 23rd day of September, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George W. Morgan, Jr. and Goldie E. Morgan, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

1350

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public.

Rec'd for record Sept. 25, 1958 at 12:24 P.M.
Mailed to The Colonial Title Guarantee Co.

Application No. 48801
Written by PR
Approved by
Ready for Record
Examiner

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
GEORGE W. MORGAN, JR., AND
GOLDIE E. MORGAN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 134 PAGE 588

MILITARY AFFIDAVIT

Docket 19 folio 434
Equity No. 14,515

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of July, 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, George W. Morgan, Jr., and Goldie E. Morgan, 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 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1961 JUL 28 AM 9:03

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GEORGE W. MORGAN, JR., AND

GOLDIE E. MORGAN, HIS WIFE

THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

LIBER 134 PAGE 589

Equity No. 14,515

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from George W. Morgan, Jr., and Goldie E. Morgan, his wife to Baltimore Federal Savings and Loan Association

dated the 23rd day of September 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1238 Folio 37 .

Amount of Mortgage	$12,950.00
Less - amount paid on principal	373.47
	12,576.53
Plus - interest to 8/21/61	632.22
	13,208.75
Plus- overdraft in expense account	224.19
	13,432.94

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26th day of July in the year nineteen hundred and sixty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

Clara M. Link

1961 JUL 28 AM 9:03

Clara M. Link Notary Public

Mortgagee and Attorney's Bond. 1-369

LIBER 134 PAGE 590

LIBER 11 PAGE 100

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Bond No. 339137

No. 14,515 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 THIRTEEN THOUSAND, FIVE HUNDRED AND NO/100 ($13,500.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

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

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from George W. Morgan, Jr. & Goldie E. Morgan, his wife to Baltimore Federal Savings & Loan Association bearing date the 23rd day of September nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1238, Folio 37, and

is about to sell the land and premises described in said Mortgage/2 Phylis Drive, 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 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. Lisk

~~XXXXX~~ WITNESS:

S. Alvey

S. Alvey

FILED

1961 SEP -5 AM 9:45

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 5 day of Sept. 1961

George T. Cromwell Clerk

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE W. MORGAN, JR., AND GOLDIE E. MORGAN, HIS WIFE	:	(In Equity)

No. 14,515

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 23rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1238 folio 37 from said George W. Morgan, Jr., and Goldie E. Morgan, 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 5th day of September, 1961 at 3.50 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. 1 as shown on Plat entitled "Section 1 Sun Valley", dated July 26, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 43, the improvements whereon are known as No. 2 Phyllis Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 SEP -8 AM 9:13

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 George W. Morgan, Jr., and Goldie E. Morgan, his wife to Baltimore Federal Savings and Loan Association, dated September 23rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 128 folio 37 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, on

Tuesday, September 5th, 1961 at 3:50 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of Sun Valley, Mountain and Old Annapolis Roads area, and described as follows:

BEING known and designated as Lot No. 1 as shown on Plat entitled "Section 1 Sun Valley", dated July 26, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 43. The improvements thereon being known as 2 Phyllis Drive.

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

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame ranch type dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-31

LIBER 134 PAGE 592

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Twelve Thousand six Hundred ($12,600.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of **September, 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 BALTIMORE CITY

Clara M. Link
Clara M. Link, Notary Public

10

ORDER NISI

LIBER 134 PAGE 593

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

GEORGE W. MORGAN, JR. AND
GOLDIE E. MORGAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,515 Equity

Ordered, this 8th day of September, 19 , 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 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.

The report states that the amount of sale was $ 12,600.00.

Filed Sept. 8, 1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

GEORGE W. MORGAN, JR., AND
GOLDIE E. MORGAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of October, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Duckett
JUDGE.

FILED
1961 OCT 17 PM 3:49

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal [illegible]ing
Baltimore 2, [illegible]

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from George W. Morgan, Jr., and Goldie E. Morgan, his wife to Baltimore Federal Savings and Loan Association, dated September 23rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 128 folio 37 (default having occurred thereunder) the undersigned, Attorney, will sell at

Public Auction at the Court House Door in Annapolis, on

Tuesday, September 5th, 1961 at 3:50 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of Sun Valley, Mountain and Old Annapolis Roads area, and described as follows:

BEING known and designated as Lot No. 1 as shown on Plat entitled "Section 1 Sun Valley", dated July 26, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 43. The improvements thereon being known as 2 Phyllis Drive.

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

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame ranch type dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

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

A 21

No. 12

14,515

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 594

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7 19 61

We hereby certify, that the annexed

Attorney's Sale

George W. Morgan, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of September, 19 61. The first insertion being made the 10th day of August, 19 61.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP -8 PM 4:11

By: H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 595

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,515 EQUITY
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
GEORGE W. MORGAN, JR., and
GOLDIE E. MORGAN, his wife

Ordered, this 8th day of September, 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 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.

The report states that the amount of sale was $12,600.00.

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 Sale Eq. 14,515 George W. Morgan, Jr. was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 OCT 10 PM 1:37

H. Tilghman

No. M.G. 23174

13

In the Case of

LIBER 134 PAGE 596

Walter S. Calwell,
Attorney named in Mortgage
vs.
George W. Morgan, Jr.,
and
Goldie E. Morgan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,515 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. Jobling
Auditor.

November 14, 1961

FILED
1961 NOV 22 AM 9:35

Dr. Walter S. Calwell, Attorney named in Mortgage vs. George W. Morgan, Jr., and Goldie E. Morgan, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	410	84	460	84
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	54	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	35	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	14	30		
Clara M. Link - notary fees	1	25	205	22
To Attorney for Taxes, viz: 1961 State and County taxes ($204.92) - 8 months 5 days	139	41	139	41
To Attorney for Ground Rent, viz: Semi-annual ground rent ($60.00) due 9/23/61 - 5 months 11 days	54	29	54	29
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,778	74	11,778	74
			12,694	50
Amount of mortgage claim filed	13,432	94		
Interest @ 4-3/4% on principal balance of $12,576.53 from 8/21/61 to12/22/61 - 4 months 1 day	201	19		
	13,634	13		
Cr. Amount allowed above	11,778	74		
Balance subject to decree in personam	1,855	39		

15

with Walter S. Calwell, Attorney named in Mortgage Cr.

1961						
Sept.	5	Proceeds of Sale	12,600	00		
		Interest on deferred payment to 10/18/61	94	50	12,694	50
					12,694	50

LIBER 134 PAGE 599

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

George W. Morgan, Jr.,

and

Goldie E. Morgan, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,515 Equity.

ORDERED, This 22nd day of November, 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 January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 1962, 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 P. Crane

FILED

1962 JAN 10 PM 3:13

FILED

1961 NOV 22 AM 9:35

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 134 PAGE 600

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,515

Auditor Account

George W. Morgan, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of January, 1962. The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JAN -3 PM 4.05

By Hazel Tilghman

No. M. G. 24345

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,515 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
GEORGE W. MORGAN, JR.
and
GOLDIE E. MORGAN, his wife

Ordered, this 22nd day of November, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-14