WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
ALLEN FERGUSON AND JUNE FERGUSON, HIS WIFE	:	No. 14,421

Mr. Clerk:

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

1. Original Mortgage from Allen Ferguson and June Ferguson, his wife to Baltimore Federal Savings and Loan Association, dated January 25th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1453 folio 213.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUN -1 AM 10:52

155-131-3 No. 14,421 Equity

City and County Form.

BOOK 1453 PAGE 213

This Mortgage, Made this 25th day of January, in the year one thousand, nine hundred and sixty-one, between ALLEN FERGUSON and JUNE FERGUSON, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

15771

LIBER 135 PAGE 2

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of NINE THOUSAND THREE HUNDRED & 00/100ths ($9,300.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five and one-half (5½%) per cent per annum in the manner following:

By the payment of FIFTY-TWO & 81/100ths ($52.81) Dollars, commencing on the first day of March, 1961, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 14, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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 Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

Plaintiff's Exhibit "A"

FILED

1961 JUN -1 AM 10:52

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 29th days of May and November in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

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

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

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

WITNESS:

Robert F. Vavrina
VAVRINA

Allen Ferguson (SEAL)
Allen Ferguson

(SEAL)

June Ferguson (SEAL)
June Ferguson

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1453 PAGE 216

On this.....25th.....day of .....January....., 1961.., before me, a Notary Public of said State, personally appeared.....

ALLEN FERGUSON and JUNE FERGUSON, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, At the same time and also appeared.....Walter S. Calwell....., Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

My commission expires 5-1-61

900

Rec'd for record Jan. 26, 1961 at 12:45 P.M.

Mailed to Callahan & Calwell

4

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ALLEN FERGUSON AND

JUNE FERGUSON, HIS WIFE

THE

LIBER 135 PAGE 5

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,421 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Allen Ferguson and June Ferguson, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **25th** day of **January** 19 **61**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1453** Folio **213** .

Amount of Mortgage	$9300.00
Less - amount paid on principal	- - -
	9300.00
Plus - interest to 6/21/61	200.30
	9500.30
Plus - overdraft in expense account	9.00
	9509.30

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **29th** day of **May** in the year nineteen hundred and **sixty-one** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1961 JUN -1 AM 10:52

Clara M. Link

Clara M. Link Notary Public

5

LIBER 135 PAGE 6

MILITARY AFFIDAVIT No. 14,421 Equity

Docket 19 folio 379

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of May, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants Allen Ferguson and June Ferguson, his wife

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

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1961 JUN -1 AM 10:52

Mortgagee and Attorney's Bond. 1-369

LIBER 135 PAGE 7
LIBER 11 PAGE 132

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 339315 No. 14, 421 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 NINE THOUSAND SIX HUNDRED AND NO/100 ($9,600.00) - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of October 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 Allen Ferguson and June Ferguson, his wife to Baltimore Federal Savings & Loan Association bearing date the 25th day of January nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1453, Folio 213, and

Route #14, Block A, Bodkins Plains
Anne Arundel County, Md.

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

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

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 OCT -9 AM 9:47

Bond approved this 9th day of October, 1961
George T. Cromwell, Clerk

7

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal P[illegible]ing
Baltimore 2, M

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Allen Ferguson and June Ferguson, his wife to Baltimore Federal Savings and Loan Association, dated January 25th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1453 folio 213 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., October 10, 1961 at 3:30 P. M. (E.D.T.)

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

BEING known and designated as Lot No. 14, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains," dated February 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the easterly side of Lockwood Road, 4th house south of Lake Avenue, having a frontage of 75 feet with an even depth of 150 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants, and—or Utility Agreements of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat, and a carport.

TERMS OF SALE: A cash deposit of $5000.00 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

O-5

No. 8

14,421

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1961

We hereby certify, that the annexed

Attorney's Sale

Allen Ferguson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1961. The first insertion being made the 14th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALLEN FERGUSON AND JUNE FERGUSON, HIS WIFE	:	(In Equity)
		No. 14421

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 25th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1453 folio 213 from said Allen Ferguson and June Ferguson, 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 10th day of October, ~~xxx~~ 1961 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 14, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 OCT 13 AM 10:20

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 Allen Ferguson and June Ferguson, his wife to Baltimore Federal Savings and Loan Association, dated January 25th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1453 folio 213 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., October 10, 1961 at 3:30 P. M. (E.D.T.)

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

BEING known and designated as Lot No. 14, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains," dated February 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the easterly side of Lockwood Road, 4th house south of Lake Avenue, having a frontage of 75 feet with an even depth of 150 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants, and—or Utility Agreements of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat, and a carport.

TERMS OF SALE: A cash deposit of $5000.00 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

O-5

LIBER 135 PAGE 10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eight Thousand ($8,000.00) 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 **11th** day of **October, 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

ORDER NISI

LIBER 135 PAGE 11

Walter S. Calwell, Attorney
Named in Mortgage

versus

Allen Ferguson and
June Ferguson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,421 Equity

Ordered, this 13th day of October, 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 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.

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

George T. Cromwell. Clerk.

True Copy,
Filed Oct.13,1961

TEST: Clerk.

(Final Order)

Walter S. Calwell, Attorney
Named in Mortgage

versus

Allen Ferguson and
~~June Ferguson, his wife~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This ~~13th~~ 21st day of ~~October~~ November 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.

D. Bruce Duckett
JUDGE.

FILED

1961 NOV 21 PM 3:02

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 12

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,421

Allen Ferguson

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 November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1961 NOV 14 PM 1:09

No. M. G. 23733

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,421 Equity
WALTER S. CALWELL, Attorney Named in Morgage
VERSUS
ALLEN FERGUSON and JUNE FERGUSON, his wife

Ordered, this 13th day of October, 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 therof 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-9

12

LIBER 135 PAGE 13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Allen Ferguson
and
June Ferguson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,421 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. Winkelmann
Auditor.

November 30, 1961

FILED

1961 DEC -8 PM 1:46

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Allen Ferguson and June Ferguson, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	271	72	371	72
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.- bond premium	38	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Clara M. Link - notary fees	1	50	168	10
To Attorney for Taxes, viz: 1961 State and County taxes ($141.39) - 9 months 10 days	109	92	109	92
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,351	59	7,351	59
			8,057	33
Amount of mortgage claim filed	9,509	30		
Interest @ 5½% on principal balance of $9,300.00 from 6/21/61 to 1/8/62 - 6 months 18 days	281	33		
	9,790	63		
Cr. Amount allowed above	7,351	59		
Balance subject to decree in personam	2,439	04		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Oct.	10	Proceeds of Sale	8,000	00		
		Interest on deferred payment to 11/22/61	57	33	8,057	33
					8,057	33

LIBER 135 PAGE 16

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Allen Ferguson
and
June Ferguson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,421 Equity

ORDERED, This 8th day of December, 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 15th 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 15th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 JAN 16 PM 12:12

D. Bowie Duckett

1961 DEC -8 PM 1:16

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,421 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
ALLEN FERGUSON and
JUNE FERGUSON, his wife

Ordered, this 8th day of December, 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 January next; Provided, a copy of this Order be inserted in some newspeper published in Anne Arundel County, once in each of three successive weeks before the 15th day of January next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

D-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,421

Auditor Account

Allen Ferguson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 24634

1962 JAN -3 PM 4:00

David A.Lipnick, Assignee	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
Hiram E. Smith, and	:	Docket No. 19 Folio 432
Lula E. Smith, his wife	:	Case No. 14,510
	:	

- -

Mr. Clerk:

Please docket the above entitled case.

David A.Lipnick, Assignee

1615 W. North Ave.

No. 9- 2275

FILED

1961 JUL 27 PM 2:07

Equity No. 14,510

LIBER 785 PAGE 526. LIBER 135 PAGE 19

This Mortgage, Made this 15th day of September, 1953, by and between Hiram E. Smith and Lula E. Smith - - - - - - - - - - - - - - - - - - -

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

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

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being at Beechwood Forest, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 35, as shown on the Plat of Beechwood Forest, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 5 (Now Plat Cabinet 1, Rod E, Plat No. 5).

BEING ALSO the same property which the said Mortgagors acquired from Frank T. Myers and Myrtle Myers, his wife, by deed dated July 29, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 373, folio 184.

FILED

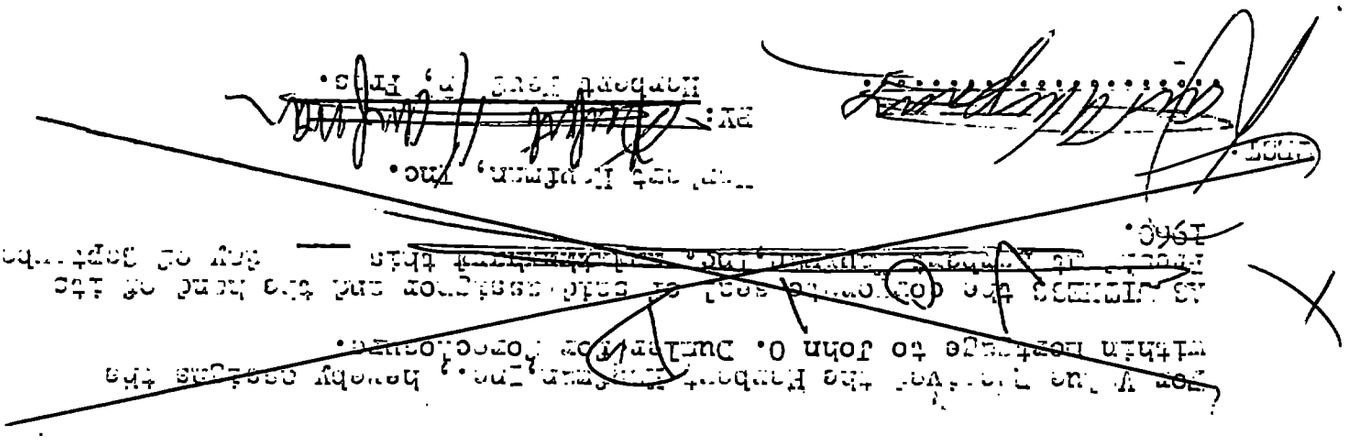
1961 JUL 27 PM 2:07

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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



AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 15.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 15.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

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

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

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred W. Kuethe

Fred. W. Kuethe

Hiram E. Smith (SEAL)
Hiram E. Smith

..... (SEAL)

Lula E. Smith (SEAL)
Lula E. Smith

..... (SEAL)

4

LIBER 785 PAGE 529 LIBER 135 PAGE 22

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Hiram E. Smith and Lula E. Smith, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D.Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Fred W. Kuethe
Fred.W.Kuethe Notary Public.

RECORDED IN LIBER 135 FOLIO 22 & RECORDED IN LIBER 785 FOLIO 529 NO. GEO. F. CROMWELL, CLERK

Recorded-30th-Sept-1953 at 9:00 A.M.

For Value Received Herbert Kaufman, Inc. hereby assigns the within mortgage to David A.Lipnick, Attorney for the purpose of foreclosure:
AS WITNESS the corporate seal of Herbert Kaufman, Inc., and the hand of its President Herbert Kaufman:, this 21st day of July, 1961.

Herbert Kaufman, Inc.

TEST:

ADA SINSKY

By: Herbert Kaufman
Herbert Kaufman, President

Mortgage
HIRAM E. SMITH, and LULA E. SMITH, his wife
TO THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.
MORTGAGE ACCOUNT NO. 3078
Recorded for Record 30 Day of Sept. 1953 at 9:00 A.M. and the same day recorded in Liber J.H.H. No. 785 Fol. 529 Land Records of Anne Arundel County.
Clerk
MAIL TO HERBERT KAUFMAN 115 WEST MAIN
LAW OFFICE AVE. BENYAN, JR. GLEN BURNIE MARYLAND
RECEIVED FROM THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION
RECORDED IN LIBER 785 FOLIO 529 NO. GEO. F. CROMWELL, CLERK
1960 SEP 20 AM 9:33

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby assigns the within mortgage. To Herbert Kaufman Inc.

WITNESS the signature of the Vice President of the said body corporate, and the corporate seal thereof, attested by its secretary, this 1st day of September, 19 60.

ATTEST:

Fred W. Kuethe
FRED. W. KUETHE Secretary.

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

By T. A. Bixler
T. A. Bixler Vice President.

LIBER 135 PAGE 23

David A. Lipnick, Assignee	:	IN THE
vs.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Hiram E. Smith, and	:	
Lula E. Smith, his wife	:	IN EQUITY
		Docket I Folio 432
		Case No. 14,510

.....

NON-MILITARY SERVICE AFFIDAVIT

State of Maryland, Baltimore City, TO WIT:

I HEREBY CERTIFY that on this 27th day of July 1961, before me the subscriber, A Notary of the City and State aforesaid personally appeared , David A. Lipnick, Assignee, and made oath in the due form of law that he knows the defendants herein and to the best of his knowledge, belief and information:

(1) Said defendants are Not in the Military Service of the United States of America.

(2) Said Defendants are not in the Military Service of any Nation Allied with the United States of America.

(3) Said Defendant has not been Ordered to report for induction under the Selective Service or Training Act.

(4) Said Defendant is not a member of the Enlosted Reserve Corps who has been Ordered to report for Military Service.

David A. Lipnick, Assignee
Affiant

Ada Sinsky, Notary Public

FILED

1961 JUL 27 PM 2:08

David A.Lipnick, Assignee	:	IN THE
vs.	:	CIRCUIT COURT FOR
Hiram E. Smith, and	:	ANNE ARUNDEL COUNTY IN EQUITY
Lula E. Smith, his wife	:	Docket No. 19 ..... Folio 432
	:	Case No. 14,510

- - - - - -

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of David A.Lipnick, Assignee, under a Mortgage from Hiram E. Smith and Lula Smith, his wife to Glen Burnie Savings and Loan Association of Anne Arundel County, having been duly assigned to David A.Lipnick, for the purposes of foreclosure:

Original Amount of Loan, September 25,1953	$ 3,000.00
Amoumt paid on mortgage Net	881.71
	2,118.29

1961 Taxes - Paid

State of Maryland, Baltimore City, TO WIT:

I HEREBY CERTIFY, that on this 27th day of July,1961, before me, the Subscriber, A Notary Public of the City and State aforesaid, personally appeared David A.Lipnick, Assignee, the Plaintiff in the above entitled case and made oath that the foregoing is just and true statement of the amount of mortgage claim under the the mortgage filed in said cause now remaining due and unpaid.

David A.Lipnick, Assignee -Affiant

Ada Sinsky- Notary Public

FILED

1961 JUL 27 PM 2:08

LIBER 11 PAGE 90

No. 14,510 Equity

The Travelers Indemnity Company

Hartford, Connecticut

Bond No. 947144

(A STOCK COMPANY)

LIBER 135 PAGE 25

KNOW ALL MEN BY THESE PRESENTS, that we David A. Lipnick

and THE TRAVELERS INDEMNITY COMPANY, a body corporate of the State of Connecticut, 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 ($3,000.00) Three Thousand and NO/100 - - - - - - - - - - - - - - - - - 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 6th day of September in the year of our Lord one thousand nine hundred and 61

WHEREAS, the above bounden David A. Lipnick

by virtue of a decree of the Honorable the Judge of Circuit Court of Equity, Anne Arundel County has been appointed Assignee

mentioned in the proceedings in the case of David A. Lipnick

vs. Hiram E. Smith and Lula Smith, His Wife

now pending in said Court

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden David A. Lipnick 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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of

Ada Sively

David A. Lipnick (SEAL)

(SEAL)

(SEAL)

THE TRAVELERS INDEMNITY COMPANY,

By B. L. Medicus

B. L. Medicus, Attorney-in-Fact

Trustee-Receiver-
Maryland

S-1182

FILED

1961 AUG 24 AM 10:19

Bond approved this 24 August, 1961

George T. Cromwell, Clerk

LIBER 135 PAGE 26

DAVID A. LIPNICK, Assignee	:	IN THE
	:	CIRCUIT COURT FOR ANNE ARUNDEL
vs.	:	CCUNTY IN EQUITY
HIRAM E. SMITH LULA SMITH, his wife	:	Docket No. Folio

.. .. Case No. 14,510

TO THE HONORABLE, THE JUDGE OF CIRCUIT CCURT FOR ANNE ARUNDEL COUNTY IN EQUITY:

The Report of Sale of David A. Lipnick, Assignee in the above entitled cause, with authority to make sale of property situate in the 3rd Election District of Anne Arundel County and containing all that lot of ground situate in Anne Arundel County, State of Maryland and known as Lot No. 35 as shown on the Plat of Beechwood Forest recorded among the Plat Records of Anne Arundel County in Plat Book WN W No. 2 folio 5 (now cabinet 1, Rod E) in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed, which was duly approved, and having given notice of the time, place and manner of said sale in the Maryland Gazette published in Anne Arundel County for more than three successive weeks preceeding the sale said David A. Lipnick, Assignee, pursuant to said notice did attend sale on Wednesday, September 6, 1961, at 12 Noon, at the Court House Door, Annapolis, Maryland, and sold property above mentioned to Deborah S. Jones and Alphus L. Jones, 3106 Tioga Parkway, Baltimore City, in fee simple, at and for the price of $2550.00 and said purchasers were the highest bidders therefore.

DAVID A. LIPNICK
Solicitor
1615 W. North Ave.
Baltimore Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

on Northeast side of Magothy River known as Beechwood Forest. 3d Election District of Anne Arundel County, Maryland

Under and by virtue of the power contained in a mortgage from Hiram E. Smith and Lula E. Smith, his wife, to Glen Burnie Savings and Loan Assn. of Anne Arundel County, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785 folio 526 etc. (default having occurred thereunder), and having been duly assigned to David A. Lipnick, for the purposes of foreclosure, will sell at Public Auction, on

Wed., Sept. 6, 1961 at 12 o'clock Noon

at the Court House Door, Annapolis, Maryland

ALL that lot of ground situate in Anne Arundel County, State of Maryland, and known as Lot. Nu. 35 as shown on the Plat of Beechwood Forest, recorded among the Plat Records of Anne Arundel County in Plat Book WN W No. 2 folio 5 (now cabinet 1, Rod E. Plat No. 5). Improved by a dwelling and outbuildings.

TERMS: $500. deposit will be required of the purchaser at time and place of sale; balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County. Unpaid portion of the purchase price to bear interest from day of sale to day of settlement at 6 per cent. Taxes and other charges to be adjusted to day of sale.

David A. Lipnick, Assignee
MICHAEL FOX, Auctioneer

David A. Lipnick,
Assignee

FILED

1961 SEP 11 AM 10:43

9

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 7th day of September, 1961, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared David A. Lipnick, Assignee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made as reported.

Ada Sinsky, NP

ORDER NISI

LIBER 135 PAGE 28

DAVID A. LIPNICK, Assignee

versus

HIRAM E. SMITH

LULA SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,510 Equity

Ordered, this 11th day of September, 19 61, That the sale of the Property in these proceedings mentioned made and reported by David A. Lipnick, 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 $ 2,550.00

FILED 1961 SEP 11

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

DAVID A. LIPNICK, Assignee

versus

HIRAM E. SMITH

LULA SMITH, 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 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. Bruce Dunkelberg

JUDGE.

FILED

1961 OCT 17 PM 3:49

DAVID A. LIPNICK
Solicitor
1615 W. North Ave.
Baltimore Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

on Northeast side of Magothy River known as Beechwood Forest, 3d Election District of Anne Arundel County, Maryland

Under and by virtue of the power contained in a mortgage from Hiram E. Smith and Lula E. Smith, his wife, to Glen Burnie Savings and Loan Assn. of Anne Arundel County, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785 follo 526 etc. (default having occurred thereunder), and having been duly assigned to David A. Lipnick, for the purposes of foreclosure, will sell at Public Auction, on

Wed., Sept. 6, 1961
at 12 o'clock Noon

at the Court House Door, Annapolis, Maryland

ALL that lot of ground situate in Anne Arundel County, State of Maryland, and known as Lot. No. 35 as shown on the Plat of Beechwood Forest, recorded among the Plat Records of Anne Arundel County in Plat Book WN W No. 2 folio 5 (now cabinet 1, Rod E. Plat No. 5). Improved by a dwelling and outbuildings,

TERMS: $500. deposit will be required of the purchaser at time and place of sale; balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County. Unpaid portion of the purchase price to bear interest from day of sale to day of settlement at 6 per cent. Taxes and other charges to be adjusted to day of sale.

David A. Lipnick, Assignee
MICHAEL FOX, Auctioneer

No. A13-

OFFICE P 14,510

LIBER 135 PAGE 29

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1961

We hereby certify, that the annexed

Assignee's Sale

Hiram E. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of September, 1961. The first insertion being made the 10th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP 13 PM 3:45

By H. Lightner

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 30

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,510 EQUITY
DAVID A. LIPNICK, Assignee
versus
HIRAM E. SMITH
LULA SMITH, his wife

Ordered, this 11th day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by David A. Lipnick, 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 $2,550.00.

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. 14,510 Hiram E. Smith was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 23176

FILED By [illegible]

1961 OCT 10 PM 1:57

In the Case of LIBER 135 PAGE 31

David A. Lipnick,
Assignee
vs.
Hiram E. Smith
and
Lula E. Smith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,510 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura M. Eichling
Auditor.

December 6, 1961

FILED

1961 DEC 11 AM 10:59

Dr. David A. Lipnick, Assignee vs. Hiram E. Smith and his wife Lula E. Smith, in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	109	26	159	26
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	49	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Travelers Indemnity Co.-bond premium	12	00		
Michael Fox - auctioneer's fee	111	50		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	3	30		
Clerk of Court - recording assignment	1	00		
Ada Sinsky - notary fees	1	50	206	95
To Herbert Kaufman, Inc., Assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	2,169	72	2,169	72
			2,591	93
Amount of mortgage claim filed	2,118	29		
Interest thereon @ 6% from 7/25/61 - 1/15/62 - 5 months 21 days	60	37		
	2,178	66		
Cr. Amount allowed above	2,169	72		
Balance subject to decree in personam	8	94		

15

with David A. Lipnick, Assignee Cr.

1961						
Sept.	6	Proceeds of Sale	2,550	00		
		Interest on deferred payment of $2,050.00 to 11/22/61	20	50	2,570	50
		Refund 1961 State and County taxes 3 months 24 days	21	43	21	43
					2,591	93

LIBER 135 PAGE 34

ORDER NISI

David A. Lipnick,
Assignee

VERSUS

Hiram E. Smith
and
Lula E. Smith, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,510 Equity.

ORDERED, This 11th day of December, 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 15th 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 15th day of January next.

George T. Cromwell Clerk

1961 DEC 11 AM 10:59

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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.

1962 JAN 16 PM 12:12

V. Bruce Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 35

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,510

Auditor Account

Hiram E. Smith

was published in

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,510 Equity
DAVID A. LIPNICK, Assignee
VERSUS
HIRAM E. SMITH and LULA E. SMITH, his wife

Ordered, this 11th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

D-28

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 24640

By Hazel Tilghman

1962 JAN -3 PM 4:00

3 sent assign...

LIBER 135 PAGE 36

David A. Lipnick, Assignee	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY IN EQUITY
Carey W. High and Mollie High, his wife	:	Docket No..... Folio.....
Defendants	:	Case 14,511

Mr.Clerk:

Please docket the above entitled case.

David A.Lipnick, Assignee

1615 W. North Ave.

No. 9- 2275

FILED

1961 JUL 27 PM 3:43

JB

LIBER 135 PAGE 37 LIBER 1066 PAGE 79 Equity No. 14,511

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 28th day of September - -, in the year one thousand nine hundred and fifty-six -, between CAREY W. HIGH and MOLLIE HIGH, his wife - - - - - - - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Nine Thousand Two Hundred Fifty ($9250.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Ninety ($90.00) Dollars - - - - - - - - - - - - - - - - - - commencing on the fifteenth - - day of November-1956, and on the fifteenth - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

BEING known and designated as Lot No. Nine (9) in Block "C", as shown on the plat of Longshoreman's Local (Severna Park) recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-6, Plat No. 10, now Plat Book 19, folio 3.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by The Maryland State Housing Company, a body corporate, to the said mortgagors.

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

FILED
1961 JUL 27 PM 2:09

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, subject to the payment of the annual ground rent of One Hundred Twenty ($120.00) Dollars, payable in equal semi-annual installments on the twenty-eighth day of March and September 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 keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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

3

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

on or before the **fifteenth** - - - - - - - - - - - - - - -day of each and every month the sum of **Twenty-Three ($23.00) Dollars** - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, 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

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

4

the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger
Elaine E. Seeger

Carey W. High (SEAL)
Carey W. High

Mollie High (SEAL)
Mollie High

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of September -, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carey W. High and Mollie High, his wife - - - - -

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

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E. Seeger Notary Public

ELAINE E. SEEGER NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires May 6th, 1957

Rec'd for record Sept 29 1956 at 11:41 A.M.

Mailed to Meyger & Meyger

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

5

4

LIBER 135 PAGE 40 - A.

BALTIMORE, MARYLAND

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

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 28th day of October, 1957.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer

E. Jane Rusinek

John P. Helmer, President

BALTIMORE, MARYLAND

#1

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

AS WITNESS my hand and seal this 26th day of July, 1961.

ATTEST:

Florence E. Hill

H. Allen Mezger (SEAL)

H. Allen Mezger, Assignee

LIBER 135 PAGE 40 B

BALTIMORE, MARYLAND

#2 FOR VALUE RECEIVED, The Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage and mortgage indebtedness thereby secured unto Herbert Kaufman, Inc., without recourse.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 26th day of July, 1961.

ATTEST:

E. Jane Rusinek

E. Jane Rusinek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By John P. Helmer

John P. Helmer, President

#2 FOR VALUE RECEIVED, HERBERT KAUFMAN, INC. HEREBY ASSIGNS THE WITHIN MORTGAGE AND MORTGATGE INDEBTEDNESS THERBY SECURED TO DAVID A. LIPNICK, FOR PURPOSES OF FORECLOSURE.

AS WITNESS MY HAND AND SEAL THIS 26th July 1961

TEST:

Ada Smith

HERBERT KAUFMAN, INC.

By Herbert Kaufman

HERBERT KAUFMAN, PRESIDENT

56-440

LIBER 135 PAGE 41

5M-8-57

SHORT ASSIGNMENT

(1)

OF MORTGAGE

FROM

H. Allen Mezger, Assignee

TO

Arundel Federal Savings and Loan

Association of Baltimore City

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

Folio etc., one of the

Records of Baltimore County, and examined

Per

Clerk

Pd $00

5M-8-57

SHORT ASSIGNMENT

(2)

OF MORTGAGE

FROM

Arundel Federal Savings and Loan

Association of Baltimore City

TO

Herbert Kaufman, Inc.

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

Folio etc., one of the

Records of Baltimore County, and examined.

Per

Clerk.

Pd $00

5M-8-57

Liber [illegible]

County 14 [illegible]

SHORT ASSIGNMENT

(3)

OF MORTGAGE

FROM

HERBERT KAUFMAN, INC.

TO

DAVID A .LIPNICK, ASSIGNEE

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

Folio etc., one of the

XXXXXXX

Records of Baltimore County, and examined.

Anne Arundel

Per

Clerk.

Pd 100

5M-8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan

Association of Baltimore City

TO

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

Folio etc., one of the

Anne Arundel

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

Per

Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

David A. Lipnick, Assignee	:	IN THE
vs.	:	CIRCUIT COURT FOR
Carey W. High, and	:	ANNE ARUNDEL COUNTY IN EQUITY
Mollie High, his wife	:	No 14,511
	:	

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this ___ day of July ,1961 before me, the Subscriber, A Notary of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared , David A.Lipnick, and made oath in the due form of law that he knows the Defendants herein and to the best of his knowledge, information and belief:

(1) Said Defendants are Not in the Military Service of the United States of America.

(2) Said Defendants are not in the Military Service of any Nation allied with the United States of America

(3) Said Defendant has not been Ordered to report for induction under the Selective Service and Training Act.

(4) Said Defendant is not a Member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

David A.Lipnick, Affiant

Ada Sinsky- Notary Public

FILED

1961 JUL 27 PM 3:43

7

LIBER 135 PAGE 43

David A.Lipnick, Assignee	:	IN THE
vs.	:	CIRCUIT COURT FOR
Carey W. High, and	:	ANNE ARUNDEL COUNTY IN EQUITY
Mollie High, his wife	:	
		Docket No..... Folio.....
	:	Case No. 14,511

- - - - -

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of David A.Lipnick, Assignee, under a Mortgage from Carey W.High and Mollie High, his wife to Arundel Federal Savings and Loan Association of Baltimore City having been duly assigned to David A.Lipnick, for the purpose of foreclosure.

Original Amount of mortgage Sept.25,1956 - - -		$9250.00
Total Amount Padd on Principal - $2340.38		
Credit in Expense account	25.39	2365.77
		6884.23
Interest July		34.55
Assignment fee		25.00
Total Amount Due -- - -		$ 6943.78

State of Maryland, Baltimore City, TO WIT:

I hereby certify that on this __ day of July, 1961, before me, the subscriber a Notary of the City and State aforesaid , personally appeared David A.Lipnick, Assignee, the Plaintiff in the above entitled case and made oath that the foregoing is just and true statement of the amount of mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

David A.Lipnick, Assignee

Ada Sinsky

ADA SINSKY- Notary Public

FILED

1961 JUL 27 PM 3:43

No. 14,511 Equity

LIBER 11 PAGE 91

The Travelers Indemnity Company

Hartford, Connecticut

Bond No. 947145

(A STOCK COMPANY)

LIBER 135 PAGE 44

KNOW ALL MEN BY THESE PRESENTS, that we David A. Lipnick

and THE TRAVELERS INDEMNITY COMPANY, a body corporate of the State of Connecticut, 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 ($7,000.00) Seven Thousand and NO/100 - - - - - - - - - - - - - - - - - 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 6th day of September in the year of our Lord one thousand nine hundred and 61

WHEREAS, the above bounden David A. Lipnick

by virtue of a decree of the Honorable the Judge of Circuit Court of Equity, Anne Arundel County has been appointed Assignee

mentioned in the proceedings in the case of David A. Lipnick

vs. Carey W. High and Mollie High, His Wife

now pending in said Court

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden David A. Lipnick 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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of

(SEAL)

(SEAL)

(SEAL)

THE TRAVELERS INDEMNITY COMPANY,

By B. L. Medicus, Attorney-in-Fact.

Trustee-Receiver-Maryland

S-1182

FILED

1961 AUG 24 AM 10:19

Bond approved this 24 day of August, 1961

George T. Cromwell, Clerk

LIBER 135 PAGE 45

DAVID A. LIPNICK, ASSIGNEE	:	IN THE
	:	CIRCUIT COURT FOR ANNE ARUNDEL
VS.	:	COUNTY IN EQUITY
CAREY W. HIGH and MOLLIE HIGH, his wife	:	Docket No. Folio
.. ..		Case No. 14511

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

The Report of Sale of David A. Lipnick, Assignee in the above entitled cause, with authority to make sale of property situate in the 3rd Election District of Anne Arundel County and containing all that lot of ground and improvements thereon situate in Anne Arundel County, State of Maryland, in the 3rd election District of said county (Severna Park) known and designated as Lot No. 9 in Block "C" as shown on the Plat of Longshoreman's Local recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-6, Plat No. 10 in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed, which was duly approved, and having given notice of the time place and manner of said sale in the Maryland Gazette published in Anne Arundel County for more than three successive weeks preceeding the sale said David A. Lipnick, Assignee, pursuant to said notice, did attend sale on Wednesday, September 6, 1961, at 11:30 A.M. on the premises, and sold property above mentioned to Herbert Kaufman, Inc. 1615 W. North Avenue, Baltimore City subject to an annual ground rent of $120.00, at and for the price of One thousand Dollars and said purchaser was the highest bidder therefor.

DAVID A. LIPNICK
Solicitor
1615 W. North Ave.
Baltimore, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

in Severna Park (3d Elec. District Anne Arundel Co., Md.)

Under and by virtue of the power and authority contained in a mortgage from Carey W High and Mollie High, his wife, to Arundel Federal Savings and Loan Assn. of Baltimore, dated Sept. 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1066 folio 79, etc. (default having occurred thereunder), and having been duly assigned to David A. Lipnick for purposes of foreclosure, will sell at Public Auction on the premises on

Wed., Sept. 6, 1961 at 11:30 A. M.

ALL THAT LOT OF GROUND and improvements thereon situate in Anne Arundel County, State of Maryland in the 3d Elec. District of said county, (Severna Park), known and designated as Lot No. 9 in Block "C" as shown on the Plat of Longshoreman's Local recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-6, Plat No. 10. Subject to an annual ground rent of $120. and improved by residential dwelling.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6 per cent. Taxes and other charges to be adjusted to day of sale.

David A. Lipnick, Assignee
MICHAEL FOX
Auctioneer A-51

David A. Lipnick
Assignee

FILED

1961 SEP 11 AM 10:43

10

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 7th day of September, 1961, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared David A. Lipnick, Assignee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made as reported.

Ada Sinsky, NP

ORDER NISI

LIBER 135 PAGE 47

DAVID A. LIPNICK, Assignee

versus

CAREY W. HIGH and

MOLLIE HIGH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,511 Equity

Ordered, this 11th day of September, 1961, That the sale of the Property in these proceedings mentioned, made and reported by David A. Lipnick, 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 $ 1,000.00

FILED 1961 SEP 11

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

DAVID A. LIPNICK, Assignee

versus

CAREY W. HIGH and

MOLLIE HIGH, 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 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. Bruce Duckett

JUDGE.

FILED

1961 OCT 17 PM 3:49

DAVID A. LIPNICK
Solicitor
1615 W. North Ave
Baltimore, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

in Severna Park (3d Elec. District Anne Arundel Co., Md.)

Under and by virtue of the power and authority contained in a mortgage from Carey W. High and Mollie High, his wife, to Arundel Federal Savings and Loan Assn. of Baltimore, dated Sept. 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1066 folio 79, etc. (default having occurred thereunder), and having been duly assigned to David A. Lipnick for purposes of foreclosure, will sell at Public Auction on the premises on

Wed., Sept. 6, 1961 at 11:30 A. M.

ALL THAT LOT OF GROUND and improvements thereon situate in Anne Arundel County, State of Maryland in the 3d Elec. District of said county, (Severna Park), known and designated as Lot No. 9 in Block "C" as shown on the Plat of Longshoreman's Local recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-6, Plat No. 10. Subject to an annual ground rent of $120. and improved by residential dwelling.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6 per cent. Taxes and other charges to be adjusted to day of sale.

David A. Lipnick, Assignee
MICHAEL FOX
Auctioneer

A-31

OFFICE OF

14511

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 48

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1961

We hereby certify, that the annexed

Assignee's Sale

Carey W. High

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 22735 1961 SEP 13 PM 3:40 By H. Telghman

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 49

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,511 Carey W. High 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, 19[illegible].

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23175 1961 OCT 10 PM 1:57 By [illegible]

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,511 EQUITY
DAVID A. LIPNICK, Assignee
versus
CAREY W. HIGH and
MOLLIE HIGH, his wife

Ordered, this 11th day of September, 1961, That the sale of the property in these proceedings mentioned, made and reported by David A. Lipnick, 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 $1,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-5

In the Case of LIBER 135 PAGE 50

David A. Lipnick,
Assignee
vs.
Carey W. High
and
Mollie High, his wife

In the
Circuit Court
For
Anne Arundel County

No. 14,511 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.

December 6, 1961

FILED
1961 DEC 11 AM 10:00

81

Dr. David A. Lipnick, Assignee vs. Carey W. High and Mollie High, his wife in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	58	00	158	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	49	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - Order nisi (acct)	12	00		
The Travelers Indemnity Co.-bond premium	28	00		
Michael Fox - auctioneer's fee	25	00		
Clerk of Court - recording three assignments	3	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Ada Sinsky - notary fees	1	50	135	15
To Herbert Kaufman, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	655	35	655	35
			1,000	00
Amount of mortgage claim filed	6,943	78		
Interest @ 6% on principal balance of $6,884.23 from 8/1/61 to 1/15/62 - 5 months 15 days	189	32		
	7,133	10		
Cr. Amount allowed above	655	35		
Balance subject to decree in personam	6,477	75		

16

1961						
Sept.	6	Proceeds of Sale	1,000	00	1,000	00
					1,000	00

LIBER 135 PAGE 53

ORDER NISI

David A. Lipnick,
Assignee
VERSUS
Carey W. High
and
Mollie High, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,511 Equity.

ORDERED, This 11th day of December, 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 15th 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 15th day of January next.

George T. Cromwell, Clerk

FILED
1961 DEC 11 AM 10:00

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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.

FILED
1962 JAN 16 PM 12:12

V. Bonni Dunkett

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 54

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,511

Auditor Account

Carey W. High

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1962 JAN -3 PM 4:00

No. M. G. 24639

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,511 Equity

DAVID A. LIPNICK, Assignee

VERSUS

CAREY W. HIGH and MOLLIE HIGH, his wife

Ordered, this 11th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

D-28

CAPITAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION, INC.	:	CIRCUIT COURT
VS.	:	FOR
JOSEPH V. STEWART AND	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, his wife	:	(IN EQUITY)

: : : : : :

No. 14,532

LIBER 135 PAGE 55

TO THE HONORABLE, the JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 11th day of October, 1960, A.D. the defendants executed and delivered to Capital Savings and Loan Association, Inc., a mortgage upon certain fee simple property in the city of Baltimore, therein described, to secure the payment of the mortgage debt of $30,000.00 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 mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of 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, &c.

Paul Beall

Paul Beall Attorney for Plaintiff

FILED

1961 AUG -7 AM 10:05

PETITIONER'S EXHIBIT NO. 1

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. vs. JOSEPH V. STEWART AND DOROTHY H. STEWART, HIS WIFE.

Equity No. 14,532

Form 812

[DR.—CITY OR COUNTY]

BOOK 1431 PAGE 557

Mortgage

LIBER 135 PAGE 56

THIS MORTGAGE, Made this 11th day of October, in the year Nineteen Hundred and Sixty, by and between Joseph V. Stewart and Dorothy H. Stewart, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., 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 Thirty Thousand Dollars ($ 30,000.00), 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 Thirty Thousand Dollars ($ 30,000.00), 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 Three Hundred and Thirty-three Dollars ($ 333.00), 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 November, 1960, 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 those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same thereof at an iron bar set where the division line between Lots Three Hundred Eighty-one and Three Hundred Fifty-seven intersects the east side of Edgewater Lane as shown on a plat of Round Bay on the Severn as recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 28; and running from said beginning point and with part of the northern line of Lot Three Hundred Eighty-one South eighty-four degrees thirty-three minutes east two hundred sixty-nine and sixty-one one-hundredths feet (S 84° 33' E 269.61') to a pipe; thence passing through part of Lot Numbered Three Hundred Eighty-one South forty-nine degrees eleven minutes east forty-eight and seven one-hundredths feet (S 49° 11' E 48.07') to a pipe; thence with a line parallel to and five feet south of the south wall of a garage North eighty-seven degrees forty-two minutes east twenty and twenty-two one-hundredths feet (N 87° 42' E 20.22') to a pipe; thence North seventy-five degrees twenty-three minutes east twenty-six and eighty-eight one-hundredths feet (N 75° 23' E 26.88') to a pipe on the west side of Annapolis Boulevard as shown on said plat of

FILED

1961 AUG 7 AM 10 06

2

Round Bay; thence with said side of the Annapolis Boulevard South four degrees fifty-three minutes west eighty-five and one-hundredths feet (S 4° 53' W 85.01') to a pipe found South of a power pole; thence continuing with Annapolis Boulevard South nineteen degrees forty-four minutes east fifty-four and forty-six one-hundredths feet (S 19° 44' E 54.46') to a "T" shaped bar; thence leaving Annapolis Boulevard where the division lines between Lots Numbered Three Hundred Eighty-three and Three Hundred Eighty-four; North eighty-four degrees thirty-three minutes west three hundred seventy-seven feet (N 84° 33' W 377') to an iron bar; and thence with the west lines of Lots Three Hundred Eighty-one, Three Hundred Eighty-two and Three Hundred Eighty-three North five degrees twenty-seven minutes east one hundred fifty feet (N 5° 27' E 150') to the place of beginning.

BEING part of all those lots of ground which, by deed dated October 6, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 870, folio 216, were granted and conveyed by Matilda Held, unmarried, to the herein named Mortgagors.

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, ninety (90) 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

Joseph V. Stewart (SEAL)
Joseph V. Stewart

Dorothy H. Stewart (SEAL)
Dorothy H. Stewart

(SEAL)

(SEAL)

4

5

BOOK 1431 PAGE 560 LIBER 135 PAGE 59

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 11th day of October , 1960 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph V. Stewart and Dorothy H. Stewart, his wife,

the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

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

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 1, 1961

Rec'd for record Oct. 19 1960 at 9:25 A.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

32 5/10

FROM

JOSEPH V. STEWART

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

RECORDED IN LIBER GTC NO. 1431 FOLIO 567
GEO. T. CROMWELL, CLERK
1960 OCT 19 AM 9:25
REC'D FOR RECORD
LAND RECORDS OF ANNE ARUNDEL COUNTY

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 16338-T

Property:

Part of Lots 381 & all of Lots 382-383, Round Bay on the Severn

Description approved

Execution approved

CAPITAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION, INC.	:	CIRCUIT COURT
VS.	:	FOR
JOSEPH V. STEWART and	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, his wife	:	(IN EQUITY)
	: : : : : :	No. 14,532

STATEMENT OF MORTGAGE DEBT

Amount of mortgage dated October 11, 1960	$30,000.00
Less payments thereon	535.55
Balance as of August 31, 1961	$29,464.45

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 3rd 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 Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS witness my hand and Notarial Seal,

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 6, 1963

FILED

1961 AUG -7 AM 10:05

6

LIBER 135 PAGE 61

CAPITAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION, INC.	:	CIRCUIT COURT
VS.	:	FOR
JOSEPH V. STEWART and	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, his wife	:	(IN EQUITY)
	: : : : :	No. 14,532

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 Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc. and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

Charles F. Loos
Charles F. Loos, Vice President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF AUGUST, 1961

Isabelle Bowes
Isabelle Bowes Notary Public

FILED

1961 AUG -7 AM 10:05

7

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 135 PAGE 62

CAPITAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION, INC.	:	CIRCUIT COURT
VS.	:	FOR
JOSEPH V. STEWART and	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, his wife	:	(IN EQUITY)
	: : : : :	No. 14,532

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 7th day of August, in the year nineteen hundred and sixty-one, by the Circuit Cour for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 Fifty Thousand Dollars ($50,000.00), 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 the 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 six and twelve months (or all cash as the purchaser may elect), the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs 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 sais 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.

APPROXIMATE VALUE OF PROPERTY:

$50,000.00

O Bowie Duckett
Judge

FILED

1961 AUG -8 AM 9:40

Bond no. 55 83 238

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 11 PAGE 107 No. 14,532 Equity

LIBER 135 PAGE 63

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 Fifty Thousand and 00/100 ($50,000.00) - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of September 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 Capital Savings and Loan Association, Inc. (Formerly the Capital Building and Loan Association of Baltimore City, a body corporate)
vs:
Joseph V. Stewart and Dorothy H. Stewart, his wife

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.

Signed, sealed and delivered in the presence of:

Romana E. Byrnes

Paul Beall (SEAL)
Paul Beall

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony *As to Surety* By Joseph C. McHugh *Attorney-in-Fact*
Diane E. Anthony Joseph C. McHugh

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

FILED
1961 SEP 14 AM 9:05

Bond approved this 14th day of September, 1961
George T. Cromwell, Clerk

9

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Bull.
Baltimore 1, Mary.

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

PART OF LOT 381 AND
ALL OF
LOTS 382 and 383
ROUND BAY ON THE SEVERN

By virtue of a decree of the Circuit Court for Anne Arundel County (In Equity), (No. 14532) the undersigned, Trustee, will sell at public auction, on the premises, on

Tuesday, the 19th day of September, 1961, at 2:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in the Third District of Anne Arundel County and described as follows:

BEGINNING for the same thereof at an iron bar set where the division line between Lots 381 and 357 intersects the east sid: of Edgewater Lane as shown on a plat of Round Bay on the Severn as recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 28; and running from said beginning point and with part of the northern line of Lot 381 South eighty-four degrees thirty-three minutes east two hundred sixty-nine and sixty-one one-hundredths feet (S 84 degrees 33' E. 269.61') to a pipe; thence passing through part of Lot 381 South forty-nine degrees eleven minutes east forty-eight and seven one-hundredths feet (S 49 degrees 11' E 48.07') to a pipe; thence with a line parallel to and five feet south of the south wall of a garage North eighty-seven degrees forty-two minutes east twenty and twenty-two one-hundredths feet (N 87 degrees 42' E 20.22') to a pipe; thence North

No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 64

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1961

We hereby certify, that the annexed

Trustee's Sale
Eq. 14,532
Part of Lot 381 All of Lots 382 & 383
Round Bay on The Severn

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 N. Tilghman

FILED
1961 SEP 18 PM 1:26

seventy-five degrees twenty-three minutes east twenty-six and eighty-eight one-hundredths feet (N 75 degrees 23' E 26.88') to a pipe on the west side of Annapolis Boulevard as shown on said plat of Round Bay; thence with said side of the Annapolis Boulevard South four degrees fifty-three minutes west eighty-five and one one-hundredths feet (S 4 degrees 53' W 85.01') to a pipe found South of a power pole; thence continuing with Annapolis Boulevard South nineteen degrees forty-four minutes east fifty-four and forty-six one-hundredths feet (S 19 degrees 44' E. 54.46') to a "T" shaped bar; thence leaving Annapolis Boulevard where the division lines between Lots 383 and 384; North eighty-four degrees thirty-three minutes west three hundred seventy-seven feet (N 84 degrees 33' W 377') to an iron bar; and thence with the west lines of Lots 381, 382 and 383 North five degrees twenty-seven minutes east one hundred fifty feet (N 5 degrees 27' E 150') to the place of beginning.

TERMS OF SALE: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

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

A deposit of $1000.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

PAUL BEALL, Trustee
ALEX COOPER
Auctioneer

S-14

CAPITAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION, INC.	:	CIRCUIT COURT
VS.	:	FOR
JOSEPH V. STEWART and	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, HIS WIFE	:	(IN EQUITY)
	:::	NO. 14532

LIBER 135 PAGE 66

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

The Report of Sale of Paul Beall, Trustee appointed by the decree in the above entitled cause, to make sale of fee simple property known as Part of Lot 381 and all of Lots 382 and 383, Round Bay on the Severn, 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 Gazzette, 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 Tuesday, the 19th day of September, 1961 at 2:00 P.M. attentd on the premises and then and there sold the said fee simple property Part of Lot 381 and all of Lots 382 and 383, Round Bay on the Severn, to John A. Sergovic and Mary T. Sergovic, his wife, at and for the sum of Thirty-one Thousand Dollars ($31,000.00), they having offered the highest price therefor.

Paul Beall
Paul Beall, Trustee

FILED
1961 SEP 21 AM 9:25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 19th 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 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.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

AS WITNESS MY HAND AND NOTARIAL SEAL,

Antoinette M. Granese
Antoinette M. Granese, Notary Public
My commission expires May 6, 1963

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

JOSEPH V. STEWART and

DOROTHY H. STEWART, his wife

In the Circuit Court

For

Anne Arundel County
(In Equity)
No. 14532

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

PART OF LOT 381 AND
ALL OF
LOTS 382 and 383
ROUND BAY ON THE SEVERN

By virtue of a decree of the Circuit Court for Anne Arundel County (In Equity), (No. 14532) the undersigned Trustee, will sell at public auction, on the premises, on

Tuesday, the 19th day of September, 1961, at 2:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in the Third District of Anne Arundel County and described as follows:

BEGINNING for the same thereof at an iron bar set where the division line between Lots 381 and 357 intersects the east side of Edgewater Lane as shown on a plat of Round Bay on the Severn as recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 28; and running from said beginning point and with part of the northern line of Lot 381 South eighty-four degrees thirty-three minutes east two hundred sixty-nine and sixty-one one-hundredths feet (S 84 degrees 33' E. 269.61') to a pipe; thence passing through part of Lot 381 South forty-nine de-

Auctioneers Certificate

I hereby certify that I have this 19th day of September 1961, sold the property described in the attached advertisement of sale at and for the sum of $31,000 to JOHN A. SERGOVIC & MARY T. SERGOVIC, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By: Joseph P. Cooper
Alex Cooper, Auctioneer

By: Joseph P. Cooper

Purchaser's Agreement

I hereby certify that I have this 19th day of September, 1961, purchased the property described in the attached advertisement of sale from Paul Beall, Trustee, at and for the sum of $31,000 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

John A. Sergovic Purchaser

Mary T. Sergovic Purchaser

Mary T. Sergovic

Test: Charles L. Loos

FILED
1961 SEP 21 AM 9:25

FILED 1961 SEP 21 AM 9:25

12

grees eleven minutes east forty-eight and seven one-hundredths feet (S 49 degrees 11' E 48.07') to a pipe; thence with a line parallel to and five feet south of the south wall of a garage North eighty-seven degrees forty-two minutes east twenty and twenty-two one-hundredths feet (N 87 degrees 42' E 20.22') to a pipe; thence North seventy-five degrees twenty-three minutes east twenty-six and eighty-eight one-hundredths feet (N 75 degrees 23' E 26.88') to a pipe on the west side of Annapolis Boulevard as shown on said plat of Round Bay; thence with said side of the Annapolis Boulevard South four degrees fifty-three minutes west eighty-five and one one-hundredths feet (S 4 degrees 53' W 85.01') to a pipe found South of a power pole; thence continuing with Annapolis Boulevard South nineteen degrees forty-four minutes east fifty-four and forty-six one-hundredths feet (S 19 degrees 44' E. 54.46') to a "T" shaped bar; thence leaving Annapolis Boulevard where the division lines between Lots 383 and 384; North eighty-four degrees thirty-three minutes west three hundred seventy-seven feet (N 84 degrees 33' W 377') to an iron bar; and thence with the west lines of Lots 381, 382 and 383 North five degrees twenty-seven minutes east one hundred fifty feet (N 5 degrees 27' E 150') to the place of beginning.

TERMS OF SALE: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

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

A deposit of $1000.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

PAUL BEALL, Trustee
ALEX COOPER
Auctioneer

S-14

12

ORDER NISI

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

JOSEPH V. STEWART and DOROTHY H. STEWART, HIS WIFE

LIBER 135 PAGE 69

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,532 Equity

Ordered, this 21st day of September, 19 61, 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 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 $ 31,000.00.

Filed Sept.21,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

JOSEPH V. STEWART and DOROTHY H. STEWART, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This ~~first~~ 31st day of ~~September~~ October, 19 61 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1961 NOV -1 PM 12:06

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 70

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,532

Joseph V. Stewart

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 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 2:45

No. M. G. 23426

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,532 Equity

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VERSUS

JOSEPH V. STEWART and DOROTHY H. STEWART, his wife

Ordered, this 21st day of September, 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 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 $31,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-19

In the Case of

LIBER 135 PAGE 71

Capital Savings and Loan Association, Inc.

vs.

Joseph V. Stewart and Dorothy H. Stewart, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,532 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.

December 4, 1961

FILED

1961 DEC -6 AM 9:52

Dr. Capital Savings and Loan Association, Inc. vs. Joseph V. Stewart and Dorothy H. Stewart, his wife in ac.

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	906	81	981	81
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	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	91	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	95	70		
Fidelity & Deposit Co. of Md.-bond premium	200	00		
Alex Cooper - auctioneer's fee	805	00		
One-half Federal documentary stamps	17	05		
One-half State documentary stamps	34	10		
Antoinette M. Granese - notary fees	1	00		
Isabelle Bowes - notary fee		50	1,271	35
To Trustee for Benefit Charges, viz:				
1961 water and sewer benefit charges, and interest - 8 months 19 days	31	19		
Metered water to 8/1/61	11	90	43	09
To Capital Savings & Loan Association, Inc., mortgagee - this balance on account mortgage claim	29,071	15	29,071	15
			31,427	90
Amount of mortgage claim filed	29,464	45		
Interest thereon @ 6% from 8/31/61 to 1/15/62 - 4 months 15 days	662	95		
	30,127	40		
Cr. Amount allowed above	29,071	15		
Balance subject to decree in personam	1,056	25		

16

with

Paul Beall, Trustee

Cr.

1961						
Sept.	19	Proceeds of Sale	31,000	00		
		Interest on deferred payment of $30,000.00 - 2 months 8 days	340	25	31,340	25
		Refund 1961 State and County taxes- 103 days	87	65	87	65
					31,427	90

LIBER 135 PAGE 74

ORDER NISI

Capital Savings and Loan Association of Baltimore City

VERSUS

Joseph V. Stewart and Dorothy H. Stewart, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,532 Equity.

ORDERED, This 6th day of December, 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 15th 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 15th day of January next.

George T. Cromwell

FILED 1961 DEC -6 AM 9:52

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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.

FILED

1962 JAN 16 PM 12:12

D. Bruce Duckett

18

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 75

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,532
Auditor Account

Joseph V. Stewart

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1962 JAN -3 By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,532 EQUITY
Capital Savings and Loan Association of Baltimore City
versus
JOSEPH V. STEWART and DOROTHY H. STEWART, his wife

Ordered, this 6th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-28

No. M. G.

19

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ADA IRENE JOHNSON	:	(In Equity)
	:	14,571 Equity

Mr. Clerk:

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

1. Original Mortgage from Ada Irene Johnson to Baltimore Federal Savings and Loan Association, dated November 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1445 folio 234.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 SEP -1 AM 9:18

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

BOOK 1145 PAGE 234

No. 14,571 Equity

MORTGAGE

LIBER 135 PAGE 77

THIS MORTGAGE, Made this 18th day of November, A. D. 19 60, by and between ADA IRENE JOHNSON

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 EIGHT THOUSAND SIX HUNDRED FIFTY and 00/100 Dollars ($8,650.00), 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 and 52/100 Dollars ($50.52), commencing on the first day of December, 19 60, 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, 19 90. 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:

10—55600-0

BEING known and designated as Lot No. 4 Block 48 Section 5 as shown on the plat of Harundale Section 5 and recorded among the plat records of Anne Arundel County in Plat Book 20 folio 28. The improvements thereon being known as 1207 Saunders Way.

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.

Range Refrigerator 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.

FILED

1961 SEP -1 AM 9:18

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

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred fifty ($150.00) Dollars payable half-yearly on the 18th 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 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.

BOOK 1145 PAGE 236
LIBER 135 PAGE 79

5

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.

Ada Irene Johnson [SEAL]
Ada Irene Johnson

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this the 18th day of November, 19 60, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Ada Irene Johnson 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.

JOHN R. HOLLAND, JR. Notary Public.

My commission expires: May 1, 1961

JOHN R. HOLLAND NOTARY PUBLIC BALTIMORE

Application No. 54535

Written by ap

Approved by Examiner

Recorded for record Dec. 13 1960 at 2:47 P.M.

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

WALTER S. CALWELL, Attorney Named in Mortgage VS. ADA IRENE JOHNSON

PLAINTIFF'S EXHIBIT "A"

LIBER 135 PAGE 81

No. 14571 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of August 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant Ada Irene Johnson

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

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1961 SEP -1 AM 9:18

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ADA IRENE JOHNSON

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,571 Equity

LIBER 135 PAGE 82

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Ada Irene Johnson

to Baltimore Federal Savings and Loan Association

dated the 18th day of November 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No.1445 Folio 234 .

Amount of Mortgage	$8650.00
Less - amount paid on principal	45.75
	8604.25
Plus - interest to 9/23/61	278.89
	8883.14
Less - balance in expense account	69.19
	8813.95

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 29th day of August 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 Charles E. Williams, 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 SEP -1 AM 9:18

Clara M. Link

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

7

Mortgagee and Attorney's Bond. 1-369

LIBER 135 PAGE 83

LIBER 11 PAGE 133

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 339316

No. 14,571 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 EIGHT THOUSAND NINE HUNDRED AND NO/100 ($8,900.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of October 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 Ada Irene Johnson to the Baltimore Federal Savings and Loan Association

bearing date the 18th day of November nineteen hundred and sixty

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1445, Folio 234, and

1207 Saunders Way

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. Frick

Witness:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 9th day of October, 1961

George T. Cromwell, Clerk

FILED

1961 OCT -9 AM 9:47

8

14,571

CALLAHAN AND CALWE
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 Ada Irene Johnson, to Baltimore Federal Savings and Loan Association, dated November 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1445 folio 234 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., October 10, 1961 at 3:15 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. 4 Block 48 Section 5 as shown on the plat of Harundale Section 5 and recorded among the plat records of Anne Arundel County in Plat Book 20 folio 28. The improvements thereon being known as 1207 Saunders Way.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $150.00 and to any restrictive covenants, and — or Utility Agreements, of record, affecting the property.

No. The improvements consist of a one story dwelling, containing 5 hooms, 1 bath, hot water oil fired heat.

9

TERMS OF SALE: A cash depost 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

O-5

OFFICE C

Maryland Gazette

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

LIBER 135 PAGE 84

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1961

We hereby certify, that the annexed Attorney's Sale Ada Irene Johnson

was published in

Maryland Gazette

FILED 1961 OCT -9 PM 12:57

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1961. The first insertion being made the 14th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 135 PAGE 85

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	F OR
VS.	:	ANNE ARUNDEL COUNTY
ADA IRENE JOHNSON	:	(In Equity)
		No. 14,571

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1445 folio 234 from said Ada Irene Johnson to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne ArundelCounty, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of October, ~~xx~~ 1961, at 3.15 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. 4 Block 48 Section 5 on the Plat of Harundale Section 5 which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 28, the improvements whereon are known as No. 1207 Saunders way; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 OCT 13 AM 10:20

10

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Ada Irene Johnson to Baltimore Federal Savings and Loan Association, dated November 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1445 folio 234 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., October 10, 1961 at 3:15 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. 4 Block 48 Section 5 as shown on the plat of Harundale Section 5 and recorded among the plat records of Anne Arundel County in Plat Book 20 folio 28. The improvements thereon being known as 1207 Saunders Way.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $150.00 and to any restrictive covenants, and — or Utility Agreements, of record, affecting the property.

The improvements consist of a one story dwelling, containing 5 hooms, 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

O-5

LIBER 135 PAGE 86

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 Eighty-five Hundred ($8500.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **11th** day of **October, 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, Notary Public

11

10

ORDER NISI

LIBER 135 PAGE 87

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

ADA IRENE JOHNSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,571 Equity

Ordered, this 13th day of October, 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 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.

The report states that the amount of sale was $ 8,500.00.

Filed Oct.13,1961

George T Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

ADA IRENE JOHNSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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 21 PM 3:02

12

OFFICE F

LIBER 135 PAGE 88

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,571

Ada Irene Johnson

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 November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 NOV 14 PM 1:09

By H. Tilghman

No. M. G. 23734

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,571 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
ADA IRENE JOHNSON

Ordered, this 13th day of October, 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 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.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-9

In the Case of LIBER 135 PAGE 89

Walter S. Calwell,
Attorney named in Mortgage
vs.
Ada Irene Johnson

In the
Circuit Court
For
Anne Arundel County
No. 14,571 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. Fokelung
Auditor.

November 30, 1961

FILED
1961 DEC 11 AM 9:37

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Ada Irene Johnson

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	286	83	386	83
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	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	35	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	9	35		
Clara M. Link - notary fees	1	50	172	64
To Attorney for Taxes, viz: 1960 State and County taxes ($135.19) - 9 months 10 days	105	18	105	18
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,840	26	7,840	26
			8,560	91
Amount of mortgage claim filed	8,813	95		
Interest @ 5-3/4% on principal balance of $8,604.25 from 9/23/61 to 1/8/62 - 3 months 16 days	145	67		
	8,959	62		
Cr. Amount allowed above	7,840	26		
Balance subject to decree in personam	1,119	36		

15

with Walter S. Calwell, Attorney named in Mortgage Cr.

1961						
Oct.	10	Proceeds of Sale	8,500	00		
		Interest on deferred payment to 11/22/61	60	91	8,560	91
					8,560	91

LIBER 135 PAGE 92

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Ada Irene Johnson

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,571 Equity.

ORDERED, This 11th day of December, 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 15th 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 15th day of January next.

George T. Cromwell, Clerk

1961 DEC 11 AM 9:37

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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.

FILED

1962 JAN 16 PM 12:07 V. Bowie Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 93

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,571
Auditor Account

Ada Irene Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962 JAN -3 PM 4:03

No. M. G. 24638

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,571 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
VERSUS
ADA IRENE JOHNSON

Ordered, this 11th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk
D-28

Edward F. Dobihal, Assignee	:	In the
vs	:	Circuit Court for
Alexander Xanthos and	:	Anne Arundel County
Helen Xanthos, his wife	:::	No. 12,998 Equity

Mr. Clerk:-

Please docket the above entitled case and file Plaintiff's Exhibit No. 1.

Edward F. Dobihal
Edward F. Dobihal Assignee

FILED

1958 DEC 11 AM 10:26

LIBER 978 PAGE 194

LIBER 135 PAGE 95

This Mortgage, Made this fourth day of November - - - - , in the year one thousand, nine hundred and fifty-five - - - - - - , between Alexander Xanthos and Helen Xanthos,

No. 12,998 County

his wife, of Anne Arundel County - - - - - - - - - - - - - - , in the State of Maryland, Mortgagors , and MADISON AND BRADFORD STREETS PERMANENT BUILDING ASSOCIATION OF BALTIMORE CITY - - - - - -

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors , being members of said body corporate, have - received therefrom an advance of Twenty thousand - 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 of Two hundred - 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 may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those - lots of ground situate and lying in ANNE ARUNDEL COUNTY ~~Baltimore City~~ in said State, and described as follows:

KNOWN AND DESIGNATED AS Lots Nos. 19 and 20, Section R, as shown on a Revised Plat of Bay Side Beach, dated March 9, 1938, and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2 of Bay Side Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 4 and which by Survey of Edward V. Coonan & Co. dated September 25, 1940, are found to be within the metes and bounds as follows:

Beginning for the same on the northeast side of Lake Drive at the distance of two hundred feet southeasterly from the southeast side of the ten foot path shown on Section R on the revised Plat of Bay Side Beach dated March 9, 1938; and running thence south 01 degrees 45 minutes east binding on the northeast side of Lake Drive one hundred feet to Lot No. 21, Section R, of said Plat; thence north 88 degrees 15 minutes east binding on said lot 221.75 feet to the waters of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to Lot No. 18, Section R, on said Plat; and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

BEING the same lots of ground which by deed dated July 28, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 165&c., were granted and conveyed by John G. Alexander and wife unto the mortgagors herein named, in fee simple, subject, however, to the restrictions therein referred to.

The mortgagors further covenant and agree that in the application of the monthly installments as above set forth, said mortgagee shall have the right to adjust said monthly installments, at any time, to compensate for any increases in the amount of taxes, ground rent, or other expenses appertaining to the mortgaged premises.

FILED
1958 DEC 11 AM 10:28

(Exh #1)

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] in fee simple.

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the 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; (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.

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

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

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

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

WITNESS:

x Alexander Xanthos (SEAL)
Alexander Xanthos

x Helen Xanthos (SEAL)
Helen Xanthos

Charles J. Novak Jr.
Charles J. Novak, Jr.

.... (SEAL)

.... (SEAL)

LIBER 978 PAGE 196 LIBER 135 PAGE 97

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of November - - - - - - - 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared - - - - - - - Alexander Xanthos and Helen Xanthos, his wife, mortgagors, - - - - - - - - - - - - - - -

and they acknowledged the aforegoing mortgage to be their - - - - - - - - - act. At the same time also appeared - - - - - - - - - - Frank R. Elsnic - - - - - - - - - - , 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.

Charles J. Novak, Jr.
Charles J. Novak, Jr. Notary Public.

Rec'd for record Nov. 5, 1955, at 9:10 A. M.
Per George T. Cromwell, Clerk.
Mailed to Dobihal & Novak

File in Equity 12,998 22.00

MORTGAGE

FROM

Alexander Xanthos & Helen Xanthos, his wife,

TO

Madison and Bradford Streets Permanent Building Association of Baltimore City

BLOCK NO.

Received for Record 5 Nov 1955 at 9:10 o'clock A.M. Same day recorded in Liber GTC No. 978 Folio 194 etc., one of the Land Records of Baltimore Co. and examined per

GEORGE T. CROMWELL, Clerk's Clerk

Cost of Record, $

DOBIHAL & NOVAK
ATTORNEYS AT LAW
901 N. PATTERSON PARK AVENUE
BALTIMORE 5, MD.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 DEC 11 AM 10:34
& RECORDED IN LIBER GTC NO. 978 FOLIO 196
GEO. T. CROMWELL, CLERK

Baltimore, Md., December 9th, 1958.

FOR VALUE RECEIVED, Madison and Bradford Savings and Loan Association, Inc., formerly Madison and Bradford Streets Permanent Building Association of Baltimore City, See articles of amendment filed with State Tax Commissioner November 14th, 1957, hereby assigns the within mortgage unto Edward F. Dobihal for the purpose of foreclosure.

WITNESS the corporate seal of said body corporate and the signature of its President:

Test:- Madison and Bradford Savings and Loan Association, Inc.,

Henry R. Elsnic Secretary by Frank R. Elsnic President

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

No. 12,998 Equity

LIBER 10 PAGE 149

LIBER 135 PAGE 98

KNOW ALL MEN BY THESE PRESENTS:

That we, Edward F. Dobihal, 6721 Harford Road, Baltimore 14, 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 TWENTY THOUSAND AND 00/100 ($20,000.00) - 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 28th day of December in the year of our Lord 1959

Whereas, the above bounden Edward F. Dobihal by virtue of the power contained in a mortgage from Alexander Xanthos and Helen Xanthos, his wife to Madison and Bradford Streets Permanent Bldg. Assn. ~~xx~~ of Baltimore City now Madison and Bradford Savings and Loan Assn., Inc. bearing date the 11th day of April, 1955 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 978 Folio 194 and duly assigned of record to the said Edward F. Dobihal, who 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 F. Dobihal 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 Edward F. Dobihal 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:

Robert L. Stocksdale (signature)
Robert L. Stocksdale

Edward F. Dobihal (signature) (SEAL)
Edward F. Dobihal

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony (signature)
D. Anthony *As to Surety*

By E. V. Shockley (signature)
E. V. Shockley *Attorney-in-Fact*

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

Bond approved this 30th day of December 1959.
George T. Cromwell, Clerk

1959 DEC 30 PM 3:07

5

Ernest J. Chaffon, Solicitor
711 Evergreen Road
Severna Park, Maryland

Assignee's Sale

Of Desirable Fee Simple TWO STORY

ABESTOS SHINGLE TWO STORY, ALL YEAR ROUND WATER-FRONT DWELLING, ENCLOSED PORCH PROPERTY

Situate on Lots 19 and 20, Section R, Bay Side Beach, 3rd District of Anne Arundel County, State of Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Alexander Xanthos and Helen Xanthos, his wife, to the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., a body corporate, dated the 4th day of November, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 978 folio 194 (default having occured thereunder), and being duly assigned to Edward F. Dobihal, tha undersigned Assignee, will sell at public auction on the premises.

Saturday, Jan. 2, 1960 at 11 A. M.

All those parcels of ground situate and lying in Anne Arundel County, State of Maryland, desribed as follows:

BEING known and designated as Lots Nos. 19 and 20, Section R as shown on a Revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as lots Nos. 19 and 20 in Section R on Plat No. 2 of Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 4, and which by Survey of Edward V. Coonan & Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the revised Plat of Bay Side Beach dated March 9, 1938 and running thence South 01 degrees 45 minutes East binding on the northeast side of Lake Drive 100 feet to lot No. 21, Section R of said Plat thence North 88 degrees 15 minutes East binding on said lot 221.75 feet to the waters of Chesapeake Bay thence North 13 degrees 31 minutes West binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence South 88 degrees 15 minutes West binding on said Lot 201 feet to the place of beginning.

The property will be sold subject to conditions, restrictions and agreements as set forth in Deed dated February 23, 1932 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 103, folio 128, from Charles C. Rittenhouse and wife, et al. unto Bruner R. Anderson, Trustee, and any further restrictions of record affecting same, if any.

TERMS OF SALE — A cash deposit of $1500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale.

EDWARD F. DOBIHAL,
Assignee
E. T. NEWELL & CO. INC.,
Auctioneers

D-29

6

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 99

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed

Assignee's Sale

Alexander Xanthos,

12,998

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 January, 1960. The first insertion being made the 10th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1960 JAN -6 By H. Talghman

Ernest J. Chaffon, Solicitor
711 Evergreen Road
Severna Park, Maryland

Assignee's Sale

OF DESIRABLE FEE SIMPLE TWO STORY

ASBESTOS SHINGLE TWO STORY ALL YEAR ROUND WATERFRONT DWELLING, ENCLOSED PORCH PROPERTY

Situate on Lots 19 and 20, Section R, Bay Side Beach, 3rd District of Anne Arundel County, State of Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Alexander Xanthos and Helen Xanthos, his wife, to the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., a body corporate, dated the 4th day of November, 1955 and recorded among the Land Records of Arundel County in Liber GTC No. 978 folio 194 (default having occurred thereunder), and being duly assigned to Edward F. Dobihal, the undersigned Assignee, will sell at public auction on the premises,

Saturday, Oct. 1, 1960 at 11 A. M.

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

BEING known and designated as Lots Nos. 19 and 20, Section R as shown on a Revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as lots Nos. 19 and 20 in Section R on Plat No. 2 of Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 4, and which by Survey of Edward V. Coonan & Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the revised Plat of Bay Side Beach dated March 9, 1938 and running thence South 01 degrees 45 minutes East binding on the northeast side of Lake Drive 100 feet to lot No. 21, Section R of said Plat thence North 88 degrees 15 minutes East binding on said lot 221.75 feet to the waters of Chesapeake Bay thence North 13 degrees 31 minutes West binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence South 88 degrees 15 minutes West binding on said Lot 201 feet to the place of beginning.

The property will be sold subject to conditions, restrictions and agreements as set forth in Deed dated February 23, 1932 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 103, folio 128, from Charles C. Rittenhouse and wife, et al, unto Bruner R. Anderson, Trustee, and any further restrictions of record affecting same, if any.

TERMS OF SALE — A cash deposit of $1500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale.

EDWARD F. DOBIHAL,
Assignee
E. T. NEWELL & CO., INC.,
Auctioneers S-29

No

1

OFFICE

Maryland Gazette

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

LIBER 135 PAGE 100

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Assignee's Sale

Alexander Xanthos

Equity No. 13,981

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 October, 1960. The first insertion being made the 8th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
OCT -6 AM 9:34

By H. Tilghman

ERNEST J. CHAFFON, Solicitor
711 Evergreen Road
Severna Park, Maryland

Assignee's Sale

OF DESIRABLE FEE SIMPLE TWO STORY

ASBESTOS SHINGLE TWO STORY ALL YEAR ROUND WATERFRONT DWELLING, ENCLOSED PORCH PROPERTY

Situate on Lots 19 and 20, Section R, Bay Side Beach, 3rd District of Anne Arundel County, State of Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Alexander Xanthos and Helen Xanthos, his wife to the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., a body corporate, dated the 4th day of November, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 978 folio 194 (default having occurred thereunder), and being duly assigned to Edward F. Dobihal, the undersigned Assignee, will sell at public auction on the premises,

Saturday, May 6, 1961 at 11 A.M.

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

BEING known and designated as Lots Nos. 19 and 20, Section R as shown on a Revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2 of Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 4, and which by Survey of Edward V. Coonan & Co., dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the revised Plat of Bay Side Beach dated March 9, 1938 and running thence South 01 degrees 45 minutes East binding on the northeast side of Lake Drive 100 feet to lot No. 21, Section R of said Plat thence North 88 degrees 15 minutes East binding on said lot 221.75 feet to the waters of Chesapeake Bay thence North 13 degrees 31 minutes West binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence South 88 degrees 15 minutes West binding on said Lot 201 feet to the place of beginning.

The property will be sold subject to conditions, restrictions and agreements as set forth in Deed dated February 23, 1932 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 103, folio 128, from Charles C. Rittenhouse and wife, et al, unto Bruner R. Anderson, Trustee, and any further restrictions of record affecting same, if any.

TERMS OF SALE: A cash deposit of $1500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale.

EDWARD F. DOBIHAL
Assignee

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

M-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 101

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 8, 1961

We hereby certify, that the annexed

Assignee's Sale

Alexander Xanthos

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 May, 1961. The first insertion being made the 13th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -8 PM 3:56

By Tilghman

Edward F. Dobihal, Assignee	:	In the
vs	:	Circuit Court of
Alexander Xanthos and	:	Anne Arundel County
Helen Xanthos, his wife	:	Docket 18, folio 27 Case #12,998

Report of Sale

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Report of Sale of Edward F. Dobihal, Assignee of mortgage filed in the above entitled case respectfully shows:-

1. That after giving bond with security for the faithful discharge of his duties as such assignee, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital-Gazette Press, Inc., a newspaper printed and published in Anne Arundel County and in The Sun, a newspaper printed and published in Baltimore City, said Assignee, did pursuant to said notice on Saturday, the 6th day of May, 1961 at 11 o'clock A. M. attend on the premises and then and there sold all those Lots Nos. 19 and 20, Section R. Bay Side Beach, 3rd District of Anne Arundel County, State of Maryland and improvements thereon described in the mortgage filed in the above entitled cause under the powers therein conferred on him, which property is fully described in the attached advertisement of sale, unto Alexander Xanthos and Helen Xanthos, his wife, the highest bidders therefor at and for the price of eighteen thousand dollars cash upon ratification of sale and that said sale was fairly made and for the most money which could be obtained for said property.

Edward F. Dobihal
Edward F. Dobihal Assignee

STATE OF MARYLAND, City of Baltimore, to wit:-

I HEREBY CERTIFY, that on this 6th 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 County, personally appeared Edward F. Dobihal, Assignee, 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.

Robert L. Stocksdale
Robert L. Stocksdale Notary Public

ROBERT L. STOCKSDALE NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1961 MAY -9 AM 10:12

ERNEST J. CHAFFUN, Solicitor
711 Evergreen Road
Severna Park, Maryland

Assignee's Sale

OF DESIRABLE FEE SIMPLE TWO STORY

ASBESTOS SHINGLE TWO STORY ALL YEAR ROUND WATERFRONT DWELLING, ENCLOSED PORCH PROPERTY

Situate on Lots 19 eod 20, Section R, Bay Side Beach, 3rd District of Anoe Arundel County, State of Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Alexander Xanthos and Helen Xanthos, his wife to the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madisoo and Bradford Savings and Loan Association, Inc., a body corporate, dated the 4th day of November, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No 978 folio 194 (default having occurred thereunder), and being duly assigned to Edward F. Dobihal, the undersigned Assignee, will sell at public auction on the premises,

Saturday, May 6, 1961 at 11 A.M.

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

BEING known and designated as Lots Nos. 19 and 20, Section R as shown on a Revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as lots Nos. 19 and 20 io Section R on Plat No. 2 of Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 4, and which by Survey of Edward V. Coonan & Co., dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the revised Plat of Bay Side Beach dated March 9, 1938 and running thence South 01 degrees 45 minutes East binding on the northeast side of Lake Drive 100 feet to lot No. 21, Section R of said Plat thence North 88 degrees 15 minutes East bioding on said lot 221.75 feet to the waters of Chesapeake Bay thence North 13 degrees 31 minutes West binding thereon 102.14 feet to lot No. 18, Sectioo R on said Plat aod thence South 88 degrees 15 minutes West binding on said Lot 201 feet to the place of beginning.

The property will be sold subject to conditions, restrictions and agreements as set forth in Deed dated February 23, 1932 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 103, folio 128, from Charles C. Rittenhouse and wife, et al, unto Bruner R. Anderson, Trustee, and aoy further restrictions of record affecting same, if any.

TERMS OF SALE: A cash deposit of $1500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale.

EDWARD F. DOBIHAL
Assignee

E. T. NEWELL & CO., INC.,
Auctioneers M-4

LIBER 135 PAGE 103

ORDER NISI

LIBER 135 PAGE 104

Edward F. Dobihal, Assignee

versus

Alexander Xanthos and

Helen Xanthos, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,998 Equity

Ordered, this 9th day of May, 19 61, That the sale of the Property in these proceeding mentioned made and reported by Edward F. Dobihal, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

The report states that the amount of sale was $ 18,000.00

George T. Cromwell Clerk.

True Copy,
FILED
1961 MAY 9 10:12 A.M.

TEST: _____ Clerk.

(Final Order)

Edward F. Dobihal, Assignee

versus

Alexander Xanthos and

Helen Xanthos, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of June, 19 61 that the sale made and reported by the 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. Brooke Duckett
JUDGE.

FILED
1961 JUN 13 AM 10:55

10

O CE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 105

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12,998

Alexander Xanthos

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of June, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

No. M. G. 21209

FILED
1961 JUN -6 PM 1:58

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,998 Equity
Edward F. Dobihal, Assignee
versus
ALEXANDER XANTHOS and HELEN XANTHOS, his wife

Ordered, this 9th day of May, 1961, That the sale of the Property in these proceedings mentioned made and reported by Edward F. Dobihal, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

The report states that the amount of sale was $18,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-1

LIBER 135 PAGE 106

Edward F. Dobihal, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Alexander Xanthos and Helen Xanthos, his wife	:	ANNE ARUNDEL COUNTY
	:	Docket 18, Folio 27
	:	Case No. 12998

: : : : : : :

PETITION FOR RESALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edward F. Dobihal, Assignee, respectfully represents:

1. That after giving bond with security for the faithful discharge of his duty as such Assignee, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital Gazette Press, Inc., a newspaper published and printed in Anne Arundel County, and in The Sun, a newspaper published and printed in Baltimore City, said Assignee, did, pursuant to said notice , on Saturday, the sixth day of May, 1961, at 11:00 o'clock A.M., attend on the premises and then and there sold all those lots numbers 19 and 20, Section R, Bayside Beach, Third District of Anne Arundel County, State of Maryland, and improvements thereon described in a mortgage dated November 4, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 978, folio 194, from the said Alexander Xanthos and Helen Xanthos, his wife, unto the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., which said mortgage was duly assigned unto the said Edward F. Dobihal, the undersigned Assignee, filed in the above entitled cause, under the powers therein conferred on him, unto Alexander Xanthos and Helen Xanthos, his wife, at and for the sum of eighteen thousand dollars cash, upon ratification of said sale by this Court, the said Alexander Xanthos and Helen Xanthos, his wife, being the highest bidder therefor.

2. That said Alexander Xanthos and Helen Xanthos, his wife, paid to your Petitioner the sum of fifteen hundred dollars as a deposit at the time

FILED
1961 AUG -4 AM 9:45

1W

of said sale, in accordance with the terms of the advertisement, and this sale was reported to and duly ratified and confirmed by this Honorable Court the 13th day of June, 1961.

3. That your Petitioner has several times called upon said Alexander Xanthos and Helen Xanthos, his wife, to make settlement for said property so purchased, and to pay the balance of the purchase money therefor in accordance with the term and condition upon which the sale was made, however, said Alexander Xanthos and Helen Xanthos, his wife, to this day have failed to so settle said property.

4. That your Petitioner is of the opinion that said Alexander Xanthos and Helen Xanthos, his wife, do not intend to make said settlement for said property and since considerable time has elapsed since the ratification of sale, it would be to the best interest of the Plaintiff, holder of the mortgage on said property, the subject of the foreclosure proceedings, that said property be readvertised and resold at public auction for the account of, and at the risk of said Alexander Xanthos and Helen Xanthos, his wife.

WHEREFORE, YOUR PETITIONER PRAYS That this Honorable Court pass an Order requiring said Alexander Xanthos and Helen Xanthos, his wife, to show cause, if any, why the aforementioned fee-simple property described in the aforementioned mortgage should not be readvertised and resold in accordance with the terms and condition of the aforesaid mortgage, for the account of, and at the risk of Alexander Xanthos and Helen Xanthos, his wife.

AND AS IN DUTY BOUND, ETC.

Ernest J. Chaffon, Solicitor

Edward F. Dobihal, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, That on this 1st day of August, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Edward F. Dobihal, Assignee, and made oath in due form of Law, that the matters and facts set forth herein are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

ROBERT L. STOCKSDALE NOTARY PUBLIC BALTIMORE CO. MD.

Robert L. Stocksdale, Notary Public

13

ORDER

UPON the aforegoing Petition and Affidavit, it is this 4th day of August, 1961, by the Circuit Court of Anne Arundel County

ORDERED, that the said Alexander Xanthos and Helen Xanthos, his wife, show cause on or before the 25th day of August, 1961, why the property mentioned in these proceedings and so purchased as aforementioned should not be readvertised and resold by Edward F. Dobihal, Assignee, in accordance with the terms and provisions of the mortgage dated November 4, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 978, folio 194, from Alexander Xanthos and Helen Xanthos, his wife, unto the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., which mortgage was duly assigned unto Edward F. Dobihal, the within named Assignee, for the account of, and at the risk and expense of said Alexander Xanthos and Helen Xanthos, his wife, former purchasers, providing a copy of this Petition and Order be served upon said Alexander Xanthos and Helen Xanthos, his wife, on or before the 15th day of August, 1961.

Matthew L. Evans

FILED

1961 AUG -4 PM 12:05

14

LIBER 135 PAGE 109

Edward F. Dobihal, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
	:	ANNE ARUNDEL COUNTY
Alexander Xanthos and Helen Xanthos, his wife	:	Docket 18, Folio 27
	:	Case No. 12998

: : : : : : :

PETITION FOR SERVICE BY PUBLICATION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edward F. Dobihal, Assignee, respectfully represents:

1. That on the 4th day of August, 1961, this Honorable Court passed an Order in the aforementioned mortgage foreclosure proceedings directing Alexander Xanthos and Helen Xanthos, his wife, purchasers of fee-simple property known as Lots No. 19 and 20, Section R Bayside Beach, Third District of Anne Arundel County, State of Maryland, and improvements thereon described in a mortgage dated November 4, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 978, folio 194, from the said Alexander Xanthos and Helen Xanthos, his wife, unto the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., which said mortgage was duly assigned unto the said Edward F. Dobihal, Assignee, for purposes of foreclosure, to show cause on or before the 15th day of August, 1961, why the aforementioned property should not be readvertised and resold by the said Edward F. Dobihal, Assignee, for the account of and at the risk and expense of the said Alexander Xanthos and Helen Xanthos, his wife, purchasers as aforesaid, providing a copy of the Petition and Order for said readvertisement and resale be served upon said Alexander Xanthos and Helen Xanthos, his wife, on or before the 15th day of August, 1961.

2. That pursuant to said Order your Petitioner did cause a copy of the Petition, Affidavit and Order to be served on the said Alexander Xanthos, one of the purchasers mentioned in this Petition, on the 4th day of August, 1961.

FILED

1961 AUG 10 AM 9:36

3. That your Petitioner attempted to serve a copy of the Petition, Affidavit and Order on Helen Xanthos, one of the purchasers mentioned in the aforementioned Petition, and was unable to do so, the summons being returned non est due to the fact that said Helen Xanthos is a non-resident of the State of Maryland, and her address is unknown.

WHEREFORE, Your Petitioner prays that this Honorable Court pass an Order permitting Edward F. Dobihal, Assignee, to proceed against the said Helen Xanthos by means of Order of Publication, by causing a copy of this Order to be published in a newspaper of Anne Arundel County once in each of FOUR successive weeks for 4 weeks giving notice to the said absentee purchaser, Helen Xanthos, of the object and subetance of this Petition warning her to be and appear in this Court in person or by solicitor on or before the 20 day of October, 1961, to show cause, if any she may have, why the property mentioned in the aforesaid proceedings should not be readvertised and resold by the said Edward F. Dobihal, Assignee, in accordance with the terms and condition of the aforesaid mortgage for the account of and at her risk and expense.

AND AS IN DUTY BOUND, ETC.

Ernest J. Chaffon, Solicitor

Edward F. Dobihal, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, That on this 9th day of August, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Edward F. Dobihal, Assignee, and made oath in due form of Law, that the matters and facts set forth herein are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE ★ BALTIMORE CO., MD. ★ NOTARY PUBLIC

LIBER 135 PAGE 111

ORDER

UPON the aforegoing Petition and Affidavit, it is this 14th day of August, 1961, by the Circuit Court of Anne Arundel County

ORDERED, That Edward F. Dobihal, Assignee, by causing an ~~copy of this~~ Order of Publication to be inserted in a newspaper published in Anne Arundel County once a week in each of 4 successive weeks before the 18 day of September 1961, giving notice to the said non-resident, Helen Xanthos, of the object and substance of these proceedings and warning her to appear in this Court in person or by Solicitor on or before the 20th day of October, 1961, to show cause, if any she may have, why the property listed in the aforesaid proceedings should not be readvertised and resold by the said Edward F. Dobihal, Assignee, for the account of and at her risk and expense.

D. Bruce Duckett
Judge

FILED
1961 AUG 14 AM 11:15

17

Ernest J. Chaffon, Solicitor
711 Evergreen Road, Severna Park, Md.

LIBER 135 PAGE 112

In the Circuit Court for Anne
Arundel County Docket 18, folio 27
Edward F. Dobihal, Assignee, vs
Alexander Xanthos and Helen Xanthos, his wife
No. 12,998 Equity
Order of Publication

The object of the petitioner in the above entitled cause is to readvertise and resell the fee simple property known as Lots Nos. 19 and 20, Section R, Bayside Beach, 3rd District of Anne Arundel County, State of Maryland, described in a mortgage dated 11/4/55 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 978, folio 194 from Alexander Xanthos and Helen Xanthos, his wife, unto Madison and Bradford Streets Permanent Building Association of Baltimore City (now Madison and Bradford Savings and Loan Association, Inc.), which said mortgage was duly assigned unto the said Edward F. Dobihal, Assignee, for the purpose of foreclosure, sold on 5/6/61 at 11:00 A.M. on the premises unto Alexander Xanthos and Helen Xanthos, his wife, at public sale for the sum of $18,000.00; deposit of $1500 being paid by the purchasers at the time of sale; that said sale was reported to and duly ratified and confirmed by this Honorable Court; that said purchasers have failed to make settlement; and that by order dated the 14th day of August, 1961 passed by the Court, the said Alexander Xanthos and Helen Xanthos, his wife, were order to show cause on or before the 20th day of October, 1961 why said property so purchased by them should not be readvertised and resold for the account of and at the risk and expense of said Alexander Xanthos and Helen Xanthos, his wife; that said Helen Xanthos is a non-resident of the State of Maryland, whose present address is unknown.

It is hereby ordered by the Circuit Court of Anne Arundel County, this 14th day of August, 1961, that the Petitioner, by causing this order with the substance and object of this petition to be inserted in some newspaper published in Anne Arundel County once a week for 4 ~~consecutive~~ successive weeks before the 18th day of September, 1961 to give notice to said absent purchaser, Helen Xanthos of the objects and substance of this petition, warning her to be and appear in this Court in person or by Solicitor on or before the 20th day of October, 1961, to show cause, if any she may have, why said property should not be readvertised and resold at her risk and expense.

George T. Cromwell
George T. Cromwell, Clerk

~~Edward F. Dobihal, Assignee~~

FILED
1961 AUG 14 AM 11:59

18

ERNEST J. CHAFFON, Solicitor
711 Evergreen Road, Severna Park, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket 18, Folio 27

Edward F. Dobihal, Assignee, vs ALEXANDER XANTHOS and HELEN XANTHOS, his wife
NO. 12,998 EQUITY

Order Of Publication

The object of the petitioner in the above entitled cause is to re-advertise and resell the fee simple property known as Lots Nos. 19 and 20, Section R, Bayside Beach, 3rd District of Anne Arundel County, State of Maryland, described in a mortgage dated 11-4-55 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 978, folio 194 from Alexander Xanthos and Helen Xanthos, his wife, unto Madison and Bradford Streets Permanent Building Association of Baltimore City (now Madison and Bradford Savings and Loan Association, Inc.), which said mortgage was duly assigned unto the said Edward F. Dobihal, Assignee, for the purpose of foreclosure, sold on 5-6-61 at 11:00 A. M. on the premises unto Alexander Xanthos and Helen Xanthos, his wife, a public sale for the sum of $18,000.00; deposit of $1500 being paid by the purchasers at the time of sale; that said sale was reported to and duly ratified and confirmed by this Honorable Court; that said purchasers have failed to make settlement; and that by order dated the 14th day of August, 1961 passed by the Court, the said Alexander Xanthos and Helen Xanthos, his wife, were order to show cause on or before the 20th day of October, 1961 why said property so purchased by them should not be readvertised and resold for the account of and at the risk and expense of said Alexander Xanthos and Helen Xanthos, his wife; that said Helen Xanthos is a non-resident of the State of Maryland, whose present address is unknown.

It is hereby ordered by the Circuit Court of Anne Arundel County, this 14th day of August, 1961, that the Petitioner, by causing this order with the substance and object of this petition to be inserted in some newspaper published in Anne Arundel County once a week for 4 successive weeks before the 18th day of September, 1961 to give notice to said absent purchaser, Helen Xanthos of the objects and substance of this petition, warning her to be and appear in this Court in person or by Solicitor on or before the 20th day of October, 1961, to show cause, if any she may have, why said property should not be readvertised and resold at her risk and expense.

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

No. M

19

OFFICE

Maryland Gazette

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

LIBER 135 PAGE 113

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1961

We hereby certify, that the annexed
Order of Publication
Eq 12,998

Alexander Xanthos

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 September, 1961. The first insertion being made the 17th day of August, 1961.

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

FILED
1961 SEP 19 AM 11:47

LIBER 135 PAGE 114

Edward F. Dobihal, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Alexander Xanthos and Helen Xanthos, his wife	:	ANNE ARUNDEL COUNTY
	:	In Equity
	:	Docket 18, Folio 27 Case No. 12998
	:	

: : : : : : :

PETITION FOR RESALE OF PROPERTY

The Petition of Edward F. Dobihal, Assignee, respectfully represents:-

That by an Order of this Honorable Court dated the 4th day of August, 1961, upon a petition of said Assignee, Alexander Xanthos and Helen Xanthos, his wife, the purchasers of the property in these proceedings mentioned, were ordered to show cause on or before the 25th day of August, 1961, why said property should not be readvertised and resold for the highest bid obtainable for the account and at the risk and expense of the said Alexander Xanthos and Helen Xanthos, his wife, provided a copy of said Petition and Order be served upon Alexander Xanthos and Helen Xanthos, his wife on or before the 15thday of August, 1961.

That a copy of said Petition and Order was duly served on the said Alexander Xanthos on the 4th day of August, 1961.

That your Petitioner attempted to serve a copy of the Petition and Order on Helen Xanthos, wife of the said Alexander Xanthos, one of the purchasers mentioned in the aforementioned Petition, and was unable to do so, the summons being returned Non Est due to the fact that said Helen Xanthos is a non resident of the State of Maryland, and her address is unknown.

That by an Order of this Honorable Court dated the 14th day of August, 1961, upon petition of said Assignee, your Petitioner was permitted to proceed against the said Helen Xanthos by means of Order of Publication by causing a copy of this Order to be published in a newspaper printed in Anne Arundel County once in each of four successive weeks for four weeks giving notice to the said absentee purchaser, Helen Xanthos, of the object and substance of

FILED
1961 OCT 23 PM 1:55

20

said Petition, warning her to be and appear in this Honorable Court in person or by solicitor on or before the 20th day of October, 1961 to show cause, if any she may have, why the property mentioned in the aforesaid proceedings should not be readvertised and resold for the highest bid obtainable by the said Edward F. Dobihal, Assignee, in accordance with the terms and conditions of the mortgage filed in the aforesaid proceedings for the account and at the risk of said Helen Xanthos and Alexander Xanthos, her husband.

That the said Alexander Xanthos and Helen Xanthos, his wife, have not answered said Petition or otherwise shown any cause why said property should not be readvertised and resold, although the time for said show cause has expired.

WHEREFORE, your Petitioner prays Your Honor that the Order of 4th day of August, 1961, be made final and that he be authorized to readvertise and resell said property in accordance with the terms and conditions of the mortgage filed in these proceedings, for the account and at the risk and expense of the said Alexander Xanthos and Helen Xanthos, his wife.

AND AS IN DUTY BOUND, ETC.

Edward F. Dobihal

Edward F. Dobihal, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, That on this 21st day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Edward F. Dobihal, Assignee, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Robert L. Stocksdale

Robert L.Stocksdale, Notary Public

ROBERT L. STOCKSDALE NOTARY PUBLIC BALTIMORE CO., MD.

ORDER

It appears to the Honorable Court that a copy of the Petition and Order dated the 4th day of August, 1961, heretofore referred to, was served on the said Alexander Xanthos personally and by Order of Publication against the said Helen Xanthos, wife of said Alexander Xanthos, and no cause to the contrary having been shown, although the time allowed for in said Order has elapsed, it is

ORDERED by the Circuit Court of Anne Arundel County, this 24th day of October, 1961, that the aforegoing Order be and the same is hereby made absolute and that the property mentioned in said proceedings be readvertised and resold for the highest bid obtainable therefor, for the account and at the risk and expense of the said Alexander Xanthos and Helen Xanthos, his wife, former purchasers, as prayed.

O Bowie Duckett
Judge

FILED
1961 OCT 24 PM 4:12

AMENDED STATEMENT OF MORTGAGE CLAIM

LIBER 135 PAGE 117

Edward F. Dobihal, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Alexander Xanthos and Helen Xanthos, his wife	:	ANNE ARUNDEL COUNTY
	:	Case No. 12998 Docket 18, Folio 27
	:	

: : : : : : : :

Statement of Mortgage Debt

Original Mortgage	$20,000.00
Paid Off	5,798.15
Balance of Loan	$14,201.85
Interest for 9 months	1,153.89
Due to the Association	$15,355.74

Edward F Dobihal
Edward F. Dobihal, Assignee

Madison and Bradford Savings and Loan Association, Inc.

By: Henry R Elsnic
Henry R. Elsnic, Executive Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, That on this 30th day of October, 1961, before me, the subscriber, A Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Edward F. Dobihal, Assignee, the Plaintiff in the above entitled case, and Henry R. Elsnic, Executive Vice-President of Madison and Bradford Savings and Loan Association, Inc., and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Robert L Stocksdale
Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE ★ BALTIMORE CO., MD. ★

FILED

1961 NOV -9 AM 9:23

23

LIBER 135 PAGE 118

Edward F. Dobihal, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Alexander Xanthos and Helen Xanthos, his wife	:	ANNE ARUNDEL COUNTY
	:	Case No. 12998 Docket 18, Folio 27

: : : : : : : : : : :

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 Baltimore County, personally appeared Edward F. Dobihal, Assignee, Plaintiff, 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 a member of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward F. Dobihal

Edward F. Dobihal, Assignee

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

Robert L. Stocksdale

Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE ★ BALTIMORE CO., MD. ★ NOTARY PUBLIC

FILED

1961 NOV -9 AM 9:23

24

EDWARD F. DOBIHAL, Atty.,
6721 Harford Road
Baltimore, Md.

Assignee's Resale

OF DESIRABLE
FEE SIMPLE
TWO STORY
ASBESTOS SHINGLE TWO
STORY ALL YEAR ROUND
WATERFRONT DWELLING,
ENCLOSED PORCH PROPERTY

Situate on Lots 19 and 20, Section R, Bay Side Beach, 3rd District of Anne Arundel County, State of Maryland.

Pursuant to an Order of the Circuit Court of Anne Arundel County dated the 24th day of October, 1961, Docket 18, folio 27, the undersigned will sell at public auction on the premises, for the account and at the risk and expense of Alexander Xanthos and Helen Xanthos, his wife, former purchasers, and in accordance with the terms and conditions of a mortgage from Alexander Xanthos and Helen Xanthos, his wife, to the Madison and Bradford Streets Permanent Building Association of Baltimore City, now Madison and Bradford Savings and Loan Association, Inc., a body corporate, dated the 4th day of November, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 978, folio 194, (default having occurred under said mortgage) and duly assigned to Edward F. Dobihal, the undersigned.

Sat., Nov. 25, 1961
at 11:00 A. M.

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

BEING known and designated as Lots Nos. 19 and 20, Section R as shown on a Revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2 of Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 3, folio 4, and which by survey of Edward V. Coonan & Co., dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the revised Plat of Bay Side Beach dated March 9, 1938 and running thence South 01 degrees 45 minutes East binding on the northeast side of Lake Drive 100 feet to lot No. 21, Section R of said Plat thence North 88 degrees 15 minutes East binding on said lot 221.75 feet to the waters of Chesapeake Bay thence North 13 degrees 31 minutes West binding thereon 102.14 feet to lot No. 18. Section R on said Plat and thence South 88 degrees 15 minutes West binding on said Lot 201 feet to the place of beginning.

The property will be sold subject to conditions, restrictions and agreements as set forth in Deed dated February 23, 1932 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 103 folio 128, from Charles C. Rittenhouse and wife, et al, unto Bruner R. Anderson, Trustee, and any further restrictions of record affecting same, if any.

TERMS OF SALE: A cash deposit of $2500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement, taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale, documentary stamps to be paid by purchaser.

EDWARD F. DOBIHAL
Assignee
E. T. NEWELL & CO., INC.

N-21

No. 15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 119

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Assignee's Resale

Alexander Xanthos

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC -5 PM 2 19

By Hazel Tilghman

In the Case of LIBER 135 PAGE 120

Edward F. Dobihal,
Assignee
vs.
Alexander Xanthos
and
Helen Xanthos, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,998 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.

December 8, 1961

FILED
1961 DEC 11 AM 11:07

14

Dr. Edward F. Dobihal, Assignee vs. Alexander Xanthos and Helen Xanthos, his wife — in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	586	34	686	34
To Assignee for Court costs, viz:				
Clerk of Court - final Court costs	32	00		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	27	00	60	45
To Assignee for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	87	52		
Capital-Gazette Press - second advertisement of sale	96	24		
Capital-Gazette Press - order of publication	73	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising first sale	14	25		
The Sun - advertising second sale	15	90		
Fidelity & Deposit Co. of Md.-bond premium	80	00		
E. T. Newell & Co.,Inc. -auctioneer's fee	510	00		
One-half Federal documentary stamps	9	90		
One-half State documentary stamps	19	80		
Robert L. Stocksdale - notary fees	3	50	937	63
To Assignee for Taxes, viz:				
1961 State and County taxes adjusted - 4 months 6 days	111	98	111	98
To Madison and Bradford Savings and Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of Claim filed 11/9/61	15,355	74		
Interest @ 6% on principal balance of $14,201.85 from 10/31/61 to 1/15/62 - 2 months 15 days	177	53	15,533	27
To Advance Vending Co., Inc., second mortgagee - this balance on account claim filed	1,288	03	1,288	03
			18,617	70
Amount of second mortgage claim filed	1,946	39		
Interest @ 6% on principal balance of $1,700.00 from 6/18/61 to 1/15/62 - 7 months 28 days	67	44		
	2,013	83		
Cr. Amount allowed above	1,288	03		
Balance subject to decree in personam	725	80		

with

Edward F. Dobihal, Assignee

Cr.

1961						
May	6	Proceeds of Sale	18,000	00		
		Interest on deferred payment of $16,500.00 to 11/24/61	544	50	18,544	50
		Refund insurance premium - adjusted	73	20	73	20
					18,617	70

LIBER 135 PAGE 123

ORDER NISI

Edward F. Dobihal,
Assignee
VERSUS
Alexander Xanthos
and
Helen Xanthos, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,998 Equity.

ORDERED, This 11th day of December, 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 15th 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 15th day of January next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16 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.

V. Bowie Duckett

1962 JAN 16 [illegible]

1961 DEC 11 AM 11:07

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 124

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,998 Equity
EDWARD F. DOBIHAL, Assignee

VERSUS

ALEXANDER XANTHOS and HELEN XANTHOS, his wife

Ordered, this 11th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

D-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 12,998

Auditor Account

Alexander Xanthos

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JAN -3 PM 4:05

By Hazel Tilghman

No. M. G. 24437

30

LIBER 135 PAGE 125

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JACK D. MARTIN, and DONA J. MARTIN, his wife	:	ANNE ARUNDEL COUNTY

PETITION FOR FORECLOSURE No. 14,610.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents:

That on the 27th day of May, 1960, the defendant executed and delivered to The Prudential Insurance Company of America a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $13,800.00 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 mortgage is in default.

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

And as in duty, &c.

J. Cookman Boyd, Jr., Esq.
900 Aurora Federal Building
Baltimore 1, Maryland
SA 7-5770

Hugh K. Holmes, Esq.
Lake Shore
Anne Arundel County, Maryland
CL 5-0700

Attorneys for Plaintiff

FILED

1961 SEP 21 PM 12:25

FIC 1 161 624

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

BOOK 1401 PAGE 513

MORTGAGE

#5637
no 14,610 Equity

LIBER 135 PAGE 126

PURCHASE MONEY

THIS MORTGAGE, Made this 27th day of May, A. D. 1960, by and between JACK D. MARTIN and DONA J. MARTIN, His Wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The Prudential Insurance Company of America a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100--- Dollars ($ 13,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five&three-quarter per centum (5¾%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Prudential Insurance Company of America, in Newark, New Jersey ~~Maryland~~, or at such other place as the holder hereof may designate in writing, in monthly installments of EIGHTY AND 59/100----------Dollars ($ 80.59), commencing on the first day of July, 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 June, 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—55500—A

BEING known and designated as Lot No. 4 Block D as shown on plat entitled "Plat of Resubdivision of Part of Blocks C & E and All of Block D, Hillside Acres" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31, folio 12.

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 Lin View Manor, Inc. unto the Mortgagors herein.

FILED
1961 SEP 21 PM 12:25

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

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, **subject to the payment of an annual ground rent of $120.00 payable half-yearly on the 1st days of June and December in each and every year.**

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **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.

BOOK 1401 PAGE 515 LIBER 135 PAGE 128

4

5

BOOK 1401 PAGE 516 LIBER 135 PAGE 129

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John B. Garvey, 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 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 THIRTY-EIGHT------ 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:

Janet Darnall
JANET DARNALL

Jack D. Martin [SEAL]
JACK D. MARTIN

Dona J. Martin [SEAL]
DONA. J. MARTIN

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE COUNTY to wit: BOOK 1401 PAGE 517

I HEREBY CERTIFY, That on this the 27th day of May, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared JACK D. MARTIN and DONA. J. MARTIN, His Wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

At the same time also personally appeared John B. Garvey, Jr., 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.

Janet Darnall
Notary Public.
JANET DARNALL

My commission expires: May 1, 1961

11.00

Rec'd for record June 25, 1960 at 9:02 A.M.
Mailed to Garvey & Dixon

CHATTEL INDEX

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. 1 151 624

MORTGAGE

JACK D. MARTIN and DONA. J. MARTIN, HIS WIFE

TO

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Received for Record

at o'clock M., 19

Same day recorded in Liber No.

Folio , etc., one of the

Records of and examined per

Cost of Records, $ 11.00, Clerk.

No. Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner hereunder

Dated as amended

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

GARVEY & DIXON - Attorneys at Law
210 N. CALVERT STREET
BALTIMORE 2, MARYLAND

RECORDED IN LIBER GTC NO. 1401 FOLIO 513
GEO. T. CRAWELL CLERK

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JACK D. MARTIN and DONA J. MARTIN, his wife	:	ANNE ARUNDEL COUNTY

No. 14,610 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

J. COOKMAN BOYD, JR.

and made oath in due form of law that he has made inquiry as to the military status 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.

J. Cookman Boyd Jr.
Affiant.

Subscribed and sworn to before me
this 13th day of September 1961.

Ethel V. McKean
Notary Public
Ethel V. McKean

FILED

1961 SEP 21 PM 12:25

6

LIBER 135 PAGE 131

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JACK D. MARTIN, and DONA J. MARTIN, his wife	:	ANNE ARUNDEL COUNTY

No 14,610 Equity

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Prudential Insurance Company of America under mortgage from Jack D. Martin and Dona J. Martin, his wife, to The Prudential Insurance Company of America, dated the 27th day of May, 1960, and recorded among the Land Records of Anne Arundel County in Liber 1401, folio 513:

Principal Balance	$ 13,652.20
Interest at 5 3/4% per annum from April 1 to September 1, 1961	327.64
Interest to September 15, 1961	32.77
Charges for late payment at $2.44 per month	12.20
	$ 14,024.81
Escrow account (net credit)	6.56
Balance due as of September 15, 1961	$ 14,018.25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of September 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 J. Cookman Boyd, Jr., Agent 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.

As witness my hand and Notarial Seal.

Ethel V. McKean

Ethel V. McKean Notary Public

FILED

1961 SEP 21 PM 12:25

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JACK D. MARTIN, AND DONA J. MARTIN, his wife	:	ANNE ARUNDEL COUNTY

DECREE FOR SALE OF MORTGAGED PREMISES No. 14,616 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 22nd day of September, in the year nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Cookman Boyd, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises.

He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such 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

FILED
1961 SEP 25 PM 2:27

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 successors 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.

D. Bonn Dunlett

Bond no. 75 39 035

no. 14,610 Equity

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 11 PAGE 116

LIBER 135 PAGE 134

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Cookman Boyd, Jr., 900 Aurora Federal Bldg., Baltimore 1, Md. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand and 00/100 ($15,000.00) - - - - - - 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 12th day of September in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden J. Cookman Boyd, Jr. 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 The Prudential Insurance Company of America

vs.

Jack D. Martin & Dona J. Martin, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden J. Cookman Boyd, Jr.

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

Signed, sealed and delivered in the presence of:

Catherine N. Sitter

J. Cookman Boyd, Jr. (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony *As to Surety* By Joseph C. McHugh *Attorney-in-Fact*

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

FILED
1961 SEP 25 PM 2:31

Bond approved this 25 day of Sept., 1961
George T. Cromwell, Clerk

10

HUGH K. HOLMES
Lake Shore
Anne Arundel County, Mar
J. COOKMAN BOYD, JR
900 Aurora Federal Building
Baltimore 1, Maryland
Solicitors

Trustee's Sale

DESIRABLE LEASEHOLD DWELLING PROPERTY

5 CORONET DRIVE, North Linthicum, Anne Arundel County, Maryland

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in the case entitled The Prudential Insurance Company of America vs. Jack D. Martin and Dona J. Martin, his wife, (decree for sale of mortgaged premises), the undersigned Trustee will sell at public auction, on the premises, on

Monday, October 16, 1961 At 4 O'Clock P.M.

(Daylight Saving Time)

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

BEING known and designated as Lot No. 4 Block D as shown on plat entitled "Plat of Resubdivision of Part of Blocks C & E and All of Block D, Hillside Acres" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31, folio 12.

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

The size of the lot of ground is approximately 75' x 177'.

The improvements consist of ONE - STORY DETACHED FRAME DWELLING WITH ASBESTOS SHINGLE SIDING, WITH ATTACHED GARAGE.

The property is subject to an annual ground rent of $120.00, payable half-yearly on the 1st days of June and December in each and every year.

Terms of Sale: A cash deposit of $500.00 will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and special assessments, if any, and ground rent to be adjusted to day of sale.

J. COOKMAN BOYD, JR.,
Trustee
SAM W. PATTISON & CO.,
Auctioneers
Member of Auct. Assn. of Md., Inc.
O-12

No.

14610

OFFICE O

Maryland Gazette

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

LIBER 135 PAGE 135

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 16, 1961

We hereby certify, that the annexed Trustee's Sale

Jack D. Martin

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 21st day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 Oct
16 PM 4:13

By H. Tilghman

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY
JACK D. MARTIN, and DONA J. MARTIN, his wife	:	In Equity No. 14610
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Cookman Boyd, Jr., 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 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 16th day of October, 1961, at 4:00 o'clock P.M., attend on the premises and then and there sold the leasehold property known as No. 5 Coronet Drive, North Linthicum, Maryland, to The Prudential Insurance Company of America, at and for the sum of Fourteen Thousand Five Hundred Dollars ($14,500.00), being the highest price obtainable therefor.

J. Cookman Boyd, Jr.

State of Maryland, City of Baltimore, Sct:

I hereby certify that on this 24th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. Cookman Boyd, Jr., Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Ethel V. McKeon
Notary Public

1961 OCT 25 PM 12:21
FILED

12

LIBER 135 PAGE 137

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

vs.

JACK D. MARTIN and DONA J. MARTIN, his wife

EQUITY NO. 14610

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY.

DOCKET FOLIO

HUGH K. HOLMES
Lake Shore
Anne Arundel County, Maryland
J. COOKMAN BOYD, JR.
900 Aurora Federal Building
Baltimore 1, Maryland
Solicitors

Trustee's Sale

DESIRABLE LEASEHOLD DWELLING PROPERTY

5 CORONET DRIVE, North Linthicum, Anne Arundel County, Maryland

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in the case entitled The Prudential Insurance Company of America vs. Jack D. Martin and Dona J. Martin, his wife, (decree for sale of mortgaged premises), the undersigned Trustee will sell at public auction, on the premises, on

Monday, October 16, 1961 At 4 O'Clock P.M.

(Daylight Saving Time)

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

BEING known and designated as Lot No. 4 Block D as shown on plat entitled "Plat of Resubdivision of Part of Blocks C & E and All of Block D, Hillside Acres" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31, folio 12.

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

The size of the lot of ground is approximately 75' x 177'.

The improvements consist of ONE - STORY DETACHED FRAME DWELLING WITH ASBESTOS SHINGLE SIDING, WITH ATTACHED GARAGE.

The property is subject to an annual ground rent of $120.00, payable half-yearly on the 1st days of June and December in each and every year.

Terms of Sale: A cash deposit of $500.00 will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and special assessments, if any, and ground rent to be adjusted to day of sale.

J. COOKMAN BOYD, JR.,
Trustee
SAM W. PATTISON & CO.,
Auctioneers
Member of Auct. Assn. of Md., Inc.

O-12

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 16th day of October, 1961, sold the property described in the attached advertisement of sale at and for the sum of $14,500.00 to The Prudential Insurance Company of America being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Sam W. Pattison & Co. Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that Prudential Ins. Co. of America ~~has~~ this 16th day of October, 1961, purchased the property described in the attached advertisement of sale from J. Cookman Boyd, Jr. ~~Assignee of mortgage~~ Trustee, at and for the sum of $14,500.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test:

Harry E. Silverwood
Attorney for Purchaser
HARRY E. SILVERWOOD, JR.

WALTER S. LEVIN

1961 OCT 25 PM 12:35

13

ORDER NISI

LIBER 135 PAGE 138

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

versus

JACK D. MARTIN and DONA J. MARTIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,610 . Equity

Ordered, this 25th day of October, 19 61, That the sale of the property in these proceedings mentioned made and reported by J. Cookman Boyd, Jr., Trustee

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.

The report states that the amount of sale was $ 14,500.00.

Filed Oct.25,1961
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

versus

JACK D. MARTIN, and DONA J. MARTIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 6th day of December, 19 61, that the sale made and reported by the trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

14

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 139

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,610

Jack D. Martin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of December, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1961 DEC -5 PM 12:18

No. M. G. 237-95

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,610 Equity

The Prudential Insurance Company of America

versus

JACK D. MARTIN, and DONA J. MARTIN, his wife

Ordered, this 25th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by J. Cookman Boyd, Jr., Trustee

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.

The report states that the amount of sale was $14,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-21

In the Case of LIBER 135 PAGE 140

The Prudential Insurance Company of America

vs.

Jack D. Martin and Dona J. Martin, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,610 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

December 8, 1961

FILED

1961 DEC 12 AM 11:37

Dr. The Prudential Insurance Company of America vs. Jack D. Martin and Dona J. Martin, his wife in ac.

To Trustee for Fee, in lieu of fee and commissions as agreed, viz:	250	00	250	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	18	00		
			56	00
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	12	25		
Baltimore News-Post - advertising sale	9	75		
Fidelity & Deposit Co. of Md.-bond premium	60	00		
Sam W. Pattison & Co. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	98		
One-half State documentary stamps	15	95		
Ethel V. McKean - notary fees	1	50	235	95
To Trustee for Ground Rent, viz:				
Semi-annual ground rent ($60.00) due 12/1/61 - 4 months 15 days	45	00	45	00
To The Prudential Insurance Company of America, mortgagee - this balance on account mortgage claim	14,095	12	14,095	12
			14,682	07
Amount of mortgage claim filed	14,018	25		
Interest @ 5-3/4% on principal balance of $13,652.20 from 9/15/61 to 1/15/62 - 4 months	261	67		
	14,279	92		
Cr. Amount allowed above	14,095	12		
Balance subject to decree in personam	184	80		

17

with J. Cookman Boyd, Jr., Trustee Cr.

1961						
Oct.	16	Proceeds of Sale	14,500	00		
		Interest on deferred payment of $14,000.00 to12/6/61 - 51 days	119	00	14,619	00
		Refund 1961 State and County taxes ($250.50) - 2 months 15 days	52	19		
		Refund 1961 water and sewer benefit charges ($52.22) - 2 months 15 days	10	88	63	07
					14,682	07

81

LIBER 135 PAGE 143

ORDER NISI

The Prudential Insurance Company of America

VERSUS

Jack D. Martin

and

Dona J. Martin, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,610 Equity.

ORDERED, This 12th day of December, 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 15th 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 15th day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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.

FILED

1962 JAN 16 PM 12:12

D. Bowie Duckett

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 144

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,610

Auditor Account

Jack D. Martin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 24636

FILED By Hazel Tilghman

1962 JAN -3 PM 4:00

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,610 Equity

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

VERSUS

JACK D. MARTIN and DONA J. MARTIN, his wife

Ordered, this 12th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL Clerk

True Copy. TEST:

GEORGE T. CROMWELL Clerk

D-28

MARVIN I. ANDERSON *
Attorney Named in Mortgage

Plaintiff *

vs. *

DANIEL S. SISSON and *
AMY M. SISSON, his wife
North Beach Park, Maryland *

Defendants *

NO. 14,568 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

LIBER 135 PAGE 145

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

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above case, file the original mortgage and statement of mortgage claim, non-military affidavit and enter my appearance for the plaintiff.

Marvin I. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1961 AUG 30 PM 3:04

/.

MORTGAGE FEE—CITY OR COUNTY—Form 10.

LIBER 907 PAGE 150

No. 14,568 Equity

LIBER 135 PAGE 146

THIS Purchase Money MORTGAGE, Made this first day of ~~February~~ March - - - - - - - - - -

in the year nineteen hundred and fifty-five - - - - - - by and between DANIEL S. SISSON and AMY M. SISSON, his wife, -

Mortgagor s of the County of Anne Arundel in the State of Maryland, of the first part, and CLIFTON G. RICKARD and EDITH C. RICKARD, his wife, - , Mortgagee s, of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full and just sum of Twenty five hundred dollars, being the balance of the purchase money for theproperty hereinafter described, for the proper payment whereof the said Mortgagors have passed to the said Mortgagees their joint and several promissory note of even date herewith for the sum of Twenty-five hundred dollars, with interest thereon at the rate of six per centum per annum. payable Twenty-five dollars monthly on the day of each succeeding month, until the full amount is paid, said payments to be applied first to the payment of interest at the rate of six per centum per annum on the unpaid balance and the balance on account of the unpaid principal. The said Mortgagors to have the right and privilege of making larger payments or paying all of said indebtedness at any time.

ANDWHEREAS, the execution of these presents to secure the payment of the aforesaid note was a condition precedent to said indebtedness.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Daniel S. Sisson and Amy M. Sisson, his wife, - do grant and convey unto Clifton G. Rickard and Edith C. Rickard, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all those two - - - - lots or parcel s of ground situate and lying in the Eighth Election District of Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~ being lots Numbers One (1) and Two (2) in Block 14 in the Subdivision known as "North Beach Park", a re-subdivision of Point Addition to North Beach, said plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 2 folio 70, then filed in Plat Cabinet No. 1 Rod, 1, plat 10, now filed in Book No. 3 folio 26.

BEING the same property which was conveyed to the said Daniel S. Sisson and Amy M. Sisson, his wife, by Clifton G. Rickard and Edith C. Rickard, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage. Subject, however, to the operation, lien and effect of a mortgage from the said Daniel S. Sisson and Amy M. Sisson, his wife, to the Bowie Building Assocation, Inc. dated March 1, 1955, and intended to be recorded among said Land Records prior to the recording of this mortgage.

FILED 1961 AUG 30 PM 3:04

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, as tenants by the entireties, their heirs and assigns, forever.

Provided, that if the said Mortgagors for themselves and for their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twenty-five hundred dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees their personal representatives, or a ns, or Marvin I. Anderson th duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of 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 Marvin I. Anderson 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 Twenty-five hundred - - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder; said policy to be in some good company satisfactory to the said mortgagee and deliver said policy or policies to the said Mortgagees ~~Witness~~ ~~hand and seal~~ their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Jessie W. Joyner

Jessie W. Joyner

Daniel S. Sisson [SEAL]
Daniel S. Sisson

Amy M. Sisson [SEAL]
Amy M. Sisson

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY TO WIT - - - ss:

I Hereby Certify, that on this first day of ~~February~~ March - - - in the year one thousand nine hundred and fifty-five - - - before me, a Notary Public - - - - - of the State of Maryland, in and for the County - - - - - - - aforesaid, personally appeared Daniel S. Sisson and Amy M. Sisson, 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 Clifton G. Rickard and 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.

Witness my hand and seal Notarial,

Recorded-3rd-March-1955-at-11-A.M.

Jessie W. Joyner Notary Public

JESSIE W. JOYNER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

MARVIN I. ANDERSON Attorney named in Mortgage	*	NO. 14568 EQUITY
Plaintiff	*	IN THE
v.	*	CIRCUIT COURT
DANIEL S. SISSON and AMY M. SISSON, his wife	*	FOR
Defendant	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

STATEMENT OF MORTGAGE CLAIM

STATEMENT of mortgage claim of CLIFTON G. RICKARD and EDITH C. RICKARD, his wife, mortgagees, under mortgage from DANIEL S. SISSON and AMY M. SISSON, his wife, dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 150:

Principal amount of indebtedness	$2,005.27
Interest to	
Additional interest	
Taxes due and unpaid to County	
1960 (interest through August 1961)	$183.30
1961 (interest through August 1961)	180.68
Additional interest on unpaid taxes	
Insurance	

x Clifton G. Rickard
Clifton G. Rickard

Edith C. Rickard
Edith C. Rickard

STATE OF MARYLAND, COUNTY, TO WIT:

I hereby certify that on this 28th day of August in the year nineteen hundred sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Clifton G. Rickard and Edith C. Rickard, his wife, and made oath that the foregoing is a true

FILED
1961 AUG 30 PM 3:04

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

5

LIBER 135 PAGE 150

statement of the amount of the mortgage claim under the mortgage filed in the foregoing cause now remaining due and unpaid.

As witness my hand and seal Notarial.

Dorothy S. Loughrey
Notary Public

Comm exp 5/6/63

LIBER 135 PAGE 151

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 28th day of August, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel County~~, Prince Georges County,

Clifton G. Rickard and Edith C. Rickard, his wife.

Clifton G. Rickard Edith C. Rickard

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.)

Daniel S. Sisson, (deceased) and

Amy M. Sisson, his wife, who is employed in the United States Government Service

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 28th day of August, 1961.

Notarial Seal

Dorothy S. Langhorne
Notary Public

My Commission will expire on: May 6, 1963

Filed,

FILED
1961 AUG 30 PM 3:04

7

LIBER 11 PAGE 123 LIBER 135 PAGE 152

MARVIN I. ANDERSON
Attorney Named in Mortgage

Plaintiff

vs.

DANIEL S. SISSON and
AMY M. SISSON, his wife
North Beach Park, Maryland

Defendants

NO. 14,568 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* * * * * * * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson 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 Eight thousand ($8,000.00) dollars, to be paid to the 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 28th day of September in the year nineteen hundred and sixty-one.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Daniel S. Sisson and Amy M. Sisson, his wife, to Clifton G. Rickard and Edith C. Rickard, his wife, dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 150, and,

WHEREAS, default having occurred in the payment of said mortgage debt, and expenses, the said Marvin I. Anderson, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Marvin I. Anderson, 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.

FILED
SEP 28 AM 11:41
1961

Bond approved this 28 day of September, 1961
George T. Cromwell, Clerk

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

8

IN TESTIMONY WHEREOF, the above bounden, Marvin I. Anderson, has 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 above written.

Signed, sealed, and
delivered in the presence of

Barbara L. Santos

Marvin I. Anderson (SEAL)

NATIONAL SURETY CORPORATION

By: Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

ANDERSON & ANDERSON
Attorneys
92 Franklin Stree
Annapolis, Marylau.

Attorney's Sale

Of Chesapeake Bay Beach Front Property at North Beach Park, Eighth District, Anne Arundel County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Daniel S. Sisson and wife to Clifton G. Rickard and wife dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 150, the undersigned Attorney named in said mortgage to make sale of the property therein described, default in said mortgage having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tues., October 10, 1961 at 10 o'clock A. M.

All those two lots known and designated as lots 1 and 2 in Block 14 in the Subdivision known as "North Beach Park" a re-subdivision of Holland Point Addition to North Beach, as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 70, then filed in Plat Cabinet No. 1, Rod 1, plat 10, and now filed in Plat Book No. 3, folio 26. Subject to the restrictions of record.

Improved by a dwelling with two bedrooms, knotty pine paneled living room with fireplace, fully equipped kitchen, masonry construction, screened porch across front facing on Bay. All utilities and oil heat. Four blocks from Rose Haven Yacht Club.

TERMS OF SALE: The property will be sold subject to a first mortgage from Daniel S. Sisson and wife to the Bowie Building Association dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 907 folio 147, the balance due thereon will be announed at the time of sale. A deposit of $750.00 will be required of the purchaser at the time of sale, balance of the purchase money, including interest at the rate of 6 per cent to be paid in cash on ratificiation of sale. Taxes to be adjusted to day of sa'

For further particulars apply to

MARVIN I. ANDERSON,
Attorney at Law
92 Franklin Street
Annapolis, Maryland
GEORGE W. SCIBLE
Auctioneer

No. 10

25

OFFICE OF 14,568

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 154

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1961

We hereby certify, that the annexed

Attorney's Sale

Clifton G. Rickard

was published in

Maryland Gazette

FILED 1961 OCT 6 PM 12 57

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1961. The first insertion being made the 14th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ANDERSON & ANDERSON
Attorneys, 92 Franklin Street
Annapolis, Maryland

LIBER 135 PAGE 155

Attorneys sale of Chesapeake Bay Beach Front Property
at North Beach Park, Eighth District, Anne Arundel County, Maryland

Under and by virtue of a power of sale contained in a mortgage from Daniel S. Sisson and wife to Clifton G. Rickard and wife dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 150, the undersigned Attorney named in said mortgage to make sale of the property therein described, default in said mortgage having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

OCTOBER 10th, 1961
at 10 o'clock A.M.

All those two lots known and designated as lots 1 and 2 in Block 14 in the Subdivision known as "North Beach Park" a re-subdivision of Holland Point Addition to North Beach, as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 70, then filed in Plat Cabinet No. 1, Rod 1, plat 10, and now filed in Plat Book No. 3, folio 26, subject to the restrictions of record.

Improved by a dwelling with two bedrooms, knotty pine paneled living room with fireplace, fully equipped kitchen, masonry construction, screened porch across front facing on Bay. All utilities and oil heat. Four blocks from Rose Haven Yacht Club.

Terms of Sale: The property will be sold subject to a first mortgage from Daniel S. Sisson and wife to the Bowie Building Association dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 147, the balance due thereon will be announced at the time of sale. A deposit of $750.00 will be required of the purchaser at the time of sale, balance of the purchase money, including interest at the rate of 6% to be paid in cash on ratification of sale. Taxes to be adjusted to day of sale.

For further particulars apply to

George W. Scible
Auctioneer

Marvin I. Anderson,
Attorney at Law
92 Franklin Street
Annapolis, Maryland

FILED
1961 OCT 10 PM 3:08

EXHIBIT "A"

11

LIBER 135 PAGE 156

This is to certify that I (We) have this day purchased from Marvin I. Anderson Attorney, at public auction the property herein described at and for the sum of Seven hundred fifty dollars Dollars and I (we) agree to comply with the terms of sale.

Witness my (our) hand and seal this 10th day of October, 1961.

Clifton G. Rickard (SEAL)

Witness:

Marvin I. Anderson

Edith C. Rickard (SEAL)

This is to certify that I have this day sold at public Auction for Marvin I. Anderson, Attorney the property herein described to Clifton G. Rickard & Edith C. Rickard, wife at and for the sum of Seven hundred fifty Dollars, he (they) being at that price the highest bidder subject to 1st Mortg held by Bowie Bldg. Assoc.

Witness my hand and seal this 10th day of October, 1961.

Witness:

Marvin I. Anderson

[illegible] (SEAL)
Auctioneer

FILED

1961 OCT 10 PM 3:08

MARVIN I. ANDERSON Attorney Named in Mortgage	*	NO. 14,568 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
	*	FOR
DANIEL S. SISSON and AMY M. SISSON, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	

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

ATTORNEY'S REPORT OF SALE

The Report of Sale of Marvin I. Anderson, the Attorney named in the mortgage, respectfully shows:

That after giving bond for the faithful discharge of his duties under the powers of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for four successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did pursuant to said notice, attend at the Court House door, Church Circle, Annapolis, Maryland, on Tuesday, October 10, 1961, at 10 o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all those two lots known and designated as lots 1 and 2 in Block 14 in the Subdivision known as "North Beach Park" a re-subdivision of Holland Point Addition to North Beach, as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 70, then filed in Plat Cabinet No. 1, Rod 1, plat 10, and now filed in Plat Book No. 3, folio 26, subject to the restrictions of record.

FILED
1961 OCT 10 PM 3:08

Law Offices
NDERSON & ANDERSON
Annapolis, Md.

Being all of the same property which was conveyed by Clifton G. Rickard and Edith C. Rickard, his wife to the said Daniel S. Sisson and Amy M. Sisson, his wife, by deed dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 145.

Together with the improvements thereon; improved by a dwelling with two bedrooms, knotty pine paneled living room with fireplace, fully equipped kitchen, masonry construction, screened porch across front facing on Bay. All utilities and oil heat, to Clifton G. Rickard and Edith C. Rickard, his wife, for the sum of Seven hundred fifty dollars ($750.00) and subject to a first mortgage from Daniel S. Sisson and wife to the Bowie Building Association, Inc., dated March 1, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 147, the balance due thereon being Five thousand one hundred thirty-nine dollars and sixty-two cents ($5,139.62), they being the highest bidders for the property. A copy of the hand bill, Purchasers' agreement, and Auctioneer's certificate is filed herewith, marked "Exhibit A".

Marvin I. Anderson
Attorney Named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of October, in the year Nineteen hundred sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Marvin I. Anderson, the Attorney named in the aforesaid mortgage and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was

14

fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

Rosemond S. Coffin Notary Public

ROSEMOND S. COFFIN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

ORDER NISI

Marvin I. Anderson, Attorney
Named in Mortgage

versus

Daniel S. Sisson and
Amy M. Sisson, his wife

LIBER 135 PAGE 160

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,568 Equity

Ordered, this 10th day of October, 19 61, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney named in Mortgage

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.

The report states that the amount of sale was $ 750.00.

Filed October 10, 1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

Marvin I. Anderson, Attorney
Named in Mortgage

versus

Daniel S. Sisson and
Amy M. Sisson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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 21 PM 3:02

18

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 161

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,568

Daniel S. Sisson

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 November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By H. Tilghman

1961 NOV 14 PM 1:09

No. M.G. 23732

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,568 Equity
MARVIN I. ANDERSON, Attorney Named in Morgage
VERSUS
DANIEL S. SISSON and AMY M. SISSON, his wife

Ordered, this 10th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney named in mortgage 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.

The report states that the amount of sale was $750.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-9

,7

In the Case of

LIBER 135 PAGE 162

Marvin I. Anderson,
Attorney named in Mortgage
vs.
Daniel S. Sisson
and
Amy M. Sisson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,568 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 27, 1961

FILED

1961 DEC -4 PM 4:30

(8)

Dr. Marvin I. Anderson, Attorney named in Mortgage vs. Daniel S. Sisson and Amy W. Sisson, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	46	50	146	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Barrett Printing Co., Inc. - handbills	15	97		
National Surety Corp. - bond premium	32	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Dorothy S. Loughrey - notary fees	1	00		
Rosamond S. Coffin - notary fee		50	171	12
To Attorney for Taxes, viz:				
1960 State and County taxes	186	67		
1961 State and County taxes ($184.17)- 283 days	141	50	328	17
To Clifton G. Richard and Edith C. Rickard, his wife, mortgagees - this balance on account mortgage claim	52	71	52	71
			750	00
Amount of mortgage claim filed	2,005	27		
Cr. Amount allowed above	52	71		
Balance subject to decree in personam with interest	1,952	56		

19

with

Marvin I. Anderson, Attorney named in Mortgage

Cr.

1961				
Oct.	10	Proceeds of Sale	750 00	750 00
				750 00

20

LIBER. 135 PAGE 165

ORDER NISI

Marvin I. Anderson,

Attorney named in Mortgage

VERSUS

Daniel S. Sisson

and

Amy M. Sisson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,568 Equity.

FILED 1961 DEC -4 PM 4:30

ORDERED, This 4th day of December, 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 8th 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 8th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 JAN -9 PM 3:50

D Brian Duckett

21

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 166

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,568 Equity
Marvin I. Anderson,
Attorney named in Mortgage
versus
DANIEL S. SISSON and
AMY M. SISSON, his wife

Ordered, this 4th day of December, 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 8th 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 8th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
D-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed Order Nisi Eq 14,568 Auditor Account Daniel S Sisson

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 8th day of January, 1962. The first insertion being made the 7th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 JAN -3 PM 4:00

By Hazel Tilghman

No. M.G. 24388

2

LIBER 135 PAGE 167

JAMES W. BLACKHURST, Attorney named in Mortgage	*	IN THE
vs.	*	CIRCUIT COURT
LEWIS BROWN and MURIEL BROWN, his wife Woodholme Road Pasadena, Maryland	*	FOR ANNE ARUNDEL COUNTY
	*	NO. 14,564. EQUITY

* * *

Mr. Clerk:

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

Mortgage dated October 14, 1960, from Lewis Brown and Muriel Brown, his wife, to County Trust Company of Maryland, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1432 folio 48.

James W. Blackhurst

James W. Blackhurst, Attorney named in Mortgage
1 Central Avenue, Southwest
Glen Burnie, Maryland
SOuthfield 6-8370

FILED

1961 AUG 30 AM 9:05

City—County Direct Reduction

No. 14,564 Equity

BOOK 1432 PAGE 48 LIBER 135 PAGE 168
OCT 14 1960

This Mortgage, Made this _____ day of _____, in the year one thousand, nine hundred and ~~sixty~~, between

LEWIS BROWN and MURIEL BROWN, his wife

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

COUNTY TRUST COMPANY OF MARYLAND a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors stand bona fide indebted to the Mortgagee in the full and just sum of Six thousand five hundred dollars ($6,500.00) for money this day loaned by the Mortgagee to the Mortgagors, which sum is due and payable seven (7) years after the date hereof with interest thereon at the rate of six per cent (6%) per annum, principal and interest being payable at the office of the Mortgagee in Glen Burnie, Maryland, or at such other place as the holder hereof may designate in writing, and the Mortgagors covenant to pay unto the Mortgagee no lesser amount than One hundred ten dollars ($110.00) on or before the first day of each and every month during the aforesaid term of this mortgage and the said installments may be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

5439

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.

AND it is further agreed that the said Mortgagors may have the privilege of paying any additional amount in excess of the stipulated payments.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, in said State, and described as follows:

BEGINNING for the same and being known and designated as Lots Nos. 21 and 22, as shown on the "Plat of Woodholme", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat 14.

BEING the same property which was granted and conveyed to Lewis Brown by deed dated August 18, 1954, by Charles L. Pumphrey and Edna G. Pumphrey, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 859, folio 249.

Deed 6/10/57 - L.T.C. 1/26 folio 426

RECORDATION TAX ACT OF 1947 $11.00 — RECORDATION TAX ACT OF 1947 $2.00 — RECORDATION TAX ACT OF 1947 $1.10 $1.10

OCT 19 1960

14.30

FILED

1961 AUG 30 AM 9:05 "PLAINTIFF'S EXHIBIT A"

2

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $x~~ _____.

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 _____ and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs _____ 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 pa[illegible] shall then be added to the principal debt [illegible]ned herein and bear interest at

the rate of Six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, it successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs 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 Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagees written consent, or should the same be encumbered by the Mortgagor s, their heirs 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.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Grafton Lee Brown, Jr., or James W. Blackhurst, as 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 One Hundred ($100) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their heirs or assigns, or to whoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagor s.

WITNESS:

Edwin C. Adkins
EDWIN C. ADKINS

Lewis Brown (SEAL)
LEWIS BROWN

(SEAL)

Muriel Brown (SEAL)
MURIEL BROWN

(SEAL)

STATE OF MARYLAND, OCT 14 1960 CITY OF BALTO., MD., to wit:

I HEREBY CERTIFY that on this OCT 14 1960 day of October, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for CITY OF BALTO., MD., personally appeared LEWIS BROWN and MURIEL BROWN, his wife

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared EDWIN C. ADKINS Vice -, 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.

JOHN WELLER
NOTARY PUBLIC
BALTIMORE CITY, MD.

John Weller
Notary Public.
JOHN WELLER

Notary Commission Expires on May 1, 1961

9.00.

Rec'd for record Oct. 19 1960 at 11:47 A.M.
Mailed to Blackhurst + Brown

4

STATEMENT OF MORTGAGE CLAIM

LIBER 135 PAGE 171

JAMES W. BLACKHURST, Attorney named in Mortgage

vs.

LEWIS BROWN and MURIEL BROWN, his wife
Woodholme Road
Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 14,564 Equity

STATEMENT OF MORTGAGE DEBT

Amount of original Mortgage	$ 6,500.00
Paid on Mortgage	880.00
Balance due as of	$ 5,869.04 as of June 14, 1961
Daily Interest Accrual	Interest from June 14, 1961 to August 24, 1961 - $69.46. Thereafter interest will accrue at the rate of $.16 (sixteen cents) per day.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 24th 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 John Weller Cashier of the County Trust Company of Maryland 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 AUG 30 AM 9:05

My Commission Expires May 6, 1963

As witness my hand and Notarial Seal,

Virginia G. Bohrmann
Notary Public

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

LIBER 135 PAGE 172

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,594.

Docket 19 Folio 462

JAMES W. BLACKHURST, Attorney named in Mortgage

vs.

LEWIS BROWN and MURIEL BROWN his wife
Woodholme Road
Pasadena, Maryland

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John Weller, Cashier, County Trust Company of 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.

John Weller

John Weller, Cashier *Affiant.*

Subscribed and sworn to before me

this 24th day of August 1961

Virginia G. Zebrauskas

Notary Public

Virginia G. Zebrauskas

My Commission Expires May 6, 1963

FILED

1961 AUG 30 AM 9:06

6

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 135 PAGE 173

LIBER 11 PAGE 108

Bond No. 355929

BOND

NO. 14,564 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, JAMES W. BLACKHURST 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 AND NO/100 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 18th day of September, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Lewis Brown and Nuriel Brown, his wife, to County Trust Company of Maryland bearing date on or about the 14th day of October, 1960, the said James W. Blackhurst 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 James W. Blackhurst ---------- 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 19 day of September, 1961

George T. Cromwell, Clerk

WITNESS:

Ethel M. Carle

Ethel M. Carle

James W. Blackhurst (SEAL)

James W. Blackhurst PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John R. Hopkins, IV

John R. Hopkins, IV, Attorney-in-fact

SURETY

FILED

SEP 19 AM 11:19

7

E. T. NEWELL & CO., INC. - - - - - - - - - - - - - - - Auctioneer

BLACKHURST & BROWN, Solicitors
1 Central Avenue, S.W.
Glen Burnie, Maryland

LIBER 135 PAGE 174

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Lewis Brown and Muriel Brown, his wife to County Trust Company of Maryland, Glen Burnie, Maryland, dated October 14, 1960, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1432, Folio 48 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

FRIDAY, SEPTEMBER 29, 1961

at 11:00 A.M.

all those fee simple lots of ground situate and lying in the Third Election District, Anne Arundel County, described as follows:

BEGINNING for the same and being known and designated as Lots Nos. 21 and 22, as shown on the "Plat of Woodholme," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat 14.

Together with the buildings thereupon and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining; subject to restrictive covenants, and/or utility agreements of record affecting the property.

The improvements consist of a one story bungalow, five rooms and bath.

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

JAMES W. BLACKHURST
Attorney Named in Mortgage

FILED

1961 OCT -2 AM 9:38

LIBER 135 PAGE 175

I HEREBY CERTIFY, That Joseph F. Hesch and Fanny L. Hesch did this 29th day of September, 1961, purchase the within described property from James W. Blackhurst Attorney named in Mortgage at and for the sum of Seven thousand eight hundred ($7,800.) and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

Joseph F. Hesch
Fanny L. Hesch
Joseph F. Hesch and Fanny L. Hesch

I HEREBY CERTIFY, That I did sell at Public Auction on Friday, September 29, 1961, 11:00 a.m., the property described on the reverse side of this handbill belonging to Lewis Brown and Muriel Brown, his wife, at and for the sum of Seven thousand Eight hundred dollars and No/100 ($7,800.00) the successful bidder being Joseph F. Hesch and Fanny L. Hesch and the sale was fairly made.

E. T. NEWELL & CO., INC.

By Wm Murray White
William Murray White

FILED

1961 OCT -2 AM 9:38

IN THE MATTER OF THE	*	IN THE
SALE OF THE MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
LEWIS BROWN and MURIEL BROWN, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14,564 EQUITY
	* * *	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Attorney named in mortgage dated October 14, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1432 folio 48, from Lewis Brown and Muriel Brown, his wife, to County Trust Company of Maryland, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond, with security for this faithful discharge of his duties, 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 twenty days preceeding the day of sale, said Attorney named in Mortgage, did pursuant to said notice, on Friday, September 29, 1961, at 11:00 a.m. attend on the premises, and then and there sold the fee simple property described in the Mortgage filed in the above entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale unto Joseph F. Hesch and Fanny L. Hesch, the highest bidder therefor, at and for the sum of Seven thousand eight hundred dollars ($7,800.00), cash upon ratification of sale.

James W. Blackhurst
James W. Blackhurst
Attorney named in Mortgage

FILED
1961 OCT -2 AM 9:38

BLACKHURST & BROWN
Solicitors
1 Central Avenue, S. W.
Glen Burnie, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Lewis Brown and Muriel Brown, his wife to County Trust Company of Maryland, Glen Burnie, Maryland, dated October 14, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C No. 1432 folio 48, (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Friday, Sept. 29, 1961
at 11 A. M.

all those fee simple lots of ground situate and lying in the Third Election District, Anne Arundel County, described as follows:

BEGINNING for the same and being known and designated as Lots Nos. 21 and 22, as shown on the "Plat of Woodholme", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat 14.

Together with the buildings thereupon and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining; subject to restrictive covenants, and—or utility agreements of record affecting the property.

The improvements consist of a one story bungalow, five rooms and bath.

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

JAMES W. BLACKHURST
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

S-28

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

I HEREBY CERTIFY, That on this 29th day of September, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared JAMES W. BLACKHURST, Attorney named in Mortgage, filed in above entitled cause, 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.

GRAFTON F. BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notary Public

ORDER NISI

LIBER 135 PAGE 178

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEWIS BROWN AND MURIEL BROWN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,564 Equity

Ordered, this 2nd day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by James W. Blackhurst, 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 $7,800.00.

Filed Oct.2,1961

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Lewis Brown and Muriel Brown, his wife

versus

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.

V. Bruce Duckett

JUDGE.

FILED

1961 NOV -7 PM 3:24

12

BLACKHURST & BROWN
Solicitors
1 Central Avenue, W.
Glen Burnie, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Lewis Brown and Muriel Brown, his wife to County Trust Company of Maryland, Glen Burnie, Maryland, dated October 14, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1432 folio 48, (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Friday, Sept. 29, 1961 at 11 A. M.

all those fee simple lots of ground situate and lying in the Third Election District, Anne Arundel County, described as follows:

BEGINNING for the same and being known and designated as Lots Nos. 21 and 22, as shown on the "Plat of Woodholme", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat 14.

Together with the buildings thereupon and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining; subject to restrictive covenants, and—or utility agreements of record, affecting the property.

The improvements consist of a one story bungalow, five rooms and bath.

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

No. 1

JAMES W. BLACKHURST
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

S-28

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 179

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1961

We hereby certify, that the annexed

Attorney's Sale

Lewis Brown

14,564

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.

By A. Highman

FILED
1961 OCT -2 PM 3:45

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,564 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
LEWIS BROWN AND
MURIEL BROWN, his wife

Ordered, this 2nd day of October, 1961, that the sale of the property in the .e proceedings mentioned made and reported by James W. Blackhurst, 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 insterted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6h day of November next.

The report states that the amount of sale was $7,800.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-38

FILED
1961 OCT 31 PM 4:34

No. M. G. 23476

OFFIC OF

Maryland Gazette

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

LIBER 135 PAGE 180

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1961

We hereby certify, that the annexed
Order Nisi Sale
Eq. 14,564

Lewis Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of November, 1961. The first insertion being made the 5th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of LIBER 135 PAGE 181

James W. Blackhurst,
Attorney named in Mortgage
vs.
Lewis Brown
and
Muriel Brown, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,564 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. Eichling
Auditor.

November 27, 1961

FILED
1961 DEC -4 AM 10:40

Dr. James W. Blackhurst, Attorney named in Mortgage and Muriel Brown, his wife vs. Lewis Brown in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	265	57	365	57
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
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		
Speer Publications, Inc. - handbills	15	22		
Globe Indemnity Co. - bond premium	40	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	255	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Virginia G. Zebrauskas - notary fees	1	00		
Grafton Lee Brown - notary fee		50	407	92
To Attorney for Taxes, viz:				
1961 State and County taxes ($128.35) - 8 months 29 days	95	84	95	84
The County Trust Company of Maryland, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	5,869	04		
Interest thereon from 6/14/61 to 1/9/62 - 209 days, @ 6%	204	44	6,073	48
and Muriel Brown, his wife, To Lewis Brown, mortgagors - this balance	853	42	853	42
			7,852	23

16

with

James W. Blackhurst, Attorney named in Mortgage

Cr.

1961						
Sept.	29	Proceeds of Sale	7,800	00		
		Interest on deferred payment of $7,300.00 to 11/10/61	52	23	7,852	23
					7,852	23

LIBER 135 PAGE 184

ORDER NISI

James W. Blackhurst,
Attorney named in Mortgage

VERSUS

Lewis Brown
and
Muriel Brown, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,564 Equity.

1961 DEC -4 AM 10:58

ORDERED, This 4th 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 8th 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 8th day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th 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.

FILED
1962 JAN -9 PM 3:57

D. Bonnie Duckett

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 185

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,564

Auditor Account

Lewis Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of January, 1962. The first insertion being made the 7th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1962 JAN -3 PM 4:05

No. M. G. 24389

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,564 EQUITY
James W. Blackhurst
Attorney named in Mortgage
versus
LEWIS BROWN and
MURIEL BROWN, his wife

Ordered, this 4th day of December, 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 8th 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 8th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-21

W. HUMMER NAGENGAST father and next friend of Brenda Ann Nagengast, Infant 3813 Kimble Road Baltimore 18, Maryland	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
BRENDA ANN NAGENGAST, Infant 3813 Kimble Road Baltimore 18, Maryland	*	In Equity
and	*	No. 14679
Phillip Arthur Bevans 3813 Kimble Road Baltimore 18, Maryland	*	

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of W. Hummer Nagengast, father and next friend of Brenda Ann Nagengast, Infant, by J. Jelet Christopher, his Solicitor, respectfully represents unto this Honorable Court:

1. That your Petitioner is the natural parent of the said Brenda Ann Nagengast, Infant, and that said Infant now resides with your Petitioner at his home in Baltimore City.

2. That the said Infant, now eighteen years of age, will be married, on November 4, 1961, to the said Phillip Arthur Bevans, who has been made a party hereto, said marriage having had the blessing and approval of your Petitioner.

3. That the said Brenda Ann Nagengast, Infant, and the said Phillip Arthur Bevans now own, as tenants in common, certain unimproved, unencumbered, real estate in Anne Arundel County, which is described as follows, to wit:

> BEING for the first thereof all those two lots or parcels of ground, situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and being numbered and designated as Lots Nos. 31 and 32, in Block 10, as shown on a certain map entitled "Carrollton Manor", dated April, 1933, and made by J. Revell Carr, Engineer, and being recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-3, Plat Nos. 9 and 10.
>
> BEING for the second thereof known and designated as Lot No. 33 and the adjoining southeasterly one-half of Lot No. 34, in Block No. 10, as shown on a certain map entitled "Carrollton Manor", dated April, 1933, and made by J. Revell Carr, Engineer, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-3, Plats Nos. 9 and 10.

said property having been acquired from two different Grantors, the original Deeds of acquisition to be exhibited at the time of any hearing herein.

FILED
1961 NOV -3 PM 1:13

LIBER 135 PAGE 186

4. That the said Brenda Ann Nagengast, Infant, and the said Phillip Arthur Bevans, plan, after their marriage, to build a home on the hereinbefore described property, which shall, henceforth, be their residence.

5. That, in order to finance the construction of said home, it is necessary that a mortgage loan, in the amount of $13,590.00 be secured, and that such a loan has been approved by the Arundel Federal Savings and Loan Association.

6. That the said Brenda Ann Nagengast, being an Infant, is under legal disability to execute the mortgage upon said property, which will be required upon the obtention of said loan.

7. That the construction of said home, as planned, will increase the value of the property above the combined totals of the cost of the land and the amount of the loan, thereby increasing the value of the said Infants interest.

8. That the Annotated Code of Maryland, 1957, Article 16, Section 53, provides for the execution of a mortgage under conditions as set forth herein.

WHEREFORE your Petitioner prays that this Honorable Court pass an Order, authorizing and directing him, as father and next friend of Brenda Ann Nagengast, Infant, to execute a mortgage, in the amount of 13,590.00, on behalf of said Infant.

AND, as in duty bound, etc.

W. Hummer Nagengast, Petitioner

J. Jelet Christopher
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE; to wit:

I HEREBY CERTIFY That on this 1 day of Nov, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared W. Hummer Nagengast, and he made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

William Lochnauer
Notary Public

2.

W. HUMMER NAGENGAST father and next friend of Brenda Ann Nagengast, Infant	*	IN THE
vs.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
BRENDA ANN NAGENGAST, Infant	*	In Equity
and	*	
PHILLIP ARTHUR BEVANS	*	No. 14679
	*	

LIBER 135 PAGE 188

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

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

The Petition of W. Hummer Nagengast, by J. Jelet Christopher, his Solicitor, respectfully represents unto your Honor:

1. That Brenda Ann Nagengast, Infant Respondent in this cause has been duly summoned.

2. That said Infant Respondent has no legal guardian.

WHEREFORE your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Respondent, and suggests that Ernest Florestano, who has no interest whatever in this cause, be appointed Guardian ad Litem, and further suggests that Charles E. Hickman, Esq., be appointed Solicitor for Guardian ad Litem.

AND, as in duty bound, etc.

J. Jelet Christopher
Solicitor for Petitioner

FILED
1961 NOV 30 PM 12:45

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, on this 4th day of ~~November~~ December, 1961, upon the aforegoing Petition, that Ernest Florestano be and he is hereby appointed Guardian ad Litem for the Infant Respondent named in the aforegoing Petition and he is hereby directed to appear and file his Answer in her behalf, AND IT IS FURTHER ORDERED that Charles E. Hickman, Esq., be and he is hereby appointed as Solicitor for Guardian ad Litem.

D. Bruce Duckett

FILED
1961 DEC -4 PM 4:23

3

W. HUMMER NAGENGAST father and next friend of Brenda Ann Nagengast, Infant vs. BRENDA ANN NAGENGAST, Infant and PHILLIP ARTHUR BEVANS	* * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 14679

LIBER 135 PAGE 189

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

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Brenda Ann Nagengast, the Infant Respondent named in the Petition in this Court against her exhibited, by Ernest Florestane duly appointed Guardian ad Litem, by Charles E. Hickman, his Solicitor, respectfully represents unto your Honor:

That the Respondent, being an Infant under the age of twenty-one years cannot admit nor deny the allegations set up in said Petition and therefore submits her rights to the protection of this Honorable Court.

AND, as in duty bound, etc.

Ernest Florestane
Guardian ad Litem

Charles E. Hickman
Charles E. Hickman
Solicitor for Guardian ad Litem

I hereby certify that a copy of the aforegoing Answer of Guardian ad Litem was mailed, this 5th day of ~~November~~ December, 1961, to J. Jelet Christopher, Solicitor for Petitioner, 111 Wheeler Avenue, Baltimore 23, Maryland.

Charles E. Hickman

FILED

1961 DEC -6 PM 3:43

4

W. HUMMER NAGENGAST father and next friend of Brenda Ann Nagengast, Infant	*	IN THE
vs.	*	CIRCUIT COURT FOR
BRENDA ANN NAGENGAST, Infant	*	ANNE ARUNDEL COUNTY
and	*	In Equity
PHILLIP ARTHUR BEVANS	*	No. 14679

LIBER 135 PAGE 190

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

ANSWER TO PETITION

Now comes Phillip Arthur Bevans, by Charles E. Hickman, his Solicitor, and for Answer to the Petition of W. Hummer Nagengast, heretofore exhibited, says:

1. That he admits the allegations contained in paragraphs Nos. 1, 2, 3, 4 and 5 of said Petition.

2. That he neither admits nor denies the allegations contained in paragraphs Nos. 6, 7 and 8, but demands strict proof thereof.

AND, having fully answered each and every paragraph of said Petition, the Respondent, Phillip Arthur Bevans, prays that the same be dismissed with proper costs.

AND, as in duty bound, etc.

Charles E. Hickman

Charles E. Hickman
Solicitor for Phillip Arthur Bevans
2614 Washington Boulevard
Baltimore 30, Maryland
MI 4-3158

I hereby certify that a copy of the aforegoing Answer was mailed, this 5th day of December, 1961, to J. Jelet Christopher, Esq., Solicitor for Petitioner, 111 Wheeler Avenue, Baltimore 23, Maryland

Charles E. Hickman

FILED

1961 DEC -6 PM 3:12

5

BOOK 1492 PAGE 594

LIBER 135 PAGE 191

THIS DEED, Made this 1st day of June, in the year one thousand nine hundred and sixty-one, by and between CHARLES W. O. GLANZER and ANNA B. GLANZER, his wife, of Baltimore County, in the State of Maryland, parties of the first part, and PHILLIP ARTHUR BEVANS and BRENDA ANN NAGENGAST, both of the City of Baltimore, in the State of Maryland, aforesaid, parties of the second part.

WITNESSETH That in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said CHARLES W. O. GLANZER and ANNA B. GLANZER, his wife, do hereby grant and convey unto the said PHILLIP ARTHUR BEVANS and BRENDA ANN NAGENGAST, as tenants in common and not as joint tenants, in fee simple, all those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, being more particularly described as follows, that is to say:

All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and being numbered and designated as Lots Nos. 31 and 32, in Block No. 10, as shown on a certain map entitled "CARROLTON MANOR", dated April, 1933, and made by J. Revell Carr, Engineer, and being recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-3, Plat Nos. 9 and 10; with an easement to the use of the property shown on said map or plat as "Community Beach", with access to the Severn River for bathing, boating, and uncommercial uses, with an easement of right of way over the streets, roads, places, drives or avenues as shown on said plat or map, but, reserving, however, in said streets, roads, places, drives or avenues the right to install telegraph, telephone and electric poles and wires, gas and water mains, or to give licenses and permits for the same.

BEING the same property which by Deed, dated October 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 595, folio 429, was granted and conveyed by Howard Gebelein and Louise H. Gebelein, his wife, to Charles W. O. Glanzer and Anna B. Glanzer, his wife, the Grantors herein.

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

TO HAVE AND TO HOLD the said lots or parcels of ground, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said PHILLIP ARTHUR BEVANS and BRENDA ANN NAGENGAST, as tenants in common and not as joint tenants, their respective heirs, personal representatives and assigns, in fee simple, subject, however, to the conditions and restrictions set forth in the Deed of Restrictions executed by

Examiner's Exh. #1
Nagengast vs. Nagengast
#14679 Equity
Walter Ann Smith Examiner

No title examination
No Judgment search
No lien report

FILED
1961 DEC 20 PM 4:19

6

the Carrolton Manor Real Estate Corporation, which is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 187.

AND the said parties of the first part hereby covenant that they have not done, or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed, that they will warrant specially the property granted, and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST:

Anna Marie Preston
Anna Marie Preston

Charles W. O. Glanzer (SEAL)
Charles W. O. Glanzer

Anna B. Glanzer (SEAL)
Anna B. Glanzer

STATE OF MARYLAND, COUNTY OF BALTIMORE; tp wit:

I HEREBY CERTIFY That on this 1st day of JUNE, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles W. O. Glanzer and Anna B. Glanzer, his wife, and they acknowledged the aforegoing Deed to be their Act.

AS WITNESS my hand and Notarial Seal.

Robert H. Francis
Robert H. Francis, Jr. Notary Public

6.00

Rec'd for record June 21 1961 at 2:40 P.M.
Mailed to J. Jelet Christopher

THIS DEED, Made this 26 day of May , in the year one thousand nine hundred and sixty-one, by and between ARTHUR G. WHITE and M. GRETA WHITE, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part, and PHILLIP ARTHUR BEVANS and BRENDA ANN NAGENGAST, both of the City of Baltimore, in the State of Maryland, parties of the second part.

WITNESSETH That in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said ARTHUR G. WHITE and M. GRETA WHITE, his wife, do hereby grant and convey unto the said PHILLIP ARTHUR BEVANS and BRENDA ANN NAGENGAST, as tenants in common and not as joint tenants, in fee simple, all those two parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, being more particularly described as follows, that is to say:

BEING for the first thereof known and designated as Lot No. 33, in Block No. 10, as shown on a certain map entitled "CARROLTON MANOR", dated April, 1933, and made by J. Revell Carr, Engineer, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-3, Plats Nos. 9 and 10; and BEING for the second thereof the adjoining southeasterly one-half of Lot No. 34, in Block No. 10, as shown on the map or plat aforementioned; with an easement to the use of the property shown on said map or plat as "Community Beach", with access to the Severn River for bathing, boating, and uncommercial uses, with an easement of right of way over the streets, roads, places, drives or avenues as shown on said plat or map, but, reserving, however, in said streets, roads, places, drives or avenues the right to install telephone, telegraph and electric poles and wires, gas and water mains, or to give licenses and permits for the same.

BEING part of that same property which by Deed, dated September 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785, folio 548, was granted and conveyed by Robert L. Trott and Billie Jo Trott, his wife, and Walter L. Trott and Lillian E. Trott, his wife, unto Arthur G. White and M. Greta White, his wife, the Grantors herein.

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

TO HAVE AND TO HOLD the said parcels of ground, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said PHILLIP ARTHUR BEVANS and BRENDA ANN NAGENGAST, as tenants in common and not as joint tenants, their respective heirs, personal representatives and assigns, in fee simple, subject, however, to the conditions and restrictions set forth in the Deed of Restrictions executed by the

Examiner's Exh. #2
Nagengast vs. Nagengast
#14,677 Equity
Malcolm Schroth, Examiner

No title examination
No Judgment search
No lien report

FILED
1961 DEC 20 PM 4:19

2.70

3N 766

8.

Carrolton Manor Real Estate Corporation, which is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 187.

AND the said parties of the first part hereby convenant that they have not done, or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed, that they will warrant specially the property granted, and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST:

Cherry R. Armable
Cherry R. Armable

Arthur G. White (SEAL)
Arthur G. White

M. Greta White (SEAL)
M. GRETA WHITE

STATE OF Maryland , ~~County~~ City of Baltimore ; to wit:

I HEREBY CERTIFY That on this 26 day of May , 1961, before me, the subscriber, a Notary Public of the State of Maryland , in and for the ~~County~~ City aforesaid, personally appeared Arthur G. White and M. Greta White, his wife, and they acknowledged the aforegoing Deed to be their Act.

AS WITNESS my hand and Notarial Seal.

BENJAMIN F. MOORE, JR. NOTARY PUBLIC BALTIMORE, MD.

Benjamin F. Moore, Jr.
Benjamin F. Moore, Jr. Notary Public

6.00

Rec'd for record June 21, 1961, at 2:41 P.M.
Mailed to J. Jelet Christopher

9.

W. HUMMER NAGENGAST father and nextfriend of Brenda Ann Nagengast, Infant	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
BRENDA ANN NAGENGAST, Infant	*	ANNE ARUNDEL COUNTY
and	*	IN EQUITY
PHILLIP ARTHUR BEVANS	*	# 14,679

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

Present:

J. Jelet Christopher, Solicitor for Plaintiff

Malcolm B. Smith, Court Examiner

Mrs. Conchita D. Tuers, Court Reporter

Witnesses:

W. Hummer Nagengast, pages 2 - 4

Grayson Walker, Jr., pages 5 - 6

Laurence G. Walker, pages 7 - 8

FILED

1961 DEC 20 PM 4:19

(Mr. Christopher)

I had notified Charles E. Hickman, the attorney for Phillip Arthur Bevans, one of the Defendants, and the attorney for the Guardian Ad Litem, and he will not be present at the hearing today.

(Mr. Christopher)

W. Hummer Nagengast, a witness of lawful age having been duly sworn, deposes and says:

1. Would you state your full name, please.

A. W. Hummer Nagengast.

2. And your address?

A. 3813 Kimble Road, Baltimore 18, Maryland.

3. Now, Mr. Nagengast, you are the Petitioner in this case?

A. That's correct.

4. And Brenda Ann Nagengast is your daughter?

A. That's correct.

5. What is her age?

A. Eighteen at the present time.

6. Who is Phillip Arthur Bevans?

A. My son-in-law.

7. Now, at the time of filing of this Petition, were Phillip and Brenda married?

A. They were not.

8. And when did they get married?

A. November 4, 1961.

9. Now this petition, as you know, concerns certain real estate. Where is that real estate?

A. Located in Carrollton Manor, Severna Park area.

10. And it is owned by whom?

A. It is owned by Phillip A. Bevans, and the Phillip is spelled with one "l", and Brenda Ann Bevans. But the title has it as Brenda Ann Nagengast.

11. I gather then, at the time of the taking of title, they were not married?

A. That's correct.

12. Now, are you aware as to how they hold this property?

A. In what respect do you mean? Tenants in Common.

13. Now, what do Brenda and Philip desire to do with this property?

A. They desire to build a home there.

14. And in order to build that home they need certain financing, is that correct?

A. That's correct.

15. Have you been advised by the building and loan association the mortgage loan has been tentatively approved by the Arundel Federal Savings & Loan Association and when they went to search the title on the land they found this legal error, which we are trying to correct.

A. As soon as it is correct, they will go ahead and process the loan.

16. The purpose of this hearing then is to gain permission for you to sign the mortgage on behalf of Brenda?

A. That is correct.

17. Have you been advised, by anyone in authority at the building and loan association, that such a mortgage will be accepted?

A. Yes, I have.

18. In your opinion, would it be adviseable for Brenda and Philip to secure such a mortgage?

12

A. Oh yes.

19. Why do you say that?

A. Because they are going to make it their permanent home and their financially able to take care of the obligation, once the mortgage is granted to them.

20. Where are Brenda and Philip living at this time?

A. They are living at my residence at 3813 Kimble Road, awaiting construction of their home.

21. And they plan upon the construction of their home to move into Severna Park permanently?

A. That is correct.

22. In your opinion, would such a move be for the best interest of the infant, Brenda Ann?

A. Definitely.

13

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answer. No

Answer. No . . . . . .

Signature. Samuel Rogers

14

Grayson Walker, Jr., a witness of lawful age having been duly sworn, deposes and says:

(Mr. Christopher)

1. Would you state your full name, please?

A. Grayson Walker, Jr.

2. And your address, Mr. Walker?

A. 114 Cloverhill Road, Sunset Beach.

3. What business are you engage in, Mr. Walker?

A. Building contractor.

4. Do you,also, deal in real estate?

A. Yes sir.

5. What has been the extent ofyour dealings in real estate? What doyou do with real estate?

A. Well, I've bought ground and built houses on it and sold it.

6. Do you also advise clients as to purchase of land?

A. Sometimes.

7. Now, how long have you been such engaged?

A. Three and a half years.

8. Now, have you seen the property in question today?

A. Yes sir.

9. Would you describe, for the benefit of the Court, the property?

A. Well the property is located on Arleigh Road, Carrollton Manor in the Severna Park area. I believe it is roughly 400 feet on the Severn River. On the east side is a new brick and shingle home and on the west side is a sort of a modern, it is a new home , log cabin, which has all of the modern conveniences, plumbing, heating and all that sort of thing. On the south side is a brick home which is a permanent home. In other words, summer and winter both. And, also,

15

a block home, which is under construction now. I think on the north side is a split-level sort of, log cabin effect, but it has a new addition on it that makes a split level out of it. It seems as though all of these homes are well kept.

10. Are all of these homes year around homes? I mean, occupied twelve months a year?

A. Yes sir.

11. Do you know the size of the lot owned by Mr. and Mrs. Bevans?

A. Yes it is 87 and 1/2 feet by 100.

12. What do you feel is the value of that lot?

A. Well, after checking around inthe general area there with other pieces of ground, I'd say it was around, at least $2500.

13. Now, are you aware of the type of home to be placed on this lot?

A. Yes.

14. What would that home cost?

A. $14,000.

15. Now, when completed, that is, with the home on the lot, the shrubbery and so forth that goes with it, what would be the total value of the property?

A. I'd say $13,400.

(Mr. Smith)

16. You describe the property as being approximately 87 feet by 100 feet, does that include all three lots?

A. Two lots and a half of a lot.

17. That includes all of the property together?

A. Yes sir, it is three and a half lots.

(LEAVE IS RESERVED TO FILE THE TWO DEEDS TO THE PROPERTY IN QUESTION AS EXAMINER'S EXHIBITS 1 and 2)

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answer. No

Answer. T. Grayson Walker Jr.

Signature. . . . . .

17

Laurence G. Walker, Sr., a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Christopher)

1. Would you state your name, please.

A. Laurence G. Walker, Sr.

2. And your address, Mr. Walker?

A. 201 Bar Harbor Road, Pasadena, P. O.

3. Now, what business are you engaged?

A. Contractor.

4. Do you also deal in realestate?

A. Yes sir.

5. In what capacity?

A. We buy a lot and build a house and sell it.

6. Do you advise any of your building prospects as to the values of property?

A. Yes sir.

7. How long have you been in engaged in such a business?

A Thirty-two years.

8. Incidentally, Mr. Walker, are you related to the other Mr. Walker?

A. He is my son.

9. Were you engaged in business together?

A. Now?

10. Yeah, now?

A. No.

11. Were you?

A. He used to work for me.

12. But for the past three and a half years, he has been to himself?

A Yes.

13. Now, Mr. Walker, are you familiar with the property inquestion?

A Yes sir.

14. And you heard the other Mr. Walker testify. Is there anything that you could add to the description of the property?

A. No sir, it would be in duplicate.

15. Well, now in your opinion, are you familiar with the house to be built on that property?

A. I've seen the drawings.

16. Now, in your opinion, what would be the final value of the property after the house has been added?

A. Well, I can't add more than Grayson did. I'd value it at the same.

17. $18,400?

A. $18,400.

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answer. No

Answer. No

Lawrence G. Walker Sr.
Signature.

20

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

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

Witness my hand and seal this 19th day of December, 1961

Malcolm B. Smith (SEAL)
Examiner

M. S. $10.00

C. T. $10.00 Pd.

21

SUBMISSION FOR DECREE

W. HUMMER NAGENGAST

vs.

BRENDA ANN NAGENGAST, Infant

et al

LIBER 135 PAGE 207

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

In Equity

14679

To the Honorable

Judge of said Court

The above cause is respectfully submitted for decree and the 41st General Equity Rule is hereby waived.

Solicitor for Plaintiff,

Charles E. Heckman

Solicitor for Defendant.

FILED

1961 DEC 20 PM 4:19

22

LIBER 135 PAGE 208

W. HUMMER NAGENGAST father and next friend of Brenda Ann Nagengast, Infant	*	IN THE
vs.	*	CIRCUIT COURT FOR
BRENDA ANN NAGENGAST, Infant	*	ANNE ARUNDEL COUNTY
and	*	In Equity
PHILLIP ARTHUR BEVANS	*	No. 14679
	*	

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

DECREE

The above cause coming on to be heard and being submitted, the Petition, Testimony and all other matters being considered, it is this 21st day of Dec., 1961, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, In Equity

ADJUDGED, ORDERED and DECREED that W. Hummer Nagengast be and he is hereby appointed Trustee for Brenda Ann Nagengast, the infant herein, and he is hereby authorized, together with Phillip Arthur Bevans, to borrow, by way of a mortgage, the sum of $13,590.00 from Arundel Federal Savings and Loan Association, on the fee simple property located on Arleigh Road, Carrollton Manor, in the Third Election District of Anne Arundel County, Maryland; and be it further ORDERED that the said W. Hummer Nagengast, together with the said Phillip Arthur Bevans, use the funds so borrowed for the purpose of constructing a home, heretofore described in these proceedings, on said property.

Matthew S. Evans
Judge

FILED

1961 DEC 22 PM 12:04

23

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY 119 Park Avenue Baltimore 1, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPH V. STEWART and DOROTHY H. STEWART, his wife Laurel Road, Round Bay Anne Arundel County, Maryland	:	IN EQUITY No 14,557 - Equity

: : : : : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

That on the 7th day of June, 1956, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $18,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And that a default has occurred under the terms and conditions 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, ETC.

O'Ferrall and O'Ferrall, Attorneys
1204 Mercantile Trust Building
Baltimore 2, Maryland
Plaza 2 - 1228

FILED

1961 AUG 22 AM 9:07

LIBER 135 PAGE 209

Petitioner's Exhibit No. 1. LIBER 135 PAGE 210 No. 14,557 Equity

LIBER 1035 PAGE 45

This Mortgage, made this 7th day of June in the year one thousand nine hundred and fifty-six, between JOSEPH V. STEWART and DOROTHY H. STEWART, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor s and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to JOSEPH V. STEWART and DOROTHY H. STEWART, his wife,

the sum of EIGHTEEN THOUSAND AND 00/100 - - - - - $18,000.00 - - - - - - DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5½% per annum, in the manner following:

By the payment of ONE HUNDRED TWENTY-THREE AND 82/100 - - $123.82 - - DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

First: To the payment of interest;

Second: To the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, fire, tornado and comprehensive coverage insurance premiums and other charges affecting the hereinafter described premises;

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance.

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.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said JOSEPH V. STEWART and DOROTHY H. STEWART, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those lot s, piece s, or parcels of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a pipe set in the division line between Lots 381 and 361 as shown on a plat of Round Bay on the Severn, recorded among the Plat Records of Anne Arundel County in Plat Book 12, page 28; said pipe being South 84 degrees 33 minutes East, 20 feet along said division line from the division line between Lots 360 and 361; and running from said beginning point, passing through Lot 361, North 05 degrees 27 minutes East, 118.77 feet to a pipe set on the south side of Laurel Road, thence with the same, South 80 degrees 16 minutes East 30.09 feet to an iron bar; thence continuing with the south side of Laurel Road, South 59 degrees 13 minutes East 53.57 feet; South 40 degrees 57 minutes East 73.93 feet to an iron bar on the west side of the Annapolis Boulevard as shown on said plat; thence with the same, South 04 degrees 53 minutes West 61 feet; thence crossing Lot 381, South 73 degrees 23 minutes West 26.88 feet to an iron pipe set five feet south of a garage wall on the herein described property; thence with a line parallel to and five feet south of said wall South 87 degrees 42 minutes West

FILED 1961 AUG 22 AM 9:07

20.22 feet to an iron pipe; thence North 49 degrees 11 minutes West 48.07 feet to an iron pipe set in the rear line of Lot 362; thence with the north line of Lot 381, North 84 degrees 33 minutes West 49.61 feet to the place of beginning. Being part of Lots 361 and 381 and all of Lots 362 and 363 as shown on the above mentioned plat and as surveyed by J. R. McCrone, Inc., Registered Engineers and Land Surveyors, in May, 1955.

BEING the same lots of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Stephen J. King and M. Madelin King, his wife, to Joseph V. Stewart and Dorothy H. Stewart, his wife.

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

To Have and to Hold the said lot s of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~ in fee simple.

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

And the said Mortgagor s for **themselves, their** heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and 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, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor s jointly.

III: Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV: To pay all 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 is 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 5½% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V: That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI: That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

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 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), or the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent 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 the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a 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 - - $100.00 - - dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

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

WITNESS:

John P. O'Ferrall

Joseph V. Stewart [SEAL]

Dorothy H. Stewart [SEAL]

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 7th day of June, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Joseph V. Stewart and Dorothy H. Stewart, his wife,

the Mortgagor s named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared William L. Cooney, President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall Notary Public.

Rec'd for record June 8 1956 at 3.32 P.M.
Mailed to O'Ferrall & O'Ferrall

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	LIBER 135 PAGE 213	CIRCUIT COURT
vs.	:	FOR
JOSEPH V. STEWART and	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, his wife	:	IN EQUITY

No. 14,557 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 17th 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 WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, 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 of America;

(2) Said Defendants are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

John P. O'Ferrall, Notary Public

William J. McCormick, Affiant

FILED

1961 AUG 22 AM 9:08

5

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	: LIBER 135 PAGE 214	IN THE CIRCUIT COURT
vs.	:	FOR
JOSEPH V. STEWART and	:	ANNE ARUNDEL COUNTY
DOROTHY H. STEWART, his wife	:	IN EQUITY No. 14,557 Equity

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Joseph V. Stewart and Dorothy H. Stewart, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 7th day of June, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1035, folio 45:

Mortgage Loan dated, 6/7/56	$18,000.00
Payments credited, less expenses and interest to August 31, 1961	2,152.49
Net balance due Association	$15,847.51

William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 17th day of August, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, 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.

John P. O'Ferrall, Notary Public

JOHN P. O'FERRALL NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 AUG 22 AM 9:07

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

LIBER 135 PAGE 215

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,557

vs.

JOSEPH V. STEWART AND DOROTHY H. STEWART, his wife

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is Thereupon, this 23rd day of August, 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 to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said Mortgage; that JOHN P. O'FERRALL 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 TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00), 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 Fifteen Hundred Dollars ($1,500.00) at time of sale, balance in cash upon final ratification of sale by this Court, the credit payment to bear interest from the day of sale, 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 personal representatives and assigns, the property and estate to him, her or them sold free, clear and discharged from all

FILED
1961 AUG 23 PM 3 32

7

claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

D. Brian Duckett

Judge

8

No. 14557 Equity

[TRUSTEE'S BOND] LIBER 11 PAGE 125 The Jeffersonian Print, Towson, Md.

LIBER 135 PAGE 217

Know All Men by These Presents:

That we, John P. O'Ferrall, Trustee to Sell Fee Simple Real Estate at Laurel Road, Round Bay, Anne Arundel County, Maryland and The Ætna Casualty and Surety Company of Hartford, Connecticut are held an firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand ($20,000.) 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 29th day of September in the year nineteen hundred and Sixty-one

WHEREAS, by decree of the Circuit Court for ~~XXXXXXX~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the 23rd day of August nineteen hundred and Sixty-one between Occident Federal Savings and Loan Association of Baltimore City complainants, and Joseph E. Stewart and Dorothy H. Stewart respondents, the above bound John P. O'Ferrall, Trustee has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden John P. O'Ferrall, Trustee do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

John P. O'Ferrall, Trustee [SEAL]

THE ÆTNA CASUALTY AND SURETY COMPANY [SEAL]

BY: John P. Gillen [SEAL]
Attorney-in-fact

[SEAL]

[SEAL]

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

FILED
1961 OCT -2 AM 9:32

9

Legal Notice

O'Ferrall & O'Ferrall, Solicitors
1204 Mercantile Trust Building
Baltimore 2, Md.

Trustee's Sale

OF VALUABLE 1-STORY ASBESTOS SHINGLE FEE SIMPLE RANCH HOUSE
LAUREL ROAD, ROUND BAY
3rd Election District of Anne Arundel County

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (Docket 19 folio 457, Case No. 14,557 Equity) the undersigned Trustee will sell at public auction, on the premises, on

TUESDAY, OCTOBER 10, 1961 AT 2:00 P.M.

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

Beginning for the same at a pipe set in the division line between Lots 381 and 361 as shown on a plat of Round Bay on the Severn, recorded among the Plat Records of Anne Arundel County in Plat Book 12, page 28; said pipe being South 84 degrees 33 minutes East, 20 feet along said division line from the division line between Lot Lots 360 and 361; and running from said beginning point, passing through Lot 361, North 05 degrees 27 minutes East, 118.77 feet to a pipe set on the south side of Laurel Road, thence with the same, South 80 degrees 16 minutes East 30.09 feet to an iron bar; thence continuing with the south side of Laurel Road, South 59 degrees 13 minutes East 53.57 feet; South 40 degrees 57 minutes East 73.93 feet to an iron bar on the west side of the Annapolis Boulevard as shown on said plat; thence with the same, South 04 degrees 53 minutes West 61 feet; thence crossing Lot 381, South 73 degrees 23 minutes West 26.88 feet to an iron pipe set five feet south of a garage wall on the herein described property; thence with a line parallel to and five feet south of said wall South 87 degrees 42 minutes West 20.22 feet to an iron pipe; thence North 49 degrees 11 minutes West 48.07 feet to an iron pipe set in the rear line of Lot 362; thence with the north line of Lot 381, North 84 degrees 33 minutes West 49.61 feet to the place of beginning. Being part of Lots 361 and 381 and all of Lots 362 and 363 as shown on the above mentioned plat and as surveyed by J. R. McCrone, Inc., Registered Engineers and Land Surveyors, in May, 1955. Improved by a 1-STORY ASBESTOS SHINGLE RANCH HOUSE.

TERMS OF SALE: Cash. A deposit of Fifteen Hundred Dollars ($1500.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from date of sale.

JOHN P. O'FERRALL,
Trustee

A. J. BILLIG CO. Aucts.
16 E. Fayette St., Balto. 2, Md.
PLaza 2-8440

O-6

No 10 1961

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 218

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1961

We hereby certify, that the annexed
Trustee's Sale
Eq. 14,557
Laurel Road
Round Bay.
was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1961. The first insertion being made the 15th day of September, 1961.

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

FILED
OCT 13 PM 4:24

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOSEPH V. STEWART and DOROTHY H. STEWART, his wife	:	ANNE ARUNDEL COUNTY IN EQUITY Docket 19, Folio 457 Case No. 14,557 Equity

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

LIBER 135 PAGE 219

REPORT OF SALE

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

The Report of Sale of John P. O'Ferrall, Trustee, appointed by the decree in the above entitled cause to make sale of the fee simple property known as Laurel Road, Round Bay, Third Election District of Anne Arundel County, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisments inserted in "The Maryland Gazette", a newspaper in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday, October 10, 1961, at 2:00 P.M., attend on the premises and then and there sold the fee simple property known as Laurel Road, Round Bay, Third Election District, Anne Arundel County, Maryland, and more particularly described in a copy of the advertisement attached to this Report of Sale, sold to Leo J. Cormier and Annette R. Cormier, his wife, at and for the sum of Seventeen Thousand, Seven Hundred Dollars ($17,700.00), they being at that figure the highest bidders therefore. The Trustee reports the sale was also advertised in the "Sunday Sun", a newspaper published in the City of Baltimore, State of Maryland.

John P. O'Ferrall, Trustee

1961 OCT 17 PM 3

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John P. O'Ferrall, 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.

Edward W. Mogowski, Notary Public.

LIBER 135 PAGE 220

O'Ferrall & O'Ferrall, Solicitors
1204 Mercantile Trust Building
Baltimore 2, Md.

Trustee's Sale

OF VALUABLE 1-STORY ASBESTOS SHINGLE FEE SIMPLE RANCH HOUSE
LAUREL ROAD, ROUND BAY
3rd Election District of Anne Arundel County

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (Docket 19 folio 457, Case No. 14,557 Equity) the undersigned Trustee will sell at public auction, on the premises, on

TUESDAY, OCTOBER 10, 1961 AT 2:00 P.M.

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

Beginning for the same at a pipe set in the division line between Lots 381 and 361 as shown on a plat of Round Bay on the Severn, recorded among the Plat Records of Anne Arundel County in Plat Book 12, page 28; said pipe being South 84 degrees 33 minutes East, 20 feet along said division line from the division line between Lot Lots 360 and 361; and running from said beginning point, passing through Lot 361, North 05 degrees 27 minutes East, 118.77 feet to a pipe set on the south side of Laurel Road, thence with the same, South 80 degrees 16 minutes East 30.09 feet to an iron bar; thence continuing with the south side of Laurel Road, South 59 degrees 13 minutes East 53.57 feet; South 40 degrees 57 minutes East 73.93 feet to an iron bar on the west side of the Annapolis Boulevard as shown on said plat; thence with the same, South 04 degrees 53 minutes West 61 feet; thence crossing Lot 381, South 73 degrees 23 minutes West 26.88 feet to an iron pipe set five feet south of a garage wall on the herein described property; thence with a line parallel to and five feet south of said wall South 87 degrees 42 minutes West 20.22 feet to an iron pipe; thence North 49 degrees 11 minutes West 48.07 feet to an iron pipe set in the rear line of Lot 362; thence with the north line of Lot 381, North 84 degrees 33 minutes West 49.61 feet to the place of beginning. Being part of Lots 361 and 381 and all of Lots 362 and 363 as shown on the above mentioned plat and as surveyed by J. R. McCrone, Inc., Registered Engineers and Land Surveyors, in May, 1955. Improved by a 1-STORY ASBESTOS SHINGLE RANCH HOUSE.

TERMS OF SALE: Cash. A deposit of Fifteen Hundred Dollars ($1500.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from date of sale.

JOHN P. O'FERRALL,
Trustee

A. J. BILLIG CO. Aucts.
16 E. Fayette St., Balto. 2, Md.
PLaza 2-8440

O-6

12

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION of BALTIMORE CITY VS	;	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
JOSEPH V. STEWART & DOROTHY H. STEWART, his WIFE,	;	DOCKET NO. 19 FOLIO 457 CASE NO. 14,557 IN EQUITY

LIBER 135 PAGE 221

;;;;;;;;;;;;;;;;;;

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 10th day of October, 1961, sold the property described in the attached advertisement of sale at and for the sum of $17,700.00, to Leo J. Cormier & Annette Cormier, being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A. J. BILLIG & CO.

By Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 10th, day of October, 1961, purchased the property described in the attached advertisement of sale from John F. O'Ferrall, Trustee, ~~[illegible]~~, and for the sum of $17,700.00, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Leo J. Cormier
Purchaser

Annette R. Cormier
Purchaser

Test: Dorothy C. Haff

FILED
1961 OCT 17 AM 10:48

13

ORDER NISI

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

JOSEPH V. STEWART and DOROTHY H. STEWART, his wife

LIBER 135 PAGE 222

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,557 Equity

Ordered, this 17th day of October, 19 61, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee

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.

The report states that the amount of sale was $ 17,700.00.

Filed Oct.17,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

JOSEPH V. STEWART and DOROTHY H. STEWART, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of November, 19 61 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

JUDGE.

FILED

1961 NOV 27 AM 11:01

14

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY 119 Park Avenue Baltimore 1, Maryland Complainant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	*	
JOSEPH V. STEWART and DOROTHY H. STEWART, his wife, 616 Laurel Road Round Bay Anne Arundel County, Maryland Respondents	*	Docket 19, folio 457 Case No. 14557
	*	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Hammond S. Carr and Beverly S. Carr, his wife, respectfully represents unto your Honor:

1. That John P. O'Ferrall, Trustee, pursuant to a decree of this Honorable Court sold at public auction on October 10, 1961, fee simple property at 616 Laurel Road, Round Bay, Anne Arundel County, Maryland, to Leo J. Cormier and Annette R. Cormier, his wife, at and for the price of Seventeen Thousand, Seven Hundred ($17,700.00) Dollars being the premises described in the above entitled foreclosure proceeding.

2. The Report of Sale of said premises was reported to this Honorable Court for ratification on October 16, 1961.

3. Your Petitioners have since purchased the aforesaid fee simple property at 616 Laurel Road, Round Bay, Anne Arundel County, Maryland, from Leo J. Cormier and Annette R. Cormier, his wife, and hereby request that John P. O'Ferrall, Trustee as aforesaid, substitute their names as purchasers under said foreclosure sale and pass an Order permitting the said John P. O'Ferrall, Trustee as aforesaid, to convey said premises to Hammond S. Carr and Beverly S. Carr, his wife, after the Nisi Order in said foreclosure proceeding has expired and said sale is finally ratified and confirmed.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order permitting John P. O'Ferrall, Trustee to convey the mortgaged

FILED
1961 OCT 31 PM 12:45

premises described in these proceedings, namely fee simple property at 616 Laurel Road, Round Bay, Anne Arundel County, Maryland, to Hammond S. Carr and Beverly S. Carr, his wife, and authorize George T. Cromwell, Clerk of Court to substitute as purchasers of said premises the said Hammond S. Carr and Beverly S. Carr, his wife, in the place and stead of Leo J. Cormier and Annette R. Cormier, his wife.

Hammond S. Carr
Hammond S. Carr

Beverly S. Carr
Beverly S. Carr

Francis X. McDonough
Francis X. McDonough, Solicitor

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Anne Arundel, to wit:

I HEREBY CERTIFY, that on this 21st day of October, 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 the ~~City of Baltimore~~ County of Anne Arundel, aforesaid, personally appeared Hammond S. Carr and Beverly S. Carr, his wife, the Petitioners herein named, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and notarial seal, the day and year last above written.

Thomas E. Lawson
Notary Public

John P. O'Ferrall, Trustee, has read the aforegoing Petition, Affidavit and has signed this Petition consenting to the proposed Order of Court to be passed in the premises.

John P. O'Ferrall
John P. O'Ferrall

Leo J. Cormier and Annette R. Cormier, his wife, have read the aforegoing Petition, Affidavit and have signed this Petition consenting to the proposed Order of Court to be passed in the premises.

Leo J. Cormier
Leo J. Cormier

Annette R. Cormier
Annette R. Cormier

14

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is ORDERED this 31st day of October, 1961, by the Circuit Court for Anne Arundel County that Hammond S. Carr and Beverly S. Carr, his wife, be substituted as purchasers of the property described in these proceedings instead of Leo J. Cormier and Annette R. Cormier, his wife, and that John P. O'Ferrall, Trustee in the premises be and is hereby authorized and directed to execute and deliver a deed conveying the fee simple property at 616 Laurel Road, Round Bay, Anne Arundel County, Maryland, to the said Hammond S. Carr and Beverly S. Carr, his wife, as tenants by the entireties, provided the sale heretofore reported in these proceedings be finally ratified and confirmed.

Matthew L. Evans
Judge

FILED

1961 NOV -1 AM 10:26

17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 226

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,557

Joseph V. Stewart,

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 November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 NOV 14 PM 1:09

By H. Tilghman

No. M. G. 23741

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,557 Equity
OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
VERSUS
JOSEPH V. STEWART and DOROTHY H. STEWART, his wife

Ordered, this 17th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee 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.

The report states that the amount of sale was $17,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-9

In the Case of

Occident Federal Savings and Loan Association of Baltimore City

vs.

Joseph V. Stewart

and

Dorothy H. Stewart, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,557 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

December 4, 1961

FILED

1961 DEC 12 PM 3:49

Dr. in ac.

Occident Federal Savings and Loan Association of Baltimore City
vs. Joseph V. Stewart and Dorothy H. Stewart, his wife

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	565	30	665	30
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	38	75		
Auditor - stating this account	22	50	71	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	77	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	60	00		
The Aetna Casualty & Surety Co.-bond premium	80	00		
A.J. Billig & Co. - auctioneer's fee	502	50		
Klein Auto Works - new locks (Order 9/29/61)	12	50		
One-half Federal documentary stamps	9	90		
One-half State documentary stamps	19	80		
A. J. O'Ferrall, III - notary fee		50		
Edward W. Mogowski - notary fee		50	789	70
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	15,847	51		
Interest thereon @ 5½% from 8/31/61 to 1/15/62 - 4 months 15 days	326	86	16,174	37
To Jacob Jachman and Jacob Rombo, Trustees for Howard Ross Jachman, et al, second mortgagees - this balance on account mortgage claim	215	81	215	81
			17,916	43
Amount of second mortgage claim filed	12,500	00		
Interest thereon @ 6% from 6/10/61 to 1/10/62 - 7 months	437	50		
	12,937	50		
Cr. Amount allowed above	215	81		
Balance subject to decree in personam	12,721	69		

20

with

John P. O'Ferrall, Trustee

Cr.

1961						
Oct.	10	Proceeds of Sale	17,700	00		
		Interest on deferred payment of $15,200.00 - 1 month 12 days	143	40	17,843	40
		Refund 1961 State and County taxes ($283.53) - 2 months 21 days	63	64		
		Refund 1961 water and sewer benefit charges ($42.45) - 2 months 21 days	9	39	73	03
					17,916	43

ORDER NISI LIBER 135 PAGE 230

Occident Federal Savings & Loan Association of Baltimore City

VERSUS

Joseph V. Stewart

and

Dorothy H. Stewart, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,557 Equity.

FILED 1961 DEC 12 PM 3:49

ORDERED, This 12th day of December, 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 22nd 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 22nd day of January next.

George F. Cremwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd 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.

FILED 1962 JAN 23 AM 11:17

V. Bruce Duckett

LIBER 135 PAGE 231

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. 14,557 Equity
Occident Federal Savings & Loan Association of Baltimore City
versus
JOSEPH V. STEWART and DOROTHY H. STEWART, his wife

Ordered, this 12th day of December, 1961; That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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 22nd day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1962

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 14,557

Joseph V. Stewart

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of January, 1962. The first insertion being made the 21st day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

No. M. G. 24665

FILED
1962 JAN -8 PM 3:47

45

LIBER 135 PAGE 232

CHARLES BROOKS ANDERSON and SARA COLLINS ANDERSON, his wife 204 Philosophers Terrace Chestertown, Maryland LETITIA ANDERSON PERLEE and HAROLD PERLEE, her husband Lake Shore Road Peru, New York EDWARD LINDSAY ANDERSON and VIRGINIA V. ANDERSON, his wife 1114 South Lehto Lane Lake Worth, Florida RUTH ANDERSON KIRK and BENEDICT KIRK, her husband 42 Ramsey Place Albany, New York HENRY MARTIN ANDERSON, JR. and SUSAN ANDERSON, his wife 95 Cherry Avenue Delmar, New York MARGARET MARY DIECKELMAN, as mother and next friend of Brooks Michael Anderson, infant 36 Oakwood Street Albany, New York Complainants vs. BROOKS MICHAEL ANDERSON, infant c/o Margaret Mary Dieckelman 36 Oakwood Street Albany, New York MARGARET I. LINDSAY, incompetent Hester Strong Convalescent Home Fairlee, Kent County, Maryland CHARLES BROOKS ANDERSON, Committee of the Estate of Margaret I. Lindsay, incompetent 204 Philosophers Terrace Chestertown, Maryland Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,698 EQUITY 18-435

: : : : : : : : : : :

BILL OF COMPLAINT
TO RATIFY CONTRACT FOR SALE OF REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Charles Brooks Anderson and Sara Collins Anderson, his wife, Letitia Anderson Perlee and Harold Perlee, her husband, Edward Lindsay Anderson and Virginia V. Anderson, his wife, Ruth Anderson Kirk and Benedict Kirk, her husband, Henry Martin Anderson, Jr. and Susan Anderson, his wife, and Margaret Mary Dieckelman, as mother and

FILED
1960 MAR 17 AM 11:40

next friend of Brooks Michael Anderson, infant, by R. Tilghman Brice, III, their Solicitor, respectfully represents unto Your Honors:

FIRST: That Olive Lindsay Anderson departed this life on the nineteenth day of July, 1959 seized and possessed of all those parcels of land designated as Lots Nos. 315, 315A and Lot No. 776B as shown on the Plat of the Pines-On-The-Severn, Anne Arundel County, Maryland, and being the same property conveyed by Robbin K. Garber, et al, to Henry M. Anderson and Olive Lindsay Anderson by Deed dated December 28, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, Folio 83, the said Henry M. Anderson having predeceased Olive Lindsay Anderson leaving her surviving tenant by the entirety, a certified copy of said Deed being filed herewith and marked Complainants' exhibit No. 1.

SECOND: That under and by virtue of the terms of the Last Will and Testament of Olive Lindsay Anderson, a certified copy thereof being filed herewith and marked Complainants' exhibit No. 2, she devised all of her property, real person and mixed, to be equally divided among her sister, Margaret I. Lindsay, and her six children, Letitia Anderson Perlee, Edward Lindsay Anderson, Henry Martin Anderson, Jr., Ruth Anderson Kirk, Charles Brooks Anderson and Robert Elliot Anderson, with a provision that should any of her said children predecease her, leaving children, then the children of said deceased child shall take his or her parent's share.

THIRD: That Robert Elliot Anderson, one of the children of Olive Lindsay Anderson, departed this life on or about the 5th day of June, 1957, leaving surviving him one child, Brooks Michael Anderson, Age 10, one of the Defendants herein.

FOURTH: That Margaret I. Lindsay is incompetent, and resides at the Hester Strong Convalescent Home, Fairlee, Kent County, Maryland, and was declared incompetent by a Decree of the Circuit Court for Kent County dated the 28th day of January, 1960, and in and by said Decree Charles Brooks Anderson was appointed Committee of the person and estate of said Margaret I.

Lindsay, a certified copy of said Decree being filed herewith and marked Complainants' exhibit No. 3.

FIFTH: That the real estate hereinabove described is improved by a dwelling, being the resident of the late Henry Martin Anderson and Olive Lindsay Anderson, which has been unoccupied since the death of the said Olive Lindsay Anderson, and is non-income producing at the present time.

SIXTH: That the Complainants have entered into a Contract of Sale with Francis B. Gavin for the sale of the above mentioned property at and for the price of Twelve Thousand Dollars ($12,000.00) cash, all as set forth in said Contract of Sale, a copy thereof being filed herewith and marked Complainants' exhibit No. 4.

SEVENTH: That your Complainants believe and therefore aver that the sum of Twelve Thousand Dollars ($12,000.00) represents the fair market value of the hereinabove mentioned property.

EIGHTH: That your Complainants believe and therefore aver that the said sale would be for the benefit and advantage of the infant Defendant and the incompetent Defendant since their share of the proceeds of the sale can be used for their support and maintenance.

WHEREFORE YOUR COMPLAINANTS PRAY:

1. That a decree may be passed by this Honorable Court directing that said lots of ground hereinabove described may be sold; and further that said decree ratify and confirm the Contract of Sale between your Complainants and Francis B. Gavin.

2. That this Honorable Court appoint a Trustee to execute a deed in compliance with the said Contract of Sale.

3. That your Complainants may have such other and further relief as the nature of their cause may require.

May it please your Honors to grant unto your Complainants a writ of subpoena, directed to Margaret I. Lindsay, an incompetent residing at the Hester Strong Convalescent Home, Fairlee, Kent County, Maryland, and Charles Brooks Anderson, Committee of the estate of Margaret I. Lindsay,

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 may it please your Honors to grant unto your Complainants an order of publication giving notice to Brooks Michael Anderson, an infant, of 36 Oakwood Street, Albany, New York, who is a non-resident of this State, of the object and substance of this bill, and warning him to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any he may have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

R. Tilghman Brice, III
Solicitor for the Complainants

Charles Brooks Anderson
Charles Brooks Anderson

Sara Collins Anderson
Sara Collins Anderson

Letitia Anderson Perlee
Letitia Anderson Perlee

x Harold Perlee
Harold Perlee

Edward Lindsay Anderson
Edward Lindsay Anderson

Virginia V. Anderson
Virginia V. Anderson

x Ruth Anderson Kirk
Ruth Anderson Kirk

Benedict Kirk
Benedict Kirk

Henry Martin Anderson, Jr.
Henry Martin Anderson, Jr.

Susan Anderson
Susan Anderson

4

Margaret Mary Dieckelman
Margaret Mary Dieckelman, as mother and next friend of Brooks Michael Anderson, infant

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, That on this 8th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles Brooks Anderson and Sara Collins Anderson, his wife, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Florence L. Sutton
Notary Public

STATE OF NEW YORK, COUNTY OF CLINTON, to-wit:

I HEREBY CERTIFY, That on this 25th day of FEBRUARY, 1960, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Letitia Anderson Perlee and Harold Perlee, her husband, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

THOMAS A. ROBINSON
NOTARY PUBLIC IN THE STATE OF NEW YORK
RESIDING IN THE COUNTY OF CLINTON
CLINTON COUNTY OFFICIAL NUMBER 342
MY COMMISSION EXPIRES 3/30/1960

Thomas A. Robinson
Notary Public

STATE OF FLORIDA, COUNTY OF Palm Beach to-wit:

I HEREBY CERTIFY, That on this 27 day of February, 1960, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Edward Lindsay Anderson and Virginia V. Anderson, his wife, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to

5

the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Charles F. Snodgrass
Notary Public

STATE OF NEW YORK, COUNTY OF Albany, to-wit:

I HEREBY CERTIFY, That on this 6th day of Feb, 1960, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Ruth Anderson Kirk and Benedict Kirk, her husband, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Frederick R. Edmunds
FREDERICK R. EDMUNDS, Notary Public
Notary Public in the State of New York
Qualified in Albany County
Commission Expires March 30, 1960

STATE OF NEW YORK, COUNTY OF Albany, to-wit:

I HEREBY CERTIFY, That on this 13th day of February, 1960, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Henry Martin Anderson, Jr. and Susan Anderson, his wife, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Edward B. Kirk
Notary Public
EDWARD B. KIRK
NOTARY PUBLIC, STATE OF NEW YORK
Resident, Albany County
Commission Expires March 30, 1960

STATE OF NEW YORK, COUNTY OF Albany, to-wit:

I HEREBY CERTIFY, That on this 13th day of February, 1960, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Margaret Mary Dieckelman, mother and next friend of Brooks Michael Anderson, infant, and made oath in due form of law that the matters and things set forth in the foregoing Bill of

6

Complaint are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Edward B. Kirk
Notary Public

EDWARD B. KIRK
NOTARY PUBLIC, STATE OF NEW YORK
Resident, Albany County
Commission Expires March 31, 1960

INT. REV. STAMPS $9.35 - MD. STATE STAMPS $5.40

LIBER 135 PAGE 239

THIS DEED, Made this 28th day of December in the year one thousand nine hundred and forty-four, by and between Robbin K. Garber and G. Rudel Garber, her husband, Bettie K. Bangert and Charles Bangert, her husband of Anne Arundel County in the State of Maryland, of the first part, and Henry M. Anderson and Oliver Lindsay Anderson, his wife,

WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Robbin K. Garber and G. Rudel Garber, her husband, Bettie K. Bangert and Charles Bangert, her husband do grant and convey unto the said Henry M. Anderson and Olive. Lindsay Anderson, his wife as tenants by the entireties, their heirs, and assigns, in fee simple, all that lot of ground, situate, lying and being in Anne Arundel County, aforesaid, and described as follows, that is to say:--

All those lots of ground with improvements thereon situate, in the third Election District of Anne Arundel County, Maryland, known as lots Nos. 315, 315A, and 776B as shown on the Plat of the Pines on the Severn, dated October 2nd, 1924, and filed October 14th, 1924 No. 127 and recorded among the plat records of Anne Arundel County in Plat Book W. N. W. No. 5, folio 21; and further described as:

Del. to Henry M. Anderson

Being lots Nos. 315 and 315A as shown on the Plat of the Pines on the Severn aforesaid.

BEING the same lots of ground described in a Deed dated January 5, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 301, folio 105 which was granted and conveyed by Edward E. Kaiser and Laura R. Kaiser, his wife to Robbin K. Garber and Bettie K. Bangert, the said G. Rudel Garber and Charles Bangert joining in the execution of this Deed to divest themselves of all their right, title and interest in their dower rights.

Subject to restrictions in Deed dated November 17th, 1922 and recorded among the land Records of Anne Arundel County in Liber W. N. W. No. 74, folio 104 and deed dated October 6th, 1924 and recorded in Liber W. N. W. No. 91 folio 153, from Charles E. Riordan.

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Henry M. Anderson and Olive Lindsay Anderson, his wife as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantors.

TEST:

Geo. W. Phillips (NOTARIAL SEAL)

Edward E. Kaiser

ROBBIN K. GARBER (SEAL)

G. RUDEL GARBER (SEAL)

BETTIE K. BANGERT (SEAL)

CHARLES BANGERT (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of December in the year one thousand nine hundred and forty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Robbin K. Garber and G. Rudel Garber, her husband, Bettie K. Bangert and Charles Bangert, her husband, the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Geo. W. Phillips, Notary Public

My commission expires May 7, 1945

Recorded Jan. 18th 1945 at 11-50 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 324, Folio 83, 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 7th. day of March, 1960, A. D.

George T. Cromwell per JB

George T. Cromwell, Clerk

LIBER 135 PAGE 242

LAST WILL AND TESTAMENT

OF

OLIVE LINDSAY ANDERSON

FILED
JUL 29 1960
REGISTER OF WILLS
Anne Arundel County

IN THE NAME OF GOD, AMEN:

I, OLIVE LINDSAY ANDERSON, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and desiring to settle my worldly affairs in the manner seeming best to me before it shall please Almighty God to call me hence, do hereby make, publish and declare this to be my Last Will and Testament, in the manner following, that is to say:

FIRST AND PRINCIPALLY: I commit my soul into the Hands of Almighty God, who gave it, and my body to the earth to be decently buried in the discretion of my Executor hereinafter named.

SECOND: After the payment of all of my just debts and funeral expenses and the cost of the administration of my estate, and the cost of the erection of a suitable monument over my grave to perpetuate my memory in the minds of my family and friends, which said marker I hereby direct my Executor hereinafter named to have erected, I give, devise and bequeath my estate as follows:

THIRD: I give, devise and bequeath all of my property, real, personal and mixed, and wheresoever situate, of which I may die seized and possessed and over which I may have any power of appointment to my husband, Henry Martin Anderson, absolutely; PROVIDED, HOWEVER, that should my said husband predecease me, or should we both die as the result of the same accident or catastrophe, I give, devise and bequeath my estate as follows:

FOURTH: I give, devise and bequeath all of my property, real, personal and mixed, and wheresoever situate, of which I may die seized and possessed and over which I may have any power of appointment, to be equally divided among my sister, Margaret I. Lindsay, and my six children, Patricia Anderson Parlee, Edward [illegible]

Pltffs'. Exhibit No. 2
No. 12,696 Equity
1-June 60

Complaint
Exhibit #2

FILED
1960 MAR 17 AM 11 [illegible]

11

Anderson, Henry Martin Anderson, Jr., Ruth Anderson Kirk, Charles Brooks Anderson and Robert Elliot Anderson, absolutely; PROVIDED, HOWEVER, that should my said sister, Margaret I. Lindsay, not be living at the time of my death, then her share shall be equally divided among my aforesaid six children. PROVIDED, HOWEVER, that should any of my said children predecease me, leaving children, then the children of said deceased child shall take his or her parent's share.

LASTLY: I hereby nominate, constitute and appoint my husband, Henry Martin Anderson, to be the Executor of this my Last Will and Testament, and I hereby authorize and empower my Executor herein named to sell and dispose of all and any part of my estate, real or personal at public and private sale or sales for such price or prices and upon such terms and conditions as he may deem best, and to grant and convey the same to the party or parties thereof, his, her or their heirs and assigns, free from all liability for or on account of the application of the purchase money.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 29th day of September in the year of Our Lord, One Thousand Nine Hundred and Fifty-three, hereby revoking any and all Wills or Codicils by me heretofore made.

Olive Lindsay Anderson
Olive Lindsay Anderson

Signed, Sealed, Published, and Declared by the above named Testatrix, OLIVE LINDSAY ANDERSON, as and for her Last Will and Testament, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Robert C. Calder
Alice Lindsay Calder
R. Lilyhan Brown

12

STATE OF MARYLAND

Anne Arundel County LIBER 135 PAGE 244

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 Olive Lindsey Anderson *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* March *in the year of our Lord, nineteen hundred and* sixty

George M. Nutwell

Register of Wills for Anne Arundel County

13

LIBER 135 PAGE 245

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
ESTATE OF	:	FOR KENT COUNTY
MARGARET I. LINDSAY, INCOMPETENT	:	NO. 4453 EQUITY
	:	

: : : : : : :

DECREE

This cause standing ready for hearing, and the said Margaret I. Lindsay heretofore summoned and failing to appear, and the petition, affidavits and exhibits having been read and considered, and the Court having heard testimony as to approximate assets of estate, it is thereupon, this 28th day of January, 1960, by the Circuit Court for Kent County in Equity, ADJUDGED, ORDERED AND DECREED that the said Margaret I. Lindsay is incompetent to manage her property by reason of both physical and mental disability, and it is hereby further ORDERED that Charles Brooks Anderson be and he is hereby appointed committee of the person and estate of the said Margaret I. Lindsay, with full power and authority to take charge of and manage her property and to assume the control of her person under the direction of this Court; but before the said Charles Brooks Anderson shall proceed to act as such committee he shall give bond to the State of Maryland in the penalty of Ten Thousand Dollars ($10,000.00) if corporate security be given or double that if penal, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as committee.

/s/ Thos. J. Keating, Jr.
Judge

True Copy, Test:- W. Henry Gsell, Clerk.

I... 3
No. 13,698 Equity
1- June 60

Complaint
Exhibit # 3

FILED
1960 MAR 17 AM 11:41

14

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
ESTATE OF	:	FOR KENT COUNTY
MARGARET I. LINDSAY, INCOMPETENT	:	NO. 4453 EQUITY
	:	

: : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles Brooks Anderson, committee of the person and estate of Margaret I. Lindsay, respectfully shows:

1. That Margaret I. Lindsay is a legatee under the Last Will and Testament of her sister, Olive Lindsay Anderson, a resident of Anne Arundel County, State of Maryland, who departed this life on July 19, 1959, testate, devising a one-seventh of her estate to the said Margaret I. Lindsay.

2. That among the assets of said Estate of Olive Lindsay Anderson is her home located at the Pines-On-The-Severn in the Third Election District of Anne Arundel County, Maryland, which is described as Lots Nos. 315, 315A and 776B as shown on the Plat of Pines-On-The-Severn, and being the property conveyed by Robbin K. Garber, et al to Henry M. Anderson and Olive Lindsay Anderson, his wife, by Deed dated December 28, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, folio 83.

3. That the said real estate was appraised at $12,500.00 in the Estate of Olive Lindsay Anderson.

4. That said property has been vacant and non-income producing since the death of the said Olive Lindsay Anderson.

5. That recently an offer has been made by Francis B. Gavin of Anne Arundel County, State of Maryland to purchase said property for the sum of $12,000.00 from the legatees under the Last Will and Testament of the said Olive Lindsay Anderson; and it is the opinion of your Petitioner that said property should be sold.

15

Therefore, your Petitioner prays the Court to pass an Order authorizing him to join with the other legatees under the Last Will and Testament of Olive Lindsay Anderson for the sale of the above mentioned real estate.

AND, as in duty bound, etc.

/s/ Charles Brooks Anderson
Charles Brooks Anderson

/s/ R. Tilghman Brice
R. Tilghman Brice, III

/s/ Wm. Dunbar Gould
William Dunbar Gould
Solicitors for the Petitioner

STATE OF MARYLAND, County of Kent, to-wit:

I HEREBY CERTIFY, That on this 28th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles Brooks Anderson, and made oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notary Seal) /s/ Margaret Ann Morris
Notary Public

* * * * * * *

ORDER

ORDERED by the Circuit Court for Kent County, in Equity, this 28th. day of January, 1960, upon the foregoing Petition, that Charles Brooks Anderson, committee for the person and estate of Margaret I. Lindsay, be and he is hereby authorized to join with the other legatees under the Last Will and Testament of Olive Lindsay Anderson, in the execution of a Contract of Sale

16

with Francis B. Gavin for the sale of the real estate of the late Olive Lindsay Anderson at the Pines-On-The-Severn, Anne Arundel County, Maryland, for the sale price of $12,000.00, subject to the usual real estate commissions and settlement adjustments, the sale to be reported to and ratified by the Circuit Court for Anne Arundel County in Equity. by Thos. J. Keating Jr., Judge

True Copy, Test:- W. Henry Zell, Clerk.

17

LIBER 135 PAGE 249

THIS AGREEMENT, Made this day of January in the year nineteen hundred and sixty, by and between CHARLES BROOKS ANDERSON and SARA COLLINS ANDERSON, his wife, of Chestertown, Maryland; LETITIA ANDERSON PERLEE and HAROLD PERLEE, her husband, of Peru, New York; EDWARD LINDSAY ANDERSON and VIRGINIA V. ANDERSON, his wife, of Lake Worth, Florida; RUTH ANDERSON KIRK and BENEDICT KIRK, her husband, of Albany, New York; HENRY MARTIN ANDERSON, JR. and SUSAN ANDERSON, his wife, of Delmar, New York; BROOKS MICHAEL ANDERSON, son and only child of Robert Eliot Anderson, by MARGARET MARY DIECKELMAN, his mother and next friend; MARGARET I. LINDSAY, by Charles Brooks Anderson, Committee; of the first part, hereinafter called Vendors; and FRANCIS B. GAVIN, of Anne Arundel County, State of Maryland, of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendors do hereby bargain and sell unto the said Vendee, and the Vendee does hereby purchase from the Vendors, subject to any covenants and restrictions of record, the following described property situate and lying in Anne Arundel County, State of Maryland, and described as follows:

Lots Nos. 315, 315A and Lot No. 776B as shown on the plats of the Pines-On-The-Severn duly recorded among the Plat Records of Anne Arundel County, and being the same property conveyed by Robbin K. Garber, et al, to Henry M. Anderson and Olive Lindsay Anderson by Deed dated December 28, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, Folio 83.

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

At and for the price of Twelve Thousand Dollars ($12,000.00) of which One Thousand Two Hundred Dollars ($1,200.00) having been paid prior to the signing hereof and Ten Thousand Eight Hundred Dollars ($10,800.00) the

Complete
Stamp II 4

FILED
1960 MAR 17 AM 11:41

Filed No. 4
No. 13,698
1 June 1960

18

balance of said purchase price to be paid upon final ratification of this contract by the Circuit Court for Anne Arundel County, which shall be not later than one hundred twenty (120) days from the date hereof.

AND upon payment as above of the unpaid purchase money a Deed for the property shall be executed by the Vendors or by a Trustee appointed by the Court for them at the Vendee's expense which shall convey the property by a good and marketable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendors and the Vendee.

The Vendors hereby agree to pay to Joseph D. Lazenby Company a Broker's Commission in the amount of Seven Hundred Twenty Dollars ($720.00), in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESS:

	Charles Brooks Anderson (SEAL) Charles Brooks Anderson
	Sara Collins Anderson (SEAL) Sara Collins Anderson
	Letitia Anderson Perlee (SEAL) Letitia Anderson Perlee
	Harold Perlee (SEAL) Harold Perlee
	Edward Lindsay Anderson (SEAL) Edward Lindsay Anderson
	Virginia V. Anderson (SEAL) Virginia V. Anderson

19

Frederick R. Edmunds — x Ruth Anderson Kirk (SEAL)
Ruth Anderson Kirk

Frederick R. Edmunds — Benedict Kirk (SEAL)
Benedict Kirk

Edward B. Fink — Henry Martin Anderson, Jr. (SEAL)
Henry Martin Anderson, Jr.

Edward B. Fink — Susan Anderson (SEAL)
Susan Anderson

Edward B. Fink — Brooks Michael Anderson (SEAL)
Brooks Michael Anderson

By:
Margaret Mary Dieckelman (SEAL)
Margaret Mary Dieckelman, next friend

R. Stuart Brown — Margaret I. Lindsay (SEAL)
Margaret I. Lindsay

By:
Charles Brooks Anderson (SEAL)
Charles Brooks Anderson, Committee

Rudolph Michelson — Francis B. Gavin (SEAL)
Francis B. Gavin

20

LIBER 135 PAGE 252

CHARLES BROOKS ANDERSON, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BROOKS MICHAEL ANDERSON, Infant, et al	:	NO. 13,698 EQUITY

PETITION FOR PERSONAL SERVICE OF ORDER OF PUBLICATION:

: : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles B. Anderson, et al, the Complainants in the above cause and R. Tilghman Brice, III, their solicitor respectfully shows:

1. That Brooks Michael Anderson, the non-resident infant Defendant must be served in this cause by an Order of Publication.

2. That an Order of Publication must be issued in this cause by the Clerk of the Circuit Court of Anne Arundel County.

3. That considerable time and expense could be saved if the Order of Publication were personally served on the said Brooks Michael Anderson, infant in leiu of publication thereof in a newspaper in Anne Arundel County.

Therefore, your petitioner prays the Court to direct that a copy of the Order of Publication be sent to Anthony Feeney, Esq., a member of the Bar of the State of New York, 100 State Street, Albany, New York, to be personally served by him on Brooks Michael Anderson, the infant non-resident Defendant,

As in duty bound, etc.

R. Tilghman Brice
Solicitor for the petitioner

UPON THE FOREGOING PETITION, it is of this 18th day of March by the Circuit Court of Anne Arundel County in equity, ordered that a copy of the Order of Publication in this cause be sent to Anthony Feeney, Esq., 100 State Street, Albany, New York to be personally served by him on Brooks Michael Anderson, the infant Defendant in this cause.

Matthew Evans
Judge

FILED
1960 MAR 17 AM 11:40

FILED
1960 MAR 21 AM 10:42

21

LIBER 135 PAGE 253

CHARLES BROOKS ANDERSON and SARA COLLINS ANDERSON, his wife 204 Philosophers Terrace Chestertown, Maryland LETITIA ANDERSON PERLEE and HAROLD PERLEE, her husband Lake Shore Road Peru, New York EDWARD LINDSAY ANDERSON and VIRGINIA V. ANDERSON, his wife 1114 South Kehto Lane Lake Worth, Florida RUTH ANDERSON KIRK and BENEDICT KIRK, her husband 42 Ramsey Place Albany, New York HENRY MARTIN ANDERSON, JR. and SUSAN ANDERSON, his wife 95 Cherry Avenue Delmar, New York MARGARET MARY DIECKELMAN, as mother and next friend of Brooks Michael Anderson, infant 36 Oakwood Street Albany, New York Complainants vs. BROOKS MICHAEL ANDERSON, infant c/o Margaret Mary Dieckelman 36 Oakwood Street Albany, New York MARGARET I. LINDSAY, incompetent Hester Strong Convalescent Home Fairlee, Kent County, Maryland CHARLES BROOKS ANDERSON, Committee of the Estate of Margaret I. Lindsay, incompetent 204 Philosophers Terrace Chestertown, Maryland Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,698 EQUITY

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

ORDER OF PUBLICATION

The object of this suit is to have the Circuit Court of Anne Arundol County ratify a Contract of Sale entered into by the Plaintiffs and the Defendants Brooks Michael Anderson by Margaret Mary Dieckleman his mother and next friend and Margaret I. Lindsay, incompetent by Charles Brooks Anderson her Committee for the sale of Lots No. 315, 315-A and 776-B as shown on a Plat of the Pines-On-The-Severn.

FILED
1960 MAR 17 AM 11:40

22

That Olive Lindsay Anderson departed this life on the Nineteenth day of July, 1959, seized and possessed of all those parcels of land designated as Lots Nos. 315, 315-A and Lot. No. 776-B as shown on the Plat of the Pines-On-The-Severn, Anne Arundel County, Maryland, and being the same property conveyed by Robbin K. Garber, et al, to Henry M. Anderson and Olive Lindsay Anderson by Deed dated December 28, 1944 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 324, Folio 83, the said Henry M. Anderson having predeceased Olive Lindsay Anderson leaving her surviving tenant by the entirety, a certified copy of said Deed being filed herewith and marked Complainants' exhibit No. 1.

That under and by virtue of the terms of the Last Will and Testament of Olive Lindsay Anderson, a certified copy thereof being filed herewith and marked Complainants' exhibit No. 2, she devised all of her property, real person and mixed, to be equally divided among her sister, Margaret I. Lindsay, and her six children, Letitia Anderson Perlee, Edward Lindsay Anderson, Henry Martin Anderson, Jr., Ruth Anderson Kirk, Charles Brooks Anderson and Robert Elliot Anderson, with a provision that should any of her said children predecease her, leaving children, then the children of said deceased child shall take his or her parent's share.

That Robert Elliot Anderson, one of the children of Olive Lindsay Anderson, departed this life on or about the 5th day of June, 1957, leaving surviving him one child, Brooks Michael Anderson, Age 10, one of the defendants herein.

That Margaret I. Lindsay is incompetent, and resides at the Hester Strong Convalescent Home, Fairlee, Kent County, Maryland, and was declared incompetent by a Decree of the Circuit Court for Kent County dated the 28th day of January, 1960, and in and by said Decree Charles Brooks Anderson was appointed Committee of the person and estate of said Margaret I. Lindsay, a certified copy of said Decree being filed herewith and marked Complainants' exhibit No. 3.

23

That the real estate hereinabove described is improved by a dwelling, being the resident of the late Henry Martin Anderson and Olive Lindsay Anderson, which has been unoccupied since the death of the said Olive Lindsay Anderson, and is non-income producing at the present time.

That the Complainants have entered into a Contract of Sale with Francis B. Gavin for the sale of the above mentioned property at and for the price of Twelve Thousand Dollars ($12,000.00) cash, all as set forth in said Contract of Sale, a copy thereof being filed herewith and marked Complainants' exhibit No. 4.

That your Complainants believe and therefore aver that the sum of Twelve Thousand Dollars ($12,000.00) represents the fair market value of the hereinabove mentioned property.

That your Complainants believe and therefore aver that the said sale would be for the benefit and advantage of the infant Defendant and the incompetent Defendant since their share of the proceeds of the sale can be used for their support and maintenance.

The Bill of Complaint prays that the Court pass a Decree directing the sale of the Lots of land together with the improvements thereon described in the Bill of Complaint and that the Court ratify and confirm the Contract of Sale between the Complainants and Francis B. Gavin in compliance with the Contract of Sale and further that the Complainants may have such other and further relief as the nature of their cause may require.

IT IS THEREFORE, this 21st day of March, 1960, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper publishing in Anne Arundel County, Maryland, once each week, for four successive weeks before the 25th day of April, 1960, giving notice to the non-resident respondent, Brooks Michael Anderson, of the object and substance of this Bill and Order, requiring him to be and appear in this Honorable Court either in person or by attorney on or before the 27th day of May, 1960, to show cause, if any he may have why a decree

24

should not be granted as prayed herein; PROVIDED, HOWEVER, another mode of service may be that a copy of this Order may be personally served on such respondent one month before the day fixed for his appearance, which day herein fixed for his said appearance is the 27th day of May 1960.

George T. Cromwell
George T. Cromwell
Clerk
Circuit Court, Anne Arundel County

25

LIBER 135 PAGE 257

CHARLES BROOKS ANDERSON, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BROOKS MICHAEL ANDERSON, Infant, et al	:	NO. 13698 EQUITY
	:	

ANSWER TO BILL OF COMPLAINT

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Answer of Charles Brooks Anderson, Committee of the person and Estate of Margaret I. Lindsay, incompetent, respectfully shows that he admits all of the allegations contained in the Bill of Complaint heretofore filed and believes that it is to the best interest of the incompetent defendant that the real estate mentioned in the Bill of Complaint be sold and that the contract mentioned in the Bill of Complaint be ratified by the Court.

As in duty bound, etc.

Charles Brooks Anderson
Charles Brooks Anderson
Committee of the Estate of
Margaret I. Lindsay, incompetent

FILED
1960 APR -5 AM 9:40

26

CHARLES BROOKS ANDERSON, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BROOKS MICHAEL ANDERSON, Infant, et al	:	NO. 13698 EQUITY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ANSWER FOR INFANT DEFENDANT AND INCOMPETENT DEFENDANT

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Charles Brooks Anderson, one of the plaintiffs in the above entitled case respectfully represents:

1. That the said infant defendant, Brooks Michael Anderson, and the incompetent defendant, Margaret I. Lindsay, have both been duly returned summoned, but both being under legal disabilities cannot answer and defend this suit for themselves.

Your petitioner therefore prays the Court to appoint a guardian ad litem to appear and answer for the said infant and the said incompetent.

As in duty bound, etc.

Charles Brooks Anderson
Charles Brooks Anderson

Solicitor for the petitioner

State of Maryland, County of Kent, to-wit:

I HEREBY CERTIFY that on this 2nd day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared the above named Charles Brooks Anderson and made affirmation in due form of law that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

Florence L. Sutton
Notary Public

ORDER

ORDERED, this 5th day of April, 1960, by the Circuit Court of Anne Arundel County, upon the aforegoing petition and affidavit, that

FILED
1960 APR -5 AM 9:40

FILED
1960 APR -5 PM 3:06

27

Ernest Florentine be, and he is hereby appointed guardian ad litem to appear and answer for Brooks Michael Anderson, the infant defendant in the above entitled case and it is further ordered that Gilbert Gatt be, and he is hereby appointed guardian ad litem to appear and answer for Margaret I. Lindsay, the incompetent defendant in the above entitled case.

Matthew S. Evans
Judge

28

CHARLES BROOKS ANDERSON, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BROOKS MICHAEL ANDERSON, Infant, et al	:	NO. 13698 EQUITY

ANSWER OF GUARDIAN AD LITEM

: : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Brooks Michael Anderson, by Ernest Florestano, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Charles Brooks Anderson et al against him in this Court respectfully shows.

This defendant, being an infant, cannot admit any of the matter and things in said bill of complaint alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Ernest Florestano

Ernest Florestano,
Guardian ad litem

FILED
1960 APR -7 PM 12:00

29

CHARLES BROOKS ANDERSON, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BROOKS MICHAEL ANDERSON, Infant, et al	:	NO. 13698 EQUITY

ANSWER OF GUARDIAN AD LITEM

: : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Margaret I. Lindsay, by Winson G. Gott, Jr., guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Charles Brooks Anderson et al against him in this Court respectfully shows.

This defendant, being an incompetent, cannot admit any of the matter and things in said bill of complaint alleged, and submits her rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Winson G. Gott, Jr.
Winson G. Gott, Jr.,
Guardian ad litem

FILED
1960 APR -7 PM 1:35

30

CHARLES BROOKS ANDERSON, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
BROOKS MICHAEL ANDERSON, Infant, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 13,698 EQUITY

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

TAKEN IN OPEN COURT

BEFORE

HON. MATTHEW S. EVANS

June 1, 1960

Present:

Mr. R. Tilghman Brice, III, Solicitor for Plaintiffs

Mr. Robert Green, Deputy Clerk

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Charles Brooks Anderson, pages 2 - 6

Philip Richebourg, pages 7 - 8

FILED
1960 JUN -2 PM 3:29

3/

Charles Brooks Anderson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice, direct examination)

1. Mr. Anderson, state your name, residence and occupation, will you please, sir?

A. Charles Brooks Anderson, 204 Philosophers Terrace, Chestertown, Maryland, College Professor.

2. Is that Washington College?

A. Washington College, Chestertown.

3. Mr. Anderson, Olive Lindsay Anderson was your mother?

A. Yes.

4. Do you recall when she died, sir?

A. July 19th, 1959.

5. At the time of her death was she seized and possessed of lots 315, 315A, and 776B as shown on the plat of the Pines on the Severn?

A. Yes, she was.

6. Is that property improved? I say, is that property improved? Does it have a building on it?

A. Yes.

7. What does it consist of?

A. One home and one garage.

Brice - If the Court please, I would like to offer the deed from Robbin K. Garber to Henry M. and Olive Lindsay Anderson which is filed as an exhibit.

Court - Admit it.

(DEED FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 1)

8. Is your father living or dead, Mr. Anderson?

A. My father is dead.

9. Do you recall when he died, sir?

32

A. January 28th, I think, 1958.

10. Mr. Anderson, did your mother leave a last will and testament?

A. Yes.

Brice - I would like to offer a certified copy of that, sir, filed with the bill.

Court - Also admit that, Mr. Green.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 2)

11. Mr. Anderson, one of the defendants, namely, Margaret I. Lindsay, is alleged to be incompetent. Is that correct?

A. That is true.

12. Who is her committee?

A. I am.

Brice - If the Court please, I would like to offer a certified copy of the decree of incompetence of Miss Lindsay, which is also filed.

Court - Admit it.

(DECREE OF INCOMPETENCY FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 3)

13. Mr. Anderson, have the plaintiffs in these proceedings entered into a contract with Mr. Gavin, for the sale of the property at the Pines?

A. Yes, they have.

14. Subject to the ratification by this Court?

A. Yes, sir.

Brice - If the Court please, I would like to offer copy of that contract which is also filed.

Court - Admit it.

(CONTRACT FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 4)

15. Mr. Anderson, under the last will and testament of your mother, to whom did she devise her property?

A. To her sister, Margaret Lindsay, and to her sons and daughters, and to her grandson, Brooks Michael Anderson.

16. Now who are the sons and daughters of your mother?

A. Daughters, Letitia Perlee, Ruth Kirk, sons, Lindsay Anderson, Martin Anderson, and myself, Brooks Anderson.

17. That is Edward Lindsay Anderson?

A. Edward Lindsay Anderson.

18. And Henry Martin Anderson, Jr., and yourself?

A. Yes.

19. Now is there a deceased brother?

A. Yes.

20. Who is he, sir?

A. Robert Elliott Anderson, father of Brooks Michael Anderson.

21. When did he die, sir?

A. In June, 1956, I believe.

22. He died before your mother?

A. Yes.

23. Mr. Anderson, will you describe a little bit more clearly what this property at the Pines consists of?

A. Well a double lot and a house, unoccupied since shortly after my mother's death, two or three days afterwards. The only improvements being the house and the garage.

24. Have you been trying to sell this property?

A. Yes, it has been up for sale since shortly after Mother passed away. We asked $15,000.00 for the house.

25. And lots?

A. And the lots.

26. Were you able to get that sir?

A. No, sir.

27. What is the best offer you have been able to get, sir?

A. The best offer we have been able to get is $12,000.00.

28. And that is the offer from Mr. Gavin?

A. That is the offer from Mr. Gavin.

29. And that is a cash offer?

A. Cash offer, yes.

30. Mr. Anderson, is it your opinion that this is a fair and just price for this property?

A. I feel that it is, sir.

31. Do you think it is for the best interest of the infant defendant, Brooks Michael Anderson and the incompetent defendant, Margaret I. Lindsay, that this property be sold?

A. Yes, I do.

32. Why do you say that?

A. Well at this time I don't think the market will get any better for a while. We have had the house up for sale for I think about six months, well since mother passed away.

33. Neither the infant nor the incompetent are receiving any income from the property, are they?

A. No, sir.

34. Where is Miss Lindsay at the present time?

A. At the present time she is in the Eastern Shore State Hospital at Cambridge, Maryland.

35. Is it costing anything for her to stay there?

A. Yes. The fees are $139.00 a month and within a short time the cash she had at the time she was changed from the nursing home down there, will soon be used up.

35

36. And these funds could be used for her support and maintenance which she needs?

A. Yes, sir.

37. Do I understand that she is of limited resources?

A. Yes, sir.

38. How old is the other infant defendant, Brooks Michael Anderson?

A. He is about ten years of age.

39. These funds could be used under the proper supervision of the Court for his support and maintenance?

A. Yes, sir. The mother has married again, but there have been more children, and he goes to a parochial school and there are expenses there.

Brice - I think that is all, Your Honor, unless you have any questions.

Court - No questions.

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

ANSWER No.

SIGNATURE Charles Brooks Anderson
Charles Brooks Anderson

36

Philip Richebourg, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice, direct examination)

1. State your name, residence, and occupation, sir.

A. My name is Philip Richebourg. My residence is 105 Scott Drive, Annapolis, Maryland, and I am in the real estate and insurance business in Annapolis.

2. Mr. Richebourg, how long have you been in the real estate business in Annapolis?

A. Approximately fifteen years.

3. Are you familiar with the property which is the subject of this suit, namely lots 315, 315A, and 776B, as shown on the plat of the Pines, that was owned by Mrs. Anderson at the time of her death?

A. Yes, I am familiar with the property.

4. Mr. Richebourg, what in your opinion, is the value of this property?

A. Well I think the value has been established, the market value has been established as a result of the contract of sale which we were able to procure, namely $12,000.00. We had listed the property at $15,000.00, and had shown it for a period of four or five months prior to being able to secure this offer, which was the best offer that we could get.

5. Do you feel that $12,000.00 is a fair price for the property?

A. Yes, I do.

6. Is it in need of repair?

A. I would say that it is in need of moderate repairs.

7. Such as redecorating?

A. Redecorating. No major repairs whatsoever are

37

mandatory.

8. Mr. Richebourg, you heard the testimony of Mr. Anderson. Is it your opinion that it would be for the benefit and advantage of the infant defendant and the incompetent defendant, that this property be sold and this contract ratified, sir?

A. Well I am not familiar with all of the circumstances surrounding the heirs at law to this property, but the property is not yielding any income at the present time. It has been idle since the passing of Mrs. Anderson, and it certainly would seem that the proceeds from this sale could be used to benefit the heirs at law.

9. You mean by heirs the infant defendant and the incompetent?

A. Yes.

Brice - That is all, sir.

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

ANSWER None

SIGNATURE Philip Richebourg
Philip Richebourg

I hereby certify that the aforegoing testimony is a true and bona fide copy of the testimony of Charles Brooks Anderson and Philip Richebourg, given in Open Court in the Court Trial of the case of Anderson, et al, vs. Anderson, et al, on the 1st day of June, 1960, in the Circuit Court for Anne Arundel County before Hon. Matthew S. Evans.

Shirley Miller

Shirley Miller, Court Stenographer

$9.00 J.M.

37

CHARLES BROOKS ANDERSON and SARA COLLINS ANDERSON, his wife 204 Philosophers Terrace Chestertown, Maryland	:	IN THE CIRCUIT COURT
LETITIA ANDERSON PERLEE and HAROLD PERLEE, her husband Lake Shore Road Peru, New York	:	FOR
EDWARD LINDSAY ANDERSON and VIRGINIA V. ANDERSON, his wife 1114 South Lehto Lane Lake Worth, Florida	:	ANNE ARUNDEL COUNTY
RUTH ANDERSON KIRK and BENEDICT KIRK, her husband 42 Ramsey Place Albany, New York	:	NO. 13,698 EQUITY
HENRY MARTIN ANDERSON, JR. and SUSAN ANDERSON, his wife 95 Cherry Avenue Delmar, New York	:	
MARGARET MARY DIECKELMAN, as moth and next friend of Brooks Michael Anderson, infant 36 Oakwood Street Albany, New York	:	
Complainants	:	
vs.	:	
BROOKS MICHAEL ANDERSON, infant c/o Maragret Mary Dieckelman 36 Oakwood Street Albany, New York	:	
MARGARET I. LINDSAY, incompetent Hester Strong Convalescent Home Fairlee, Kent County, Maryland	:	
CHARLES BROOKS ANDERSON, Committee of the Estate of Margaret I. Lindsay, Incompetent 204 Philosophers Terrace Chestertown, Maryland	:	
Defendants	:	

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

DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THIS CAUSE standing ready for hearing and being submitted, the proceedings were read and considered by the Court and it appearing to the Court that the real estate mentioned in these proceedings cannot be divided

FILED
1960 JUN 22 PM 2:37

40

in kind without material loss or injury and that the Contract for the sale of said property filed in these proceedings appears to be for the best interest and advantage of the infant Defendant and the incompetent Defendant and of all other persons interested therein.

IT IS THEREUPON, This 22nd day of June, in the year nineteen hundred and sixty, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED, That the Contract of Sale between CHARLES BROOKS ANDERSON and others, and FRANCIS B. GAVIN dated the _____ day of January, 1960, BE AND THE SAME IS hereby ratified and confirmed and that R. Tilghman Brice, III, BE AND HE IS hereby appointed Trustee, who upon receipt of the purchase price of TWELVE THOUSAND DOLLARS ($12,000.00), by a good and sufficient Deed, said Deed to be signed, sealed, acknowledged and recorded according to law, shall convey to FRANCIS B. GAVIN all the right, title, interest and estate of all of the persons to this suit and those claiming by, from or under them or any of them in and to all those lots or parcels of land, lying and being in Anne Arundel County, State of Maryland, and described as follows:

Lots Nos. 315, 315A and 776B, as shown on the plats of the Pines-On-The-Severn duly recorded among the Plat Records of Anne Arundel County, and being the same property conveyed by Robbin K. Garber, et al, to Henry M. Anderson and Olive Lindsay Anderson by Deed dated December 28, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, Folio 83.

BUT BEFORE THE SAID TRUSTEE shall proceed to act, he shall first file with this Court or the Clerk thereof a good and sufficient corporate bond in the penalty of TWELVE THOUSAND DOLLARS ($12,000.00) to be approved by this Court or the Clerk thereof, 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, and the said Trustee shall then bring into this Court the money and proceeds arising from the sale as aforesaid, to be distributed according to law, under the direction of this Court ,

41

after the payment of the Court costs and other expenses and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherein he has appeared to have discharged is Trust.

JUDGE

Trustee's Bond

LIBER 10 PAGE 294

Equity No. 13.698

LIBER 135 PAGE 274

KNOW ALL MEN BY THESE PRESENTS:

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 Twelve Thousand and 00/00 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 23rd day of June in the year of our Lord one thousand nine hundred and Sixty

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 the real estate

mentioned in the proceedings in the case of Anderson

vs.

Anderson Equity No. 13698

now pending in said Court:

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

Frances F. Bailey

Signed, sealed and delivered in the presence of

Sue E. Bracy

Sue E. Bracy (for Surety)

R. Tilghman Brice (SEAL)

(SEAL)

STANDARD ACCIDENT INSURANCE COMPANY (SEAL)

By: Daniel F. Hurley (SEAL)

Daniel F. Hurley, Jr., Attorney-in-fact.

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~~ Anne Arundel Co. 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 T. L. Sedwick
T.L.Sedwick *Vice-President*

ATTEST: W. J. Nichols
W.J.Nichols *Assistant Secretary*

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

June 23, 1960

W. J. Nichols *Assistant Secretary*

B-895-H Ed. 10-1958

FILED

1960 JUN 28 AM 11:27

Bond approved this 28 day of June 1960

Geo. T. Cromwell, Clerk

43

LEER 135 PAGE 275

CHARLES BROOKS ANDERSON, ET AL	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BROOKS MICHAEL ANDERSON, INFANT, ET AL	:	NO. 13,698 EQUITY
	:	
	:	

::::::::::

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Margaret Mary Dieckelman, MARGARET A. DIECKELMAN mother of Brooks Michael Anderson, an infant, respectfully shows:

1. That she has been appointed General Guardian of ~~by~~ BROOKS M. ANDERSON a/k/a BROOKS MICHAEL ANDERSON, by the Surrogate's Court of the County of Albany, State of New York and files herewith a certified copy of her letters showing said appointment and that the same is in full force and effect.

2. That her ward, Brooks Michael Anderson, is entitled to his proportionate share of the proceeds of the sale of the real estate mentioned in these proceedings.

Therefore your Petitioner prays the Court to pass an Order authorizing and directing the Court Auditor in these proceedings to award the share of the proceeds of the sale of the real estate sold in these proceedings, to which Brooks Michael Anderson may be entitled, subject to his proportionate share of the costs and expenses, to your Petitioner, his General Guardian

Margaret Mary Dieckelman
Margaret A. Dieckelman
Margaret Mary Dieckelman
MARGARET A. DIECKELMAN

FILED

1961 JUN -9 PM 4:08

44

STATE OF NEW YORK, COUNTY OF , TO WIT:

I HEREBY CERTIFY that on this day of July, 1960, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Margaret Mary Dieckelman a/k/a MARGARET A. DIECKELMAN , and made oath in due form of law that the matter and facts in the aforegoing Petition are true to the best of her knowledge and belief.

Anthony J. Feeney Jr.
Notary Public
Albany County

ORDER

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 15th day of June, 1960, upon the aforegoing Petition and Affidavit, that the Auditor distribute the proportionate share of the proceeds of the sale of the real estate mentioned in these proceedings to Brooks Michael Anderson, subject to his proportionate costs and expenses to Margaret Mary Dieckelman, subject to the usual exceptions.

Matthew S. Boone
JUDGE

FILED
1961 JUN 16 AM 9:34

45

The People of the State of New York.

LIBER 135 PAGE 277

To all to whom these Presents shall Come, or may Concern, send Greeting:

Know Ye, That at a Surrogate's Court, held at the City and County of Albany, on the nineteenth day of August in the year of our Lord one thousand nine hundred and fifty-nine, Letters of Guardianship of the person and estate of Brooks M. Anderson a Minor, were duly granted and issued by the Surrogate of the County of Albany to Margaret A. Dieckelman and said General Guardian was directed to collect and receive the monies and property of said Brooks M. Anderson jointly with the Clerk of the Surrogate's Court of Albany County, N. Y., and to deposit such monies in the City & County Savings Bank in the name of said General Guardian subject to the order of the Surrogate, and that the same are still valid and in full force.

In Testimony Whereof, we have caused the Seal of Office of our said Surrogate to be hereunto affixed.

Witness, HON. HAROLD E. KOREMAN, Surrogate of our said County, at the City of Albany, the 31st day of August in the year of our Lord one thousand nine hundred and sixty

Clerk of the Surrogate's Court.

46

In the Case of

Charles Brooks Anderson,
et al

vs.

Brooks Michael Anderson,
et al

In the

Circuit Court

For

Anne Arundel County

No. 13,698 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

June 20, 1961

FILED
1961 JUN 20 PM 12:37

For

Anne Arundel County

To the Honorable, the Judges of said Court:

43

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from

Dr. Charles Brooks Anderson, et al vs. Brooks Michael Anderson, et al — in ac.

To Trustee for Commissions, viz:	390	00	390	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	89	25		
Shirley M. Miller - Stenographer's fee	9	00		
Shirley M. Miller - additional costs	2	50		
Ernest Florestano- Guardian ad litem's fee	4	00		
Winson G. Gott, Jr. - Guardian ad litem's fee	4	00		
Auditor - stating this account	36	00	154	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
Standard Accident & Insurance Co. - bond premium	48	00		
Clerk of Court - certified copy deed	2	25		
Feeney & Ford - services in service of order of publication, etc on infant	20	00		
Joseph D. Lazenby Co. - broker's commission	720	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20	822	05
To Trustee for Taxes, viz:				
1960 State and County taxes ($162.11) - 6 months 12 days	88	21	88	21
To Trustee for Benefit Charges, viz:				
1960 water and sewer benefit charges ($14.69) - adjusted to 7/12/60	5	67		
Turn on charge	2	00	7	67
BALANCE FOR DISTRIBUTION - $10,537.32				
Distributed to the devisees of Olive Lindsay Anderson, who died 7/19/59, as follows:				
(1) To Charles Brooks Anderson, Commitee of Margaret I. Lindsay, sister - one-seventh $1,505.33 LESS 7½% collateral inheritance tax 112.90	1,392	43		
(2) To Letitia Anderson Perlee, daughter - one-seventh 1,505.33 LESS 1% direct inheritance tax 15.05	1,490	28		

48

(3) To Edward Lindsay Anderson, son - one-seventh - 1,505.33 LESS 1% direct inheritance tax 15.05	1,490	28			
(4) To Henry Martin Anderson, Jr., son- one-seventh $ 1,505.33 LESS 1% direct inheritance tax 15.05	1,490	28			
(5) To Ruth Anderson Kirk, daughter - one-seventh $1,505.33 LESS 1% direct inheritance tax 15.05	1,490	28			
(6) To Charles Brooks Anderson, son - one-seventh $1,505.33 LESS 1% direct inheritance tax 15.05	1,490	28			
(7) To Margaret A. Dieckelman, General Guardian of Brooks Michael Anderson, grandson - one-seventh $1,505.34 LESS 1% direct inheritance tax 15.05	1,490	29			
To George M. Nutwell, Register of Wills- total collateral and direct inheritance taxes	203	20	10,537	32	
			12,000	60	

49

with

R. Tilghman Brice, III, Trustee

Cr.

1960						
July	12	Proceeds of Sale (Contract dated January --, 1960)	12,000	00	12,000	00
					12,000	00

51

LIBER 135 PAGE 282

ORDER NISI

Charles Brooks Anderson,
et al

VERSUS

Brooks Michael Anderson,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,698 Equity.

ORDERED, This 20th day of June, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell, Clerk

1961 JUN 20 PM 12 37

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25 day of July, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

OF .E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 283

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,698 EQUITY
CHARLES BROOKS ANDERSON, et al

versus

BROOKS MICHAEL ANDERSON, et al

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

JY-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed Order Nisi Eq 13,698 Auditor Account Brooks Michael Anderson

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 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. 21903 1961 JUL -7 AM 10:09 By H. Tilghman

53

MONUMENTAL ENGINEERING, INC., A body corporate of the State of Maryland, Glen Burnie, Maryland, Complainant	+	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,438 EQUITY.
Vs:	+	
FRED I. SIMON and LILLIAN T. SIMON, his wife, 9301 New Hampshire Avenue, Silver Spring, Maryland, Defendants	+	

++++++++++++

BILL OF COMPLAINT TO FORECLOSE MECHANIC'S LIEN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, MONUMENTAL ENGINEERING, INC., a body corporate of the State of Maryland, by Malcolm B. Smith, its attorney, respectfully represents:

FIRST: That on or about the 15th day of June, 1957, the Complainant entered into a written contract with the Defendants, FRED I. SIMON and LILLIAN T. SIMON, his wife, to furnish all labor and materials necessary for the construction and erection of a prefabricated dwelling house to be erected upon a certain lot of ground owned by the Defendants lying in the Second Election District of Anne Arundel County, State of Maryland, and designated as Lot No. 1024 on a sub-division plat entitled "Sunrise Beach, Section Three", of which the said Defendants were the owners or reputed owners at that time.

SECOND: That your Complainant fulfilled its part of the said contract and furnished the labor and materials and constructed and erected said dwelling house, which was fully completed on, or prior to, September 15, 1957; and the Complainant fully performed the said agreement on its part.

THIRD: That your Complainant's claim for the labor and materials furnished as aforesaid is overdue and unpaid, although payment has been requested.

FOURTH: That on or about the 30th day of October, 1957, less than six (6) months after completing the contract aforementioned and furnishing the labor and materials as aforesaid, the Complainant filed in the office of the Clerk of the Circuit Court for Anne Arundel County its claim as a lien against the dwelling house so erected, and the lot covered by the same, and so much other

FILED

1957 DEC -5 PM 2:50

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

ground immediately adjacent thereto, and likewise belonging to the owners of the said dwelling house as may be necessary for the ordinary and useful purposes thereof, which claim contains an accurate description and location of the said lot of property and the building thereon, as well as a photostatic copy of the contract aforementioned entered into between the Complainant and the Defendants, the original of the said lien claim being filed herewith marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof.

FIFTH: That by reference to the said Exhibit No. 1, it will be seen that there is still due to your Complainant, the sum of Two Thousand, Eight Hundred, Forty-Five Dollars ($2,845.00) with interest thereon from the 30th day of October, 1957.

WHEREFORE, the Complainant prays:

(1) That a Decree may be passed by this Honorable Court for the sale of the property described in the lien claim, and the proceeds thereof may be applied to the payment of the claim of your Complainant and such others who may be entitled to the same, under the order and direction of this Court.

(2) That your Complainant may have such other and further relief as its case may require.

AND AS IN DUTY BOUND, etc.

Malcolm B. Smith
88 State Circle
Annapolis, Maryland
Telephone: Colonial 8-3591

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

MONUMENTAL ENGINEERING, INC., a body corporate of the State of Maryland, Glen Burnie, Maryland,	*	IN THE CIRCUIT COURT FOR
	*	
Claimant	*	ANNE ARUNDEL COUNTY
	*	
Vs:	*	MECHANICS LIEN DOCKET NO. ____
	*	FOLIO ____
FRED I. SIMON and LILLIAN T. SIMON, his wife, 9301 New Hampshire Avenue, Silver Spring, Maryland,	*	
	*	
Defendants	*	
	*	

* * * * * * * * * *

MECHANIC'S LIEN

MONUMENTAL ENGINEERING, INC., a body corporate of the State of Maryland, Claimant in the above entitled cause, claims the sum of Two Thousand, Eight Hundred, Forty-Five Dollars ($2,845.00) with interest thereon, from the Defendants, FRED I. SIMON and LILLIAN T. SIMON, his wife, to be due against all that building hereinafter described and against the ground adjacent thereto and belonging in like manner to the owner of such building, as may be necessary for the ordinary and useful purposes of said building, the whole of which is situate and lying in the Second Election District of Anne Arundel County, Maryland, and more particularly described as follows:

All that one story frame dwelling house, approximately 28 feet long and 24 feet wide, with a 12 foot carport attached thereto, located along Omar Road in the Community of Sunrise Beach, and also against the lot of ground upon which said dwelling is erected, and the ground adjacent thereto and used in connection therewith, being designated as Lot No.1024 on the sub-division Plat entitled "Sunrise Beach, Section Three", prepared by J.R. McCrone, Jr., Inc., and filed among the Plat Records of Anne Arundel County in Plat Book No. 22, at Page 40, the said lot being approximately 60 feet by 200 feet; being also the same property which by Deed dated August 7, 1956, was conveyed from Marshall J. Pilkerton and Lucille A. Pilkerton, his wife, to Fred I. Simon and Lillian T. Simon,

FILED
1957 DEC -5 PM 2:51

Pltffs". Exhibit No. 1
No. 12,438 Equity
12. June 1959

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

3

his wife, said Deed being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1056, folio 211; of which said ground and improvements thereon, the said Fred I. Simon and Lillian T. Simon, his wife, were the owners or reputed owners at the time of furnishing the work and materials hereinafter mentioned.

The said claim being for work done and materials furnished by the Claimant pursuant to a written agreement or contract entered into between the said parties on or about June 15, 1957, for the furnishing and erecting of a one story frame prefabricated dwelling house, manufactured by the Claimant, at and for the price of Two Thousand, Six Hundred, Ninety-Five Dollars ($2,695.00), plus an additional charge of One Hundred, Fifty Dollars ($150.00) for grading of the construction site, making a total of Two Thousand, Eight Hundred, Forty-Five Dollars ($2,845.00); the said work having been done and materials furnished by the Claimant during the period from June 15, 1957 through September 15, 1957, the work and materials to be included in said contract being all labor and materials necessary for the construction or erection of the dwelling house mentioned in the said contract, signed by the Defendants, a photostatic copy of which is attached hereto marked Claimant's Exhibit No. 1, and prayed to be taken as a part hereof; the aforementioned contract having been fully performed by the Claimant, and the work done and materials furnished thereunder, within six (6) months prior to the filing of this claim.

WHEREFORE, MONUMENTAL ENGINEERING, INC., requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien as well against the said lots of ground and buildings thereon as against the said FRED I. SIMON and LILLIAN T. SIMON, his wife, being the owners or reputed owners thereof, agreeably to the provisions of the Code of Public General Laws of the State of Maryland, entitled "Mechanic's Liens".

AND, as in duty bound, etc.

MONUMENTAL ENGINEERING, INC.

BY: _____
Richard A. Brown, President

Malcolm B. Smith
88 State Circle
Annapolis, Maryland
Telephone: Colonial 8-3591
Counsel for Claimant.

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 23rd day of October, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RICHARD A. BROWN, President of MONUMENTAL ENGINEERING, INC., and he made oath in due form of law that the claim as stated in the aforegoing Mechanic's Lien is just and correct, and that the said Corporation has received no payment thereon except as may be by credits shown.

AS WITNESS my hand and Notarial Seal:

Thomas A. Brown

Notary Public

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

5

LIBER 135 PAGE 289

Monumental Engineering, Inc.

Manufacturers of Factory-Engineered Buildings LIBER 13 PAGE 278

PASADENA, MD. SOUTHFIELD 6-1271 SOUTHFIELD 6-1128

ORDER FORM

NAME Fred Simon & Lillian T. Simon DATE June 15, 1957

ADDRESS 9301 New Hampshire Ave. PHONE Hemlock 4-4400

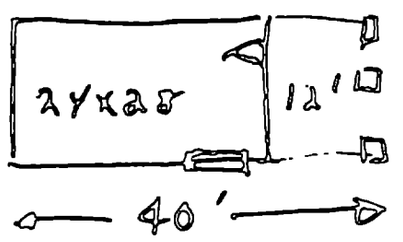
CITY Silver Springs, Md SIZE 24'x28' + 12' Carport

EXTERIOR FINISH P & B ROOF SHINGLE COLOR Snowwhite MODEL NO. Right

DIRECTIONS TO SITE Lot 1024 Sunrise Beach - A. A. County

PANELIZED	✓
COMPLETE ERECTION - BASED ON LEVEL SITE	✓
FOUNDATION ONLY - BASED ON LEVEL SITE	✓
SERVICE DOOR - OPEN IN☐ OUT☐	
SIZE (SHOW HINGE SIDE ON PLAN)	
~~EXTRAS~~	
12' CARPORT —	✓
no charge	
SUB-TOTAL	2695.00
SALES TAX	
TOTAL	
DEPOSIT (1/3 RD. REQUIRED ON C.O.D.'S)	
BALANCE ON DELIVERY OR COMPLETION	2695.00

Special Sale Price



FRONT

AMOUNT TO BE FINANCED To be later determined by purchaser at this office DELIVERY DATE As soon as possible

IMPORTANT NOTICE — AN ADDITIONAL CHARGE WILL BE MADE WHERE SITE IS NOT LEVEL OR IF WHEELBARROWING OF CEMENT IS NECESSARY. MONUMENTAL ENGINEERING, INC., DOES NOT FURNISH PAINT OR DO PAINTING, ELECTRICAL, PLUMBING, HEATING OR WATER CONNECTIONS, EXCEPT AT AN EXTRA CHARGE WHICH MUST APPEAR ABOVE

This Contract is not subject to cancellation

ON SELF ERECTIONS, CUSTOMER MUST SECURE OWN PERMIT AND STAKE-OUT OWN LOCATION.

REMARKS

Perimeter foundation — Liber 1056 Page 211

CUSTOMER AGREES TO SIGN COMPLETION CERTIFICATE WHEN WORK IS COMPLETED.

THIS ORDER CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES HERETO, AND NO REPRESENTATIONS OTHER THAN THOSE CONTAINED HEREIN WILL BE RECOGNIZED. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY THE CORPORATION. DELIVERY OF MATERIALS WILL BE MADE AS CLOSE TO BUILDING SITE AS IS POSSIBLE. ALL CLAIMS FOR DAMAGES OR SHORTAGES MUST BE MADE WITHIN 24 HOURS OF RECEIPT OF DELIVERY

IMPRACTICABLE OPERATION

NOTHING IN THIS TARIFF SHALL REQUIRE THE CARRIER TO PICK UP OR DELIVER SHIPMENTS AT LOCATIONS AT WHICH, ON ACCOUNT OF THE CONDITION OF THE STREETS, ROADWAYS OR ALLEYS, THE CARRIER DEEMS IT IMPRACTICABLE TO OPERATE A MOTOR VEHICLE. IN THE EVENT OF FIRE, STRIKE, ACT OF GOD, SHORTAGE OF MATERIALS OR SUPPLY, OR ANY CAUSE BEYOND THE CONTROL OF MONUMENTAL ENGINEERING, INC., PERFORMANCE SHALL BE EXCUSED.

ACCEPTED

Monumental Engineering, Inc.

BY Thomas Brown
Claimant's Exh. #1

X PURCHASER'S SIGNATURE Fred Simon
Lillian T. Simon

Recorded-30th-Oct.1957-at-11:23-A.M.

MONUMENTAL ENGINEERING, INC.	+	IN THE CIRCUIT COURT FOR
Complainant	+	ANNE ARUNDEL COUNTY
Vs:		
FRED I. SIMON and LILLIAN T. SIMON, his wife	+	NO. 12,438 EQUITY
Defendants	+	

++++++++++++++++++++

D E C R E E

The above case coming on for hearing and being submitted, counsel for the parties were heard, and the proceedings read and considered.

IT IS THEREUPON, this 24th day of September, 1959, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, AND DECREED: That there is due from the Defendants to the Complainant the sum of Twenty-Two Hundred ($2,200.00) Dollars and No ——— Cents, with interest thereon at the rate of Six Percent (6%) per annum from October 30, 1957, to the date of payment; and unless the said Defendants, FRED I. SIMON and LILLIAN T. SIMON, his wife, shall pay the aforesaid sum and interest to the Complainant, MONUMENTAL ENGINEERING, INC., and also pay the costs of this suit, within thirty (30) days from the date of this Decree, then the property mentioned in these proceedings shall be sold; that Malcolm B. Smith 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 the Clerk hereof, in the penalty of FOUR THOUSAND DOLLARS ($4,000.00), 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 these premises; he shall then proceed to make the said sale, having given at least three (3) weeks notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of said sale, which terms shall be: A deposit of FIVE HUNDRED DOLLARS ($500.00) of the amount of the purchase money to be paid in cash on the day of sale, and the balance thereof to be paid on the final ratification of such sale by this Court, or all cash at the option of the

1959 SEP 25 PM 9:30

7

purchaser or purchasers, any deferred payments to bear interest from the day of sale to the date of settlement; and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale, to the best advantage and upon the terms above set forth.

AND AS SOON AS MAY BE convenient after any said sale or sales, the Trustee shall return to this Court a full and particular account of the said sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and upon payment of the whole purchase money, and not before, the said Trustee, by a good and sufficient Deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of the said property, and to his, her, or their heirs and assigns, the property so 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.

AND THE SAID TRUSTEE shall bring into this Court the money arising from said sale or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorney's fees and commissions 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 his trust.

Matthew S. Evans

Judge

Bond No. 70-51-90

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

LIBER 10 PAGE 113

LIBER 135 PAGE 292

No. 12,438 Equity

Know All Men by These Presents:

THAT WE Malcolm B. Smith

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and No/100 ($4,000.00) - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 twenty-sixth day of October in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden Malcolm B. Smith by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell Real Estate consisting of a Lot and One-story Dwelling, located Sunrise Beach, Anne Arundel County, Maryland mentioned in the proceedings in the case of Monumental Engineering, Incorporated

vs.

Fred I. Simon and Lillian T. Simon, his wife

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Malcolm B. Smith

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

Rose L. Hardisty
Rose L. Hardisty

Malcolm B. Smith [SEAL]

[SEAL]

GLENS FALLS INSURANCE COMPANY

By Joseph F. Schwalier [SEAL]
Joseph F. Schwalier *Attorney*-in-Fact

Bond approved this 26 day of October 1959
George T. Cromwell, Clerk

FILED
1959 OCT 26 PM 3:39

Form 15195

9

MALCOLM B. SMITH
Attorney at Law
88 State Circle, Annapolis, Md.

TRUSTEE'S SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY LOCATED IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a Decree of the Circuit Court for Anne Arundel County in case No. 12,438 Equity, entitled MONUMENTAL ENGINEERING, INC. versus FRED I. SIMON and wife, the undersigned Trustee will sell at public auction, at the Court House door in Annapolis, on

THURSDAY, DECEMBER 3, 1959

at 10:30 O'CLOCK A. M.

all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being a part of Sunrise Beach, designated on the sub-division Plat entitled "Sunrise Beach" prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book No. 22 at Page 40, as Lot No. 1024, the same being approximately sixty (60) feet by two hundred (200) feet and improved by a one story frame dwelling house; it being the same property which by Deed dated August 7, 1956, was conveyed from Marshall J. Pilkerton and wife to Fred I. Simon and wife.

Terms of Sale: A deposit of $500.00 in cash or certified check, the balance to be paid on final ratification of the sale by the Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale.

MALCOLM B. SMITH
Trustee

GEORGE SCIBLE, Auctioneer

1959 DEC -4 PM 3:40

LIBER 135 PAGE 294

I, Noah A. Hellman, Agent for Rebecca S. Wolfsohn, hereby certify that I purchased at public auction on the 3rd day of December, 1959, from Malcolm B. Smith, Trustee, all that lot or parcel of ground and improvements described on the reverse side hereof, at and for the sum of twenty-eight hundred thirty-five Dollars ($2835.00), of which sum I have this day paid five hundred Dollars ($500.00).

3311 Turner Lane
Chevy Chase, Md.

Noah A. Hellman
Agent for Rebecca S. Wolfsohn

I, George W. Scible, hereby certify that I sold at public auction on this 3rd day of December, 1959, for Malcolm B. Smith, Trustee, to Noah A. Hellman, agent for Rebecca S. Wolfsohn, all that lot or parcel of ground and improvements described on the reverse side hereof, at and for the sum of Twenty Eight Hundred Thirty Five Dollars ($2835.00), which was at the said sale the highest bid received.

George W. Scible

George W. Scible

FILED
1959 DEC -4 PM 3:29

" EXHIBIT NO. 1 "

MONUMENTAL ENGINEERING, INC.	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
Vs:		
FRED I. SIMON and wife	+	NO. 12,438 EQUITY
Defendants	+	

++++++++++++++++++

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Malcolm B. Smith, Trustee appointed by the Decree of this Court to make sale of the real estate herein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust, as required by said Decree, and after giving notice of the time, place, manner and terms of sale by advertisement in The Evening Capital, a newspaper published in Anne Arundel County, said advertisement being for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Thursday, December 3, 1959, at 10:30 o'clock A.M., the time and place mentioned in said advertisement, and then and there offered the said property for sale at public auction; that the same was sold to Noah A. Hillman, Agent for Rebecca S. Wolfsohn, for the sum of TWO THOUSAND, EIGHT HUNDRED THIRTY-FIVE DOLLARS ($2,835.00), he being at that price the highest bidder; that the said purchaser has agreed to comply with the terms of sale, as shown by the certificate of the purchaser and auctioneer filed herewith marked Exhibit No. 1.

Respectfully submitted:

Malcolm B. Smith
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of December, 1959, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Trustee, and he made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein stated, and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal:

, Notary Public

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

ORDER NISI

LIBER 135 PAGE 296

MONUMENTAL ENGINEERING, INC.

versus

FRED I SIMON, and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,438 Equity

Ordered, this 5th day of December, 19 59, That the sale of the property in these proceedings mentioned made and reported by MALCOLM B. SMITH Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of January next.

The report states that the amount of sales ~~to be~~ was $ 2,835.00

Filed 5 Dec. 1959, 10:15 A.M. George T. Cromwell, Clerk Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MONUMENTAL ENGINEERING, INC.

versus

FRED I. SIMON, and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of June, 1960 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

FILED

1960 JUN 15 PM 3:51

13

MALCOLM B. SMITH
Attorney at Law
88 State Circle

Trustee's Sale

Of Valuable Improved Fee Simple Property Located In The Second Election District Of Anne Arundel County, Maryland

By virtue of a Decree of the Circuit Court for Anne Arundel County in Case No. 12,438 Equity, entitled MONUMENTAL ENGINEERING, INC. versus FRED I. SIMON and wife, the undersigned Trustee will sell at public auction, at the Court House door in Annapolis on

Thurs., Dec. 3, 1959
At 10:30 O'clock A.M.

all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being a part of Sunrise Beach, designated on the sub-division Plat entitled "Sunrise Beach" prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book No. 22, at Page 40, as Lot No. 1024, the same being approximately sixty (60) feet by two hundred (200) feet and improved by a one story frame dwelling house; it being the same property which by Deed dated August 7, 1956, was conveyed from Marshall J. Pilkerton and wife to Fred I. Simon and wife.

Terms of Sale: A deposit of $500.00 in cash or certified check, the balance to be paid on final ratification of the sale by the Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale.

MALCOLM B. SMITH, Trustee
George Scible, Auctioneer

N-26

OFF : OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 297

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1959

We hereby certify, that the annexed

Trustee's Sale

Fred I. Simon
12,438 Equity

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 3rd day of December, 1959. The first insertion being made the 12th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 298

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed

Order Nisi Eq. 12,438

Sale

Fred I. Simon

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 January, 1960. The first insertion being made the 10th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1960 JAN -6 PM 1:54 By H. Wilghman

No. M. G. 12544

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,438 Equity
MONUMENTAL ENGINEERING INC.

vs.

FRED I. SIMON, and wife

Ordered, this 5th day of December, 1959, That the sale of the property in these proceedings mentioned, made and reported by Malcolm B. Smith, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of January next.

The report states that the amount of sale was $2,835.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-29

LIBER 135 PAGE 299

MONUMENTAL ENGINEERING, INC.,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
FRED I. SIMON, ET UX,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 12,438 EQUITY

* * * * *

PETITION OF PURCHASER TO ADD SPOUSE FOR OWNERSHIP AS TENANTS BY ENTIRETIES

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rebecca S. Wolfsohn, by Noah A. Hillman her Solicitor, respectfully shows:

1. That she is recorded as the purchaser of the property mentioned in these proceedings but, through inadvertance, the name of her husband was omitted.

2. That she, and her husband, desire to have the property conveyed to them as tenants by the entireties.

WHEREFORE, your Petitioner prays the Court to pass an Order, nunc pro tunc as of date of ratification of sale (June 15, 1960), making Rebecca S. Wolfsohn and Joel David Wolfsohn, her husband, the purchasers of the property listed in these proceedings.

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioner

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

FILED
1960 MAY 22 PM 2:45

16

LIBER 135 PAGE 300

ORDER OF COURT

ORDERED, this 22nd day of November, 1960, by the Circuit Court for Anne Arundel County, in Equity, that sale be ratified, nunc pro tunc as of June 15, 1960, to Rebecca S. Wolfsohn and Joel David Wolfsohn, her husband.

FILED
1960 NOV 22

Judge

LAW OFFICES
CHAPMAN, WOLFSOHN AND FRIEDMAN
PENNSYLVANIA BUILDING
WASHINGTON 4, D. C.
EXECUTIVE 3-3234

OSCAR L. CHAPMAN
JOEL D. WOLFSOHN
MARTIN L. FRIEDMAN
WM. J. BARNHARD

DENVER ASSOCIATES:
GORSUCH, KIRGIS,
CAMPBELL, WALKER AND GROVER
EQUITABLE BUILDING
DENVER 2, COLORADO

November 19, 1960

Noah A. Hillman, Esq.
Attorney at Law
P. O. Box 668
Annapolis, Maryland

Dear Mr. Hillman:

Thank you for your communication of November 17 which was preceded by our telephone call.

I enclose my check No. 60-491 in the amount of $2,481.47, payable to Malcolm B. Smith, Trustee, to cover the purchase price and additional items as noted on your statement, copy of which I enclose, for the Sunrise Beach property.

I note that the statement of account is in the name of Mrs. Rebecca Wolfsohn. If the title papers have not yet been drawn Mrs. Wolfsohn would appreciate it if the title would be put in her full name, that is, Mrs. Rebecca Simon Wolfsohn. Further, although she is the purchaser, since our other property is held in our joint names, unless you see some disadvantage therein, perhaps the title should be in my wife's name and mine (Joel David Wolfsohn) as joint tenants with a right of survivorship.

I also enclose my check No. 60-492 drawn to you in full settlement of the fees and costs set out in the statement sent to my wife, copy of which I enclose.

Thank you very much for handling this matter.

I look forward to making your personal acquaintance at the festivities for Jerrold next weekend.

With best wishes.

Sincerely,

Joel D. Wolfsohn

Encs.

FILED
1960 NOV 22 PM 3:11

18 EXHIBIT

LIBER 135 PAGE 301

In the Case of

Monumental Engineering, Inc.,
a body corporate of the
State of Maryland
vs.
Fred I. Simon
and
Lillian T. Simon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,438 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 N. [illegible]
Auditor.

November 30, 1960

Dr. Monumental Engineering, Inc., a body corporate of the State of Maryland vs. Fred I. Simon and Lillian T. Simon, his wife

in ac.

To Trustee for Commissions, viz:	119	26	119	26
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Defendants' Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	135	25		
Jos. W. Alton, Jr. - Sheriff's costs	6	25		
Irene Hazel - stenographer's fee	22	50		
Shirley M. Miller - stenographer's fee	5	00		
Auditor - stating this account	18	00		
			207	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	68		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Whitmore Printing, etc Co. - handbills	12	88		
Glens Falls Insurance Co. - 1959 bond premium	16	00		
Glens Falls Insurance Co. - 1960 bond premium	16	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - certified copies of docket entries	1	50		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	3	30		
Viola J. Brown - notary fee		50	149	51
To Monumental Engineering, Inc., - this balance on account Mechanics Lien Claim (See Decree dated 9/24/59)	2,510	65	2,510	65
			2,986	42
Principal due on Mechanics Lien, as per Decree of 9/24/59	2,200	00		
Interest thereon @ 6% from 10/30/57 to 1/9/61 - 3 yrs. 2 months 10 days	421	67		
	2,621	67		
Cr. Amount allowed above	2,510	65		
Balance due	111	02		

with

Malcolm B. Smith, Trustee

Cr.

1959						
Dec.	3	Proceeds of Sale	2,835	00		
		Interest on deferred payment of $2,335.00 to 11/10/60	135	42	2,970	42
		1960 Bond premium	16	00	16	00
					2,986	42

ORDER NISI LIBER 135 PAGE 304

Monumental Engineering, Inc., a body corporate of the State of Maryland

VERSUS

Fred I. Simon

and

Lillian T. Simon, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,438 Equity.

1960 DEC -2 PM 10:30

ORDERED, This 2nd day of December, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th 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 9th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 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.

D. Boone Duckett

LIBER 135 PAGE 305

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,438
Equity
Monumental Engineering Inc., a body corporate of the State of Maryland

VERSUS

FRED I. SIMON and
LILLIAN T. SIMON, his wife

Ordered this 2nd day of December, 1960. That the Report and Account of the Audior, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of 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 9th day of January next.

GEORGE T. CROMWELL,
Clerk True Copy. TEST:
GEORGE T. CROMWELL,
Clerk.
D-22

No. M.G. 12677

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed Order Nisi Eq. 12,438 Auditor Account Fred I. Simon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of January, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1961 [illegible] 6 By [illegible]

JOHN M. BAUMANN	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN J. BRUCE AND ELIZABETH R. BRUCE: WIFE, AND LAURA R. WHITE, WIDOW	:	IN EQUITY 14,543.

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

MR. CLERK:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John M. Baumann

John M. Baumann

Attorney named in Mortgage

FILED

1961 AUG 11 PM 12:19

BUILDING ASSOCIATION MORTGAGE—CITY OR CO—WITH CLAUSE—
LUCAS BROS., INC., #28R

LIBER 1211 PAGE 406 LIBER 135 PAGE 307

Equity No. 14,543.

This Mortgage, Made this 10th day of June

in the year one thousand nine hundred and fifty eight between JOHN J. BRUCE and ELIZABETH R. BRUCE, his wife, and LAURA R. WHITE widow

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

THE HULL STREET BUILDING ASSOCIATION OF BALTIMORE CITY

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being member s of the said body corporate

have received therefrom an advance of Six Thousand Three Hundred ($6300.00) Dollars

on sixty-three share s of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

do grant unto the said Mortgagee

and its successors and assigns, all those

piece s or parcels of ground situate and lying in the Anne Arundel County, State aforesaid,

and described as follows: The first of said lots being known and designated as Lots Nos. thirty-five (35) and thirty-six (36) in Section "E" of Riviera Beach, with a total frontage of about 50 feet on Arundel Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book Liber G.W. No. 1, Section 3 - folio 233 which plat is also now recorded in Plat Book No. 15, folio 22.

BEING the same lots of ground which by deed dated evenly herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto were conveyed by George W. Mitchell and wife to John J. Bruce and Elizabeth R. Bruce, his wife, two of the above named mortgagors.

The second of said lots being known and designated as Lots Nos. ten (10), eleven (11), twelve (12) and thirteen (13) in Section 31 of Riviera Beach as shown on Plat of Riviera Beach and recorded among the aforesaid Plat Records in Plat Book No. 1, folio 25.

BEING the same lots of ground which by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 263, folio 43, were conveyed by Riviera Beach Development Company to the said Laura R. White and Martin White, her husband, the said Martin White having since departed this life.

FILED

1961 AUG 11 PM 12:19

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, ~~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.~~ in fee simple.

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

AND the said Mortgagors 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 sixty-three shares of stock as dues, until the combined payment of dues shall amount to One Hundred ($100.00) Dollars for each of said 63 shares, and also to pay weekly, the sum of Twelve ($.12) cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred ($100.00) dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Thirteen Dollars and 00/100 cents weekly, monthly which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

LIBER 135 PAGE 309

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

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

WITNESS the hands and seals of the said Mortgagors.

LIBER 1211 PAGE 408

TEST:

Karl J. Mattheiss
KARL J. MATTHEISS

John J. Bruce (SEAL)
JOHN J. BRUCE

Elizabeth R. Bruce (SEAL)
ELIZABETH R. BRUCE

Laura R. White (SEAL)
LAURA R. WHITE

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 10th day of June in the year one thousand nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN J. BRUCE and ELIZABETH R. BRUCE, his wife, and LAURA R. WHITE the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared CHARLES BAUMANN, President of THE HULL BUILDING ASSOCIATION OF BALTIMORE CITY 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.

800

Karl J. Mattheiss
Karl J. Mattheiss, Notary Public

Rec'd for record June 13 1958 at 12:30 P.M.

Mailed to John M. Baumann

4

LIBER 135 PAGE 310

JOHN M. BAUMANN	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN J. BRUCE AND ELIZABETH R. BRUCE: WIFE, AND LAURA R. WHITE, WIDOW	:	IN EQUITY
: : : : : : : : : : : : : : : : :		no. 14,543

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the said State, in and for said City, personally appeared John M. Baumann Attorney for The Hull Street Building Association of Baltimore City, 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.

John M. Baumann
John M. Baumann Affiant

SUBSCRIBED AND SWORN to before me, a Notary Public for the State of Maryland, ~~City of~~ County of Anne Arundel, this 11th day of August 1961.

Ernest J. Chaffee
Notary Public

Ernest J. Chaffee Notary Public Anne Arundel Co. Md.

FILED

1961 AUG 11 PM 12:20

5

STATEMENT OF MORTGAGE CLAIM

JOHN M. BAUMANN

ATTORNEY NAMED IN MORTGAGE

vs.

JOHN J. BRUCE AND ELIZABETH R. BRUCE, WIFE, AND

LAURA R. WHITE, WIDOW

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 14,543 Equity

LIBER 135 PAGE 311

STATEMENT OF MORTGAGE DEBT

6/10/58	Mortgage	$6,300.00
	Paid Account Mortgage	513.32
	Balance Mortgage	$5,786.68
	23 Months Interest @ $30.16 to July 10, 1961	693.68
		$6,480.36
	Credits Expense Account	80.11
	Total Amount Due	$6,400.25

Charles Baumann
Charles Baumann, President

FILED
AUG 11 PM 12:19

KARL J. MATTHEISS
NOTARY PUBLIC
BALTIMORE

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th 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 CHARLES BAUMANN, President of The Hull Street Building 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,

Karl J. Mattheiss
Notary Public.
Karl J. Mattheiss

G 28086

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

LIBER 11 PAGE 79

LIBER 135 PAGE 312

BOND

No. 14,543 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN M. BAUMANN as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND FIVE HUNDRED DOLLARS ($6,500.00) - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of August, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from John J. Bruce, and Elizabeth R. Bruce, etal to Hull Street Building Assn. bearing date on or about the 10th day of June, 1958, the said John M. Baumann 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 John M. Baumann is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

John M. Baumann (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 11th day of August, 1961
George T. Cromwell, Clerk

FILED
1961 AUG 11 PM 12:59

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 313

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 19, 1961

We hereby certify, that the annexed

Attorney's Sale
"John L. Bruce"
Equity 14543

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 13th day of September, 1961. The first insertion being made the 18th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. ~~116~~ E.C. 23009 1961 SEP 19 AM 11:47 By Lillie L. French

8

John M. Baumann
Solicitor
616 Munsey Building, Baltimore 2, Maryland

ATTORNEY'S SALE

OF

Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a mortgage from John J. Bruce and Elizabeth R. Bruce, his wife, and Laura R. White, widow, to the Hull Street Building Association, dated June 10, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1211, folio 406, (default having occurred thereunder), the undersigned Attorney will sell at Public Auction, at the Court House Door, Annapolis, Maryland, on

Wednesday, September 13, 1961

At 3 O'clock P.M., (E.D.T.)

All that lot of ground (firstly described in said mortgage) and situated and lying in the Third Election District of Anne Arundel County, at Riviera Beach, on the southerly side of Arundel Road, about 100 feet Eastwardly from Creek Road, and being known and designated as Lots Nos. 35 and 36, in Section "E" of Riviera Beach, having a total frontage of about 50 feet on Arundel Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County, in Plat Book Liber G.W., No. 1, Section 3, folio 233, which Plat is also now recorded in Plat Book No. 15, Folio 22.

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 frame 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 purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to date of settlement. Taxes and all other expenses including Sanitary District Charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

JOHN M. BAUMANN
Attorney Named in Mortgage

ROBERT H. CAMPBELL, Auctioneer

ROBERT H. CAMPBELL - - - - Auctioneer

JOHN M. BAUMANN
Solicitor
616 Munsey Building, Baltimore 2, Maryland

LIBER 135 PAGE 315

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

Under and by virtue of the power and authority contained in a mortgage from John J. Bruce and Elizabeth R. Bruce, his wife, and Laura R. White, widow, to the Hull Street Building Association, dated June 10, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1211, folio 406, (default having occurred thereunder), the undersigned Attorney will sell at Public Auction, at the Court House Door, Annapolis, Maryland, on

WEDNESDAY, SEPT. 13, 1961

At 3 o'clock p. m. (E. D. T.)

All that lot of ground (firstly described in said mortgage) and situated and lying in the Third Election District of Anne Arundel County, at Riviera Beach, on the Southerly side of Arundel Road, about 100 feet Eastwardly from Creek Road, and being known and designated as Lots Nos. 35 and 36, in Section "E" of Riviera Beach, having a total frontage of about 50 feet on Arundel Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County, in Plat Book Liber G. W., No. 1, Section 3, folio 233, which Plat is also now recorded in Plat Book, No. 15, Folio 22.

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 frame 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 purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to date of settlement. Taxes and all other expenses including Sanitary District Charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

JOHN M. BAUMANN
Attorney Named In Mortgage

114

FILED
1961 SEP 20 PM 4:18

Sept 13, 1961

I hereby Certify that I did on this 13 day of September 1961 sell at Public AUCTION the improved Real Estate described on the reverse side of this Hand Bill at FOR the sum of Twenty Five hundred Dollars ($2500.00) to the Hull Street Building Assoc. of Baltimore City & that the sale was fairly made

Robert A. Campbell, Auctioneer

THIS IS TO CERTIFY that the property described on the reverse side hereof was purchased by The Hull Street Building Association of Baltimore City at and for the sum of Twenty Five Hundred ($2500.00) Dollars, of which a deposit of Five Hundred ($500.00) Dollars was paid at the time of sale.

THE HULL STREET BUILDING ASSOCIATION
OF BALTIMORE CITY

By Chas Baumann
Charles Baumann, President

John M. Baumann
John M. Baumann, Attorney named in Mortgage

FILED
1961 SEP 20 PM 4:18

LIBER 135 PAGE 316

JOHN M. BAUMANN Attorney Named in Mortgage VS. JOHN J. BRUCE AND ELIZABETH R. BRUCE, WIFE AND LAURA R. WHITE, WIDOW	: : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) No. 14,543

TO THE HONORABLE THE JUDGE OF SAID COURT: -

The Report of Sale of John M. Baumann, Attorney Named in Mortgage, dated June 10th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1211 folio 406 from said John J. Bruce and Elizabeth R. Bruce, his wife, and Laura R. White, widow to The Hull Street Building Association of Baltimore City, 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, John M. Baumann, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of September, 1961 at 3:00 P.M., at the Court House Door in Annapolis, Maryland and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. thirty-five and thirty-six in Section "E" of Riviera Beach, with a total frontage of about 50 feet on Arundel Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 22.

FILED

1961 SEP 20 PM 4:18

More particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

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 porperty was sold to The Hull Street Building Association of Baltimore City at and for the sum of Twenty-five Hundred ($2500.00) Dollars in fee simple, said purchaser being then and there the highest bidder, as per the attached auctioneer's certificate.

LIBER 135 PAGE 318

John S. Baumann
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of September, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Annapolis aforesaid, personally appeared John S. Baumann, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

John M. Baumann
Solicitor
616 Munsey Building, Baltimore 2, Maryland

ATTORNEY'S SALE

Of

Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a mortgage from John J. Bruce and Elizabeth R. Bruce, his wife, and Laura R. White, widow, to the Hull Street Building Association, dated June 10, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1211, folio 406, (default having occurred thereunder), the undersigned Attorney will sell at Public Auction, at the Court House Door, Annapolis, Maryland, on

Wednesday, September 13, 1961

At 3 O'clock P.M., (E.D.T.)

All that lot of ground (firstly described in said mortgage) and situated and lying in the Third Election District of Anne Arundel County, at Riviera Beach, on the southerly side of Arundel Road, about 100 feet Eastwardly from Creek Road, and being known and designated as Lots Nos. 35 and 36, in Section "E" of Riviera Beach, having a total frontage of about 50 feet on Arundel Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County, in Plat Book Liber G.W., No. 1, Section 3, folio 233, which Plat is also now recorded in Plat Book No. 15, Folio 22.

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

12

Subject to any restrictive covenants, and or utility agreements of record, affecting the property.

The improvements consist of a frame 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 purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to date of settlement. Taxes and all other expenses including Sanitary District Charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

JOHN M. BAUMANN
Attorney Named in Mortgage

ROBERT H. CAMPBELL, Auctioneer

ORDER NISI

LIBER 135 PAGE 319

JOHN M. BAUMANN, Attorney
Named in Mortgage

versus

JOHN J. BRUCE AND
ELIZABETH R. BRUCE, WIFE AND
LAURA R. WHITE, WIDOW

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,543 Equity

Ordered, this 20th day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by John M. Baumann, Attorney named in Mortgage

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 $ 2500.00.

Filed Sept.20,1961

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

JOHN M. BAUMANN, Attorney Named
in Mortgage

versus

JOHN J. BRUCE AND
ELIZABETH R. BRUCE, WIFE AND
LAURA R. WHITE, WIDOW

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.

D. Bruce Duckett
JUDGE.

FILED

1961 NOV -1 PM 12:07

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 320

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Order - Eq. 14,543

John J. Bruce

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.

No. M. G. 2425

FILED By Morris Tates

1961 OCT 24 PM 2:46

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,543 Equity
JOHN M. BAUMANN, Attorney Named in Mortgage
VERSUS
JOHN J. BRUCE, and ELIZABETH R. BRUCE, wife And LAURA R. WHITE, Widow

Ordered, this 20th day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by John M. Baumann, Attorney Named in Mortgage 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 $2500.00

GEORGE T. CROMWELL, Clerk

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

In the Case of LIBER 135 PAGE 321

John M. Baumann,
Attorney named in Mortgage
vs.
John J. Bruce
and
Elizabeth R. Bruce, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 14,543 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura M. Perkins
Auditor.

December 4, 1961

FILED
1961 DEC -7 AM 9:43

Dr. John M. Baumann, Attorney named in Mortgage vs. John H. Bruce and Elizabeth R. Bruce, his wife, and Laura R. White, Widow

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	107	50	207	50
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	97	67		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	26	00		
Robert H. Campbell - auctioneer's fee	60	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	2	75		
Ernest J. Chaffon - notary fees	1	50	216	30
To Attorney for Taxes, viz:				
1960 State and County taxes and interest	113	38		
Advertising tax sale and Court costs	18	50		
1961 State and County taxes and interest ($107.63) - 8 months 13 days	75	64	207	52
To Attorney for Benefit Charges, viz:				
1959 and 1960 water and sewer benefit charges and interest	42	48		
1961 water and sewer benefit charges and interest ($17.50) - 8 months 13 days	12	40	54	88
To The Hull Building Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	1,762	30	1,762	30
			2,500	00
Amount of mortgage claim filed	6,400	25		
Interest @ 6% on principal balance of $5,786.68 from 7/10/61 to 1/10/62 - 6 months @ $30.16 per month	180	96		
	6,581	21		
Cr. Amount allowed above	1,762	30		
Balance subject to decree in personam	4,818	91		

16

with

John M. Baumann, Attorney named in Mortgage

Cr.

1961						
Sept.	13	Proceeds of Sale	2,500	00	2,500	00
					2,500	00

ORDER NISI

John M. Baumann,

Attorney named in Mortgage

VERSUS

John J. Bruce and

Elizabeth R. Bruce, his wife,

and

Laura R. White, Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,543 Equity.

LIBER 135 PAGE 324

ORDERED, This 7th day of December, 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 15th 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 15th day of January next.

George T. Cromwell Clerk

1961 DEC 7 AM 9:43

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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.

FILED

1962 JAN 16 PM 12:12

V. Bowie Duckett

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 325

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,543

Auditor Account

John J. Bruce

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 24641

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14.543 Equity
JOHN M. BAUMANN, Attorney Named in Mortgage
VERSUS
JOHN J. BRUCE and ELIZABETH R. BRUCE, his wife and LAURA R. WHITE, Widow

Ordered, this 7th day of December, 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 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 15th day of January next.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
D-28

UBER 135 PAGE 326

In the matter of the Sale	:	No. 14,106 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of Henry S. Jones, Jr. and	:	for
Shirley M. Jones, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in mortgage
Towns-Worth Bldg., South Street
Phone - Colonial 3-4546

FILED

1959 NOV 16 PM 1:01

L. 2411

LIBER 940 PAGE 42

LIBER 135 PAGE 327

No. 14,106 Equity L 2411

This Mortgage,

made this 24th day of June in the year one thousand nine hundred and fifty five, between HENRY S. JONES, JR., and SHIRLEY M. JONES, his wife of Anne Arundel Co., 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

SIX THOUSAND ($6,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Fifty two dollars ($52.00) 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 24th 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 of those lot(s) of ground situate and lying in First Election District of Anne Arundel County, State of Maryland and described as follows:

KNOWN and designated as Lots Nos. 36 and 37 of Block 12, as shown on the plat of "Shoreham Beach, Section B", made by J. Revell Carr, in June, 1938, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-7, Plat No. 8, formerly F.A.M. 5 folio 8.

BEING the identical property which was conveyed unto the within-named Mortgagors by Deed from Timothy P. Finnegan and wife dated December 8, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 276.

KNOWN and designated as Lots Nos. 38 and 39 of Block 12, as shown on the aforesaid plat of Shoreham Beach and being the same property conveyed to the within-named Mortgagors by Frederick Kull and wife by deed dated June 19, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 690, Folio 35.

FILED

1960 NOV 18 PM 1:01

2

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by 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:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Henry S. Jones Jr. (SEAL)
Henry S. Jones, Jr.

Shirley M. Jones (SEAL)
Shirley M. Jones

..... (SEAL)

4

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 24th day of June, in the year one thousand, nine hundred and fifty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Henry S. Jones, Jr., and Shirley M. Jones, 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 ROBERT C. WARD, 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.

Norwood A. Wieneke
NOTARY PUBLIC

NORWOOD A. WIENEKE

My Commission expires 5/6/57

Recorded- 28th June, 1955, at 9 A.M.

L-2411

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

Henry S. Jones, Jr. and

Shirley M. Jones, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 28 June 19 55 at 9 o'clock A. M.
Same day recorded in Liber 940 folio 42 &c. one of the Land Records of Anne Arundel County and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $ 2.50

No. 14,106 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 135 PAGE 331

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 18th day of November, 19 60, 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 the mortgage from Henry S. Jones, Jr. and Shirley M. Jones, his wife, to United Federal Savings and Loan Association

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

~~and~~ 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 18th day of November, 19 60.

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew Notary Public

My Commission will expire on: 5/31/61

Filed,

1960 NOV 18 PM 1:02

6

No. 14,106 Equity

LIBER 135 PAGE 332

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry S. Jones, Jr. and Shirley M. Jones, his wife, dated June 24, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 940, Folio 42, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, DECEMBER 13, 1960

at 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 36, 37, 38 and 39 of Block 12, as shown on the plat of "Shoreham Beach, Section B", made by J. Revell Carr, in June, 1938, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-7, Plat No. 8, formerly F.A.M. 5, folio 8.

Being the same property conveyed unto Henry S. Jones, Jr and Shirley M. Jones, his wife, by Timothy P. Finnegan and wife by deed dated December 8, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 276 and by deed from Frederick Kull and wife dated June 19, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 690, Folio 35.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
November 17th and 24th, 1960
December 1st and 8th, 1960

1960 NOV 18 PM 1:02

7

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth ilding
Annapolis, M .and

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry S. Jones, Jr. and Shirley M. Jones, his wife, dated June 24, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 940, Folio 42, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, DECEMBER 13, 1960 at 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 36, 37, 38 and 39 of Block 12, as shown on the plat of "Shoreham Beach, Section B", Made by J. Revell Carr, in June, 1938 and filed among the plat Records of Anne Arundel County in Cabinet 1, Rod A-7, Plat No. 8, formerly F.A.M. 5, folio 8.

Being the same property conveyed unto Henry S. Jones, Jr. and Shirley M. Jones, his wife, by Timothy P. Finnegan and wife by deed dated December 8, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 276 and by deed from Frederick Kuhl and wife dated June 19, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 690, Folio 35.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

D-8

No. 8

OFF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 333

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1960

We hereby certify, that the annexed

Attorney's Sale #14,106 Eq

Henry S. Jones, 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 13th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1960 DEC 15 PM 1:23

By D. Tilghman

LIBER 135 PAGE 334

In the Matter of the Mortgaged	:	No. 4106 Equity
Real Estate of Henry S. Jones, Jr.	:	In the Circuit Court
and Shirley M. Jones, his wife	:	for
	:	Anne Arundel County
	:	

AMENDED STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Henry S. Jones, Jr. and Shirley M. Jones, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated June 24, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 940, Folio 42.		$6,000.00
Less total amount paid on account of principal	$1,482.82	
Less Credit Expense Account.	34.85	
	$1,517.67	1,517.67
		$4,482.33
Interest to March 21, 1961	$196.43	
Interest to April 25, 1951	26.25	
	$222.68	222.68
Total Mortgage Indebtedness.		$4,705.01

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY That on this 27th day of February, 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 the mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1961 FEB 27 AM 10:13

9

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

Equity No. 14,106

BOND NO. 330717

LIBER 10 PAGE 527

LIBER 135 PAGE 335

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 SIXTY-FIVE HUNDRED AND 00/100 ($6500.00) 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 March, 1961.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Henry S. Jones Jr. and Shirley M. Jones, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 24th day of June, 1955, the said William W. Townshend Jr., is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part; and

WHEREAS: default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr. as Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE 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:
Dorothy G. McNew

William W. Townshend Jr. (SEAL)

Witness as to Surety:

M. S. Kraus

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

Bond approved this 15th day of March, 1961
George J. Cromwell, Clerk

FILED
1961 MAR 15 AM 10:40

11

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Henry S. Jones, Jr., and Shirley M. Jones, his wife, dated June 24th 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 940, folio 42, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, MARCH 21, 1961

at 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland.

KNOWN and designated as Lots Nos 36, 37, 38 and 39 of Block 12, as shown on the plat of "Shoreham Beach, Section B," made by J. Revell Carr, in June, 1938, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-7, Plat No. 8, formerly F.A.M. 5, folio 8.

Being the same property conveyed unto Henry S. Jones, Jr. and Shirley M. Jones, his wife, by Timothy F. Finnegan and wife by deed dated December 8, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 276 and by deed from Frederick Kull and wife dated June 19, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 690, Folio 35.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1961 MAR 23 PM 12: 25

LIBER 135 PAGE 337

Annapolis, Maryland
March 21, 1961

I hereby certify that I have this twenty-first day of March 1961, sold the property described on the reverse hereof unto Wilmer Smith and Annie Smith, his wife

at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell

I/we hereby certify that I/we have this twenty-first day of March 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00) and I/we hereby agree to comply with the terms of sale.

Wilmer Smith

Wilmer Smith

Annie Smith

Annie Smith

FILED
23 PM 12:25

In the matter of the Sale	:	No. 14,106 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of Henry S. Jones, Jr. and	:	for
Shirley M. Jones, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Henry S. Jones, Jr. and Shirley M. Jones, his wife, dated June 24, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 940, folio 42, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, March 21, 1961, at 11:00 o'clock A.M., and then and there sold the said property unto M. WILMER SMITH and ANNIE E. SMITH, his wife, at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00), being at that figure the highest bidders therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 36, 37, 38 and 39 of Block 12, as shown on the plat of "Shoreham Beach, Section B," made by J. Revell Carr, in June, 1938, and filed among

FILED

1961 MAR 23 PM 12:25

14

the Plat Records of Anne Arundel County in Cabinet 1, Rod A-7, Plat No. 8, formerly F.A.M. 5, folio 8.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale.

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 March 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

15

ORDER NISI

LIBER 135 PAGE 340

In the Matter of the Sale of the Mortgaged Real Estate of Henry S. Jones, Jr. and Shirley M. Jones, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,106 Equity

Ordered, this 23rd day of March, 19 61, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

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

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

Filed Mar.23,1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Henry S. Jones, Jr. and Shirley M. Jones, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

V Bowie Duckett
JUDGE.

FILED

1961 MAY -2 PM 1:53

16

WILLIAM W. TOWNSHEND, JR.,
ATTORNEY
Towns-Worth Building,
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry S. Jones, Jr., and Shirley M. Jones, his wife, dated June 24th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 940, folio 42, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, MARCH 21, 1961
At 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland.

KNOWN and designated as Lots Nos. 36, 37, 38 and 39 of Block 12, as shown on the plat of "Shoreham Beach, Section B", made by J. Revell Carr, in June, 1938, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-7, Plat No. 8, formerly F.A.M. 5, folio 8.

Being the same property conveyed unto Henry S. Jones, Jr. and Shirley M. Jones, his wife, by Timothy F. Finnegan and wife by deed dated December 8, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 276 and by deed from Frederick Kull and wife dated June 19, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 690, Folio 35.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

M-16

OFFICE F

Maryland Gazette

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

LIBER 135 PAGE 341

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1961

We hereby certify, that the annexed Attorney's Sale

Henry S. Jones, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 21st day of March, 1961. The first insertion being made the 23rd day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 MAR 29 AM 8:56

By [signature]

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 342

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,106 Equity

In the Matter of the Sale of the Mortgaged Real Estate of HENRY S. JONES, JR. and SHIRLEY M. JONES, his wife

Ordered, this 23rd day of March, 1961, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,106 Henry S Jones 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 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 20162 1961 MAY -1 AM 11:46 By H. Tilghman

18

In the Case of LIBER 135 PAGE 343

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.
Henry S. Jones, Jr.,
and
Shirley M. Jones, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,106 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. Zekling
Auditor.

May 17, 1961

FILED

1961 MAY 23 AM 9:08

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Henry S. Jones, Jr., and Shirley M. Jones, his wife — in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	196	01	296	01
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	18	00		
			60	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	64	76		
Capital-Gazette Press - second advertisement of sale	46	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - first handbills	14	91		
Speer Publications, Inc. - second handbills	14	80		
New Amsterdam Casualty Co.-bond premium	26	00		
Robert S. Campbell - auctioneer's fee	55	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	6	05		
Dorothy P. McNew - notary fees	2	00		
			260	07
To Attorney for Taxes, viz:				
1961 State and County taxes ($116.93) - 2 months 21 days	25	96	25	96
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	4,705	01		
Interest @ 6% on principal balance of $4,482.33 from 4/25/61 to 6/25/61 - 2 months	44	82	4,749	83
To William W. Townshend, Jr. - amount advanced to Frederick Kull and Frances Kull, his wife, for balance due on first mortgage on Lots 38 and 39 (Order of Court 5/9/61)	69	12	69	12
To Henry S. Jones, Jr., and Shirley M. Jones, his wife, mortgagors - this balance	72	36	72	36
			5,533	60

20

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1961						
Mar.	21	Proceeds of Sale	5,500	00		
		Interest on deferred payment of $4,750.00 to 5/3/61	33	60	5,533	60
					5,533	60

ORDER NISI

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate of
Henry S. Jones, Jr.,
and
Shirley M. Jones, his wife

In the LIBER 135 PAGE 346
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,106 Equity.

FILED 1961 MAY 23 AM 9:08

ORDERED, This 23rd day of May, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of June, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew P. Evans

FILED
1961 JUN 29 PM 3:18

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 347

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,106 EQUITY

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
HENRY S. JONES, JR., and
SHIRLEY M. JONES, his wife

Ordered, this 23rd day of May, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 14,106

Henry S. Jones, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 21373 1961 JUN 28 PM 1:00

By [illegible]

23

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 13,646
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
DEL-PARR, INCORPORATED, a	:	FOR
body corporate of the State	:	ANNE ARUNDEL COUNTY
of Maryland	:	
	: : :	

Mr. Clerk:

Please docket this case and file the original mortgage, mortgage note and statement of mortgage debt.

George E. Rullman
Attorney named in mortgage

FILED
1960 FEB 10 AM 10:43

THIS MORTGAGE, made this 6th day of September, in the year Nineteen Hundred and fifty-five (1955), between Del-Parr, Incorporated, a body corporate of the State of Maryland, MORTGAGOR, and First Federal Savings and Loan Association of Annapolis, a body corporate, duly incorporated, MORTGAGEE.

WHEREAS, the said MORTGAGOR has received by way of loan from the said MORTGAGEE an advance in the sum of One Hundred Thousand Dollars ($100,000.00), as evidenced by their promissory note of even date herewith, for said amount, payable in thirty-eight (38) months from the date hereof; with interest thereon at the rate of six per cent (6%) per annum, payable quarterly; principal payment to be made in the following manner, one-third of principal to be paid each October beginning on the first day of October 1956; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the times limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and of the sum of Five Dollars ($5.00), the receipt whereof in full is hereby acknowledged, the said MORTGAGOR does hereby grant and convey unto the said First Federal Savings and Loan Association of Annapolis, its successors and assigns in fee simple,

(1) All that lot or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same at a point located S. 44°19'E8.97 feet from a cross cut in the concrete in the centerline of King Charles Place, said cross being at the end of the N. 45° 41' E. 8.5 foot line of the conveyance from Del Parr, Incorporated to the Mayor and Aldermen of the City of Annapolis, by deed dated January 31, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, folio 137; and running from said beginning point with the centerline of King Charles Place S. 44° 19' E. 30.53 feet to a point; thence leaving said centerline, S. 45° 41' W. 70.9 feet to a pipe; thence with the rear line of Lot 7, N. 45° 41' W. 29.5 feet to a point; thence N. 44° 38' E. 73.05 feet to the place of beginning, and being a portion of Lot No. 7, King Charles Place, Annapolis, Maryland

Being a part of the property which was conveyed to the Mortgagor herein by Guaranteed Realty Corporation, a body corporate of the State of Maryland,

FILED
1960 FEB 10 AM 10 43

2

by deed dated October 27, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 718, folio 52.

(2) Beginning for the same at a point on the Southernmost side of Defense Highway; said point marks the beginning of the 20th line of parcel Number 1, as shown on the plat attached with that conveyance from Nicholas J. Mandris and Helen M. Mandris, his wife, to Del-Parr, Incorporated, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155. Thence from the point of beginning so fixed binding on the Southernmost side of the Defense Highway and binding on the lines of said Parcel Number 1, the following four courses and distances: S. 72° 20' 00" E. 18.88 feet; thence S. 68° 01' 50" E. 49.68 feet; thence S. 67° 24' 00" E. 9.49 feet; thence leaving said outlines and said side of said Road and binding on the Westernmost side of a 25 foot right of way, previously proposed, with the use thereof in common with others, S.31° 09' 10" W. 264.33 feet to a point of tangency; thence along a regular curve to the right, having a radius of 25.0 feet, a chord S.68° 21'25" W. 30.23 feet, a distance of 32.47 feet to a point of curve; thence still binding on said right of way, N.74° 26' 20" W. 31.45 feet to intersect the Easternmost right of way line of a 60 foot right of way previously proposed; thence binding on said side of said 60 foot right of way N.15° 33' 40" E. 284.17 feet to the point of beginning. Containing 0.57 of an acre of land, more or less, within the bounds of this description. SEE ALSO Deed and Agreement as to 25 foot right of way recorded among the Land Records of Anne Arundel County in Liber J.H.H. 927, folio 125.

BEING a part of the First Parcel of ground conveyed to the Mortgagor herein by Nicholas J. Mandris and Helen N. Mandris, his wife, by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155.

(3) Beginning for the fourth at a point on the Northernmost side of a County Road, 80 feet wide; said point marks the end of the S.23°00'30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc., by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed, leaving said side of said road and with said last mentioned line reversely N. 23° 00' 30" E. 160.30 feet to a point in the Northeasternmost outline of the whole tract;

3

thence leaving said conveyance from Katcef and with part of the Northeasternmost outline of the whole tract S. 70° 31' 20" E. 50.10 feet; thence leaving said outline and with a line parallel to and 50 feet Southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcef S. 23° 00' 30" W. 160.30 feet to intersect the aforementioned County road, 80 feet wide; thence binding on the Northernmost side of said Road N.70° 31' 20" W. 50.10 feet to the point of beginning. Containing 0.18 of an acre of land, more or less, within the bounds of this description.

Being a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. See also Confirmatory Deed recorded in Liber J.H.H. 839, folio 423.

(4) Beginning for the third at a point on the Southeasternmost side of a street, 50 feet wide, leading to Defense Highway; said point of beginning is in the Northeasternmost outline of the whole tract; said point is also S. 70° 31' 20" E. 50.10 feet from the beginning of the S. 23° 00' 30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc., by deed dated December 2, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed leaving said side of said street and with part of the Northeasternmost outline of the whole tract S. 70° 31' 20" E. 213.86 feet, more or less, to intersect the Westernmost right of way line of the Through Highway; thence leaving said outline and with said right of way line with meridian corrected to A.M.S.C. Grid S. 26° 35' 35" W. 48.74 feet, more or less; said point is located at right angles Northwesterly 60 feet from Station 28 plus 48.24 of the base line of the right of way of the Through Highway as shown on State Roads Commission Plat No. 9921; thence still with said right of way line of the Through Highway Southwesterly 140 feet to a point on the Northernmost side of the aforementioned 80 foot County Road; said point is located at right angles Northwesterly 130 feet from Station 27 plus 27 of the base line of the right of way of the Through Highway as shown on said Plat No. 9921;

4

thence leaving said right of way line and with the Northernmost side of said 80 foot County Road N. 70° 31' 20" W. 133.30 feet, more or less; thence leaving said side of said street and with a line parallel to and 50 feet Southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcep, N. 23° 00' 30" E. 160.30 feet to the point of beginning. Containing 0.68 of an acre of land, more or less, within the bounds of this description.

Being a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. See also Confirmatory Deed recorded in Liber J.H.H. 839, folio 423.

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

TO HAVE AND TO HOLD the said parcels of ground and premises unto the said Mortgagee, its successors and assigns. Provided, however, if the said Mortgagor, its successors or assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on its part to be made and done, then this mortgage shall be void. And the said Mortgagor, for itself, its successors 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 and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns, and in case of failure of the Mortgagor, its successors or 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

5

six per cent (6%) per annum, from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, its successors or assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, its successors or 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, its successors or assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenants with the said Mortgagee to pay six per cent (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty

per cent of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the First Federal Savings and Loan Association of Annapolis.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, its successors or assigns, may retain possession of the hereby mortgaged property,

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt and interest, and all expenses incident to said sale and to grant, assign or convey the said property tot the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit; upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, its successors or assigns, or to whomsoever may be entitled to the same.

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

1

successors or assigns, hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions. The said Mortgagor covenants that it will warrant specially the title to the property here conveyed, and that it will execute such further assurances as may be requisite.

IN WITNESS WHEREOF the said Del-Parr, Incorporated, has caused these presents to be signed by its President, whose signature is duly attested by its Secretary and its corporate seal affixed.

ATTEST:

Virginia S. Ehreke
Virginia S. Ehreke, Ass't. Secretary

DEL-PARR, INCORPORATED

BY: J. Donaldson Parr
J. Donaldson Parr, President

STATE OF MARYLAND, Anne Arundel County, to wit:-

I HEREBY CERTIFY that on this 6th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Donaldson Parr, President of Del-Parr, Incorporated, and acknowledged the foregoing to be the act and deed of said body corporate, and further, that he is duly authorized to make this affidavit. At the same time also appeared T. Roland Brown, 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 bonafide as therein set forth.

AS WITNESS my hand and Notarial Seal.

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Jones
Barbara Ann Jones
Notary Public

Rec'd for record Sept. 8, 1955, at 2:22 P.M.
Per George T. Cromwell, Clerk.
Mailed to George C. Rullmann

8

Mortgage Note

$ 100,000.00 LIBER 135 PAGE 356 September 6, 19 55

THIRTY-EIGHT MONTHS *after date* we *promise to pay to the order of*

First Federal Savings and Loan Association of Annapolis

ONE HUNDRED THOUSAND & NO/100 - - - - - *Dollars*

with interest thereon at the rate of six per cent per annum, payable quarterly the principal payment to be made as follows: one-third paid on the first day of October 1956, and one-third each October thereafter.

Value received,

DEL-PARR, INCORPORATED

BY: J. Donaldson Parr

J. Donaldson Parr, President

ATTEST:

Virginia S. Ehreke

VIRGINIA S. EHREKE, ASST. SECRETARY

Secured by Mortgage of Even Date

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND. LIBER 10 PAGE 185 No. 13,645 Equity

LIBER 135 PAGE 357

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, 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 Forty Thousand ($40,000.00) - - - 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 25th day of February, in the year of our Lord 1960

WHEREAS, the above bounden George E. Rullman,

by virtue of the power contained in a mortgage from DEL-PARR, INC. to First Federal Savings & Loan Assn. of Annapolis bearing date the 6th day of September, 1955 and recorded among the ~~mortgage~~ land records of Anne Arundel County, Maryland, in Liber G.T.C. No. 962 Folio 323 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman,

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman,

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

Signed, Sealed and Delivered in the Presence of

Margaret S. Harris

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

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

As to Surety

Catherine F. Minderlein
Catherine F. Minderlein

Attorney in fact

Bond approved this 25th day of February 1960

George T. Cromwell Clerk

FILED

1960 FEB 29 AM 10:13

16

Public Sale

OF VALUABLE BUSINESS PROPERTY

SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, NEAR PAROLE, IMPROVED BY A TWO-STORY OFFICE BUILDING, A MILK BAR AND A PACKAGE GOODS STORE

Under and by virtue of the power of sale contained in a mortgage from Del-Parr, Incorporated, a body corporate of the State of Maryland, to First Federal Savings and Loan Association of Annapolis, a Federal corporation, dated September 6, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 962, folio 323, the said Attorney named in the mortgage is to make sale of the property herein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, March 8, 1960
at 11:00 A.M.

the following described property, namely:

FIRST: Beginning for the same at a point on the Southernmost side of Defense Highway; said point marks the beginning of the 20th line of parcel Number 1, as shown on the plat attached with that conveyance from Nicholas J. Mandris and Helen M. Mandris, his wife, to Del-Parr, Incorporated by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155. Thence from the point of beginning so fixed binding on the Southernmost side of the Defense Highway and binding on the lines of said Parcel Number 1, the following four courses and distances: S. 72 degrees, 20' 00" E. 18.88 feet: thence S. 68 degrees 01' 50" E. 49-68 feet, thence S. 67 degrees 24' 00" E. 9-49 feet; thence leaving said outlines and said side of said Road and binding on the Westernmost side of a 25-foot right-of-way, previously proposed, with the use thereof in common with others, S. 31 degrees 09' 10" W. 264.33 feet to a point of tangency; thence along a regular curve to the right, having a radius of 25.0 feet, a chord S. 68 degrees 21' 25" W. 30.23 feet, a distance of 32.47 feet to a point of curve; thence still binding on said right-of-way N. 74 degrees 26' 20" W. 31.45 feet to intersect the Easternmost right-of-way line of a 60-foot right-of-way previously proposed; thence binding on said side of said 60-foot right-of-way N. 15 degrees 33' 40" E. 284.17 feet to the point of beginning. Containing 0.57 of an acre of land, more or less, within the bounds of this description. SEE ALSO Deed and Agreement as to 25-foot right-of-way recorded among the Land Records of Anne Arundel County in Liber J.H.H. 927, folio 125.

BEING a part of the First Parcel of ground conveyed to the Mortgagor herein by Nicholas J. Mandris and Helen N. Mandris, his wife, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155.

11
Geor
Aucti

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 358

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1960

We hereby certify, that the annexed Public Sale Del-Parr, Incorporated

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1960. The first insertion being made the 15th day of February, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
AR -9 PM 3:56

SAVE AND EXCEPTING THEREFROM, HOWEVER, the following described property:

Beginning for the same at a point in the 5th or N. 31 degrees 09' 10" E. 264.33 foot line described in that deed and agreement between Del-Parr, Inc., and George S. Lewnes, et al, dated May 2, 1955, and recorded in J.H.H. 927, folio 125; said point is located N. 31 degrees 09' 10" E. 89.33 feet from the beginning thereof; thence from the point of beginning so fixed leaving said fifth line for a line of division now made N. 74 degrees 26' 20" W. 79.55 feet to the Easternmost right-of-way line of a proposed 60-foot right of way; thence binding on said side of said proposed 60-foot right of way N. 15 degrees 33' 40" E. 179.85 feet to intersect the southernmost side of said Defense Highway along an irregular curve to the right the following four chords: S. 72 degrees 20' 0" E. 18.88 feet; thence S. 69 degrees 54' 20" E. 49.09 feet; thence S. 68 degrees 01' 50" E. 49.[illegible] feet; thence S. 67 degrees 24' 0" E. 9.49 feet to a point which mar the end of the aforementioned 5th or N. 31 degrees 09' 10" E. 264.33 foot line; thence leaving said side of said Defense Highway and binding on part of said 5th line, reversely, S. 31 degrees 09' 10" W. 175.00 feet to the point of beginning. Containing 0.418 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in July 1957. The aforementioned property was released from the legal effect and operation of the mortgage referred to herein by deed of partial release from the First Federal Savings and Loan Association of Annapolis to Del-Parr, Inc., by deed of release dated August 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1141, folio 422.

The property to be offered for sale is improved by a two-story frame building.

SECOND: Beginning for the fourth at a point on the Northernmost side of a County Road, 80 feet wide; said point marks the end of the S. 23 degrees 00' 30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc., by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed, leaving said side of said road and with said last mentioned line reversely N. 23 degrees 00' 30" E. 160.30 feet to a point in the Northeasternmost outline of the whole tract; thence leaving said conveyance from Katcef and with part of the Northeasternmost outline of the whole tract S. 70 degrees 31' 20" E. 50.10 feet; thence leaving said outline and with a line parallel to and 50 feet southwesterly from the Southeasternmost outline of the aforementioned conveyance from Katcef S. 23 degrees 00' 30" W. 160.30 feet to intersect the aforementioned County Road, 80 feet wide; thence binding on the Northernmost side of said Road N. 70 degrees 31' 20" W. 50.10 feet to the point of beginning. Containing 0.18 of an acre of land, more or less, within the bounds of this description.

BEING a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. See also Confirmatory Deed recorded in Liber J.H.H. 839, folio 423. This tract is improved by a package goods store.

THIRD: Beginning for the third at a point on the Southeasternmost side of a street, 50 feet wide, leading to Defense Highway; said point of beginning is in the Northeasternmost outline line of the whole tract; said point is also S. 70 degrees 31' 20" E. 50.10 feet from the beginning of the S. 23 degrees 00' 30" W. 160.30 foot line of that conveyance from Samuel L. Katcef and wife to The Gunther Brewing Company, Inc., by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed leaving said side of said street and with part of the Northeasternmost outline of the whole tract S. 70 degrees 31' 20" E. 213.86 feet, more or less, to intersect the Westernmost right of way line of the Through Highway; thence leaving said outline and with said right of way line, with meridian corrected to A.M. S.C. Grid S. 26 degrees 35' 35" W. 48.74 feet, more or less; said point is located at right angles Northwesterly 60 feet from Station 28 plus 48.24 of the base line of the right of way of the Through Highway as shown on State Roads Commission Plat No. 9921; thence still with said right of way line of the Through Highway Southwesterly 140 feet to a point on the Northernmost side of the aforementioned 80 foot County Road; said point is located at right angles Northwesterly 130 feet from Station 27 plus 27 of the base line of the right of way of the Through Highway as shown on said Plat No. 9921; thence leaving said right of way line and with the Northernmost side of said 80 foot County Road N. 70 degrees 31' 20" W. 133.30 feet, more of less; thence leaving said side of said street and with a line parallel to and 50 feet Southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcef, N. 23 degrees 00' 30" E. 160.30 feet to the point of beginning. Containing 0.68 of an acre of land, more or less, within the bounds of this description.

BEING a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. see also Confirmatory Deed recorded in Liber J.H.H. 839, folio 423. This tract is improved by a milk bar.

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

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

George W. Scible,
Auctioneer

M-7

GEORGE W. SCIBLE _____ Auctioneer

PUBLIC SALE

— of valuable —

BUSINESS PROPERTY

SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, NEAR PAROLE, IMPROVED BY A TWO-STORY OFFICE BUILDING, A MILK BAR AND A PACKAGE GOODS STORE

Under and by virtue of the power of sale contained in a mortage from Del-Parr, Incorporated, a body corporate of the State of Maryland, to First Federal Savings and Loan Association of Annapolis, a Federal corporation, dated September 6, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 962, folio 323, the said Attorney named in the mortgage is to make sale of the property herein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, March 8, 1960

at 11:00 A. M.

The following described property, namely:

FIRST: Beginning for the same at a point on the Southern-most side of Defense Highway; said point marks the beginning of the 20th line of parcel Number 1, as shown on the plat attached with that conveyance from Nicholas J. Mandris and Helen M. Mandris, his wife, to Del-Parr, Incorporated, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155. Thence from the point of beginning so fixed binding on the Southernmost side of the Defense Highway and binding on the lines of said Parcel Number 1, the following four courses and distances: S. 72° 20' 00" E 18.88 feet; thence S. 68° 01' 50" E 49.68 feet, thence S. 67° 24' 00" E. 9.49 feet; thence leaving said outlines and said side of said Road and binding on the Westernmost side of a 25 foot right of way, previously proposed, with the use thereof in common with others, S. 31° 09' 10" W. 264.33 feet to a point of tangency; thence along a regular curve to the right, having a radius of 25.0 feet, a chord S. 68° 21' 25" W. 30.23 feet, a distance of 32.47 feet to a point of curve; thence still binding on said right of way, N. 74° 26' 20" W. 31.45 feet to intersect the Easternmost right of way line of a 60 foot right of way previously proposed; thence binding on said side of 60 foot right of way N. 15° 33' 40" E. 284.17 feet to the point of beginning. Containing 0.57 of an acre of land, more or less, within the bounds of this description. SEE ALSO Deed and Agreement as to 25 foot right of way recorded among the Land Records of Anne Arundel County in Liber J.H.H. 927, folio 125.

BEING a part of the First Parcel of ground conveyed to the Mortagor herein by Nicholas J. Mandris and Helen N. Mandris, his wife, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155.

SAVE AND EXCEPTING THEREFROM, HOWEVER, the following described property:

Beginning for the same at a point in the 5th or N. 31° 09' 10" E. 264.33 foot line described in that deed and agreement between Del-Parr, Inc. and George S. Lewnes, et al, dated May 2, 1955, and recorded in J.H.H. 927, folio 125; said point is located N. 31° 09' 10" E. 89.33 feet from the beginning thereof; thence from the point of beginning so fixed leaving said fifth line for a line of division now made N. 74° 26' 20" W. 79.55 feet to the Easternmost right of way line of a proposed 60 foot right of way; thence binding on said side of said proposed 60 foot right of way N. 15° 33' 40" E. 179.85 feet to intersect the Southernmost side of the Defense Highway; thence binding on the Southernmost side of said Defense Highway along an irregular curve to the right the following 4 chords: S. 72° 20' 00" E. 18.88 feet; thence S. 69° 54' 20" E. 49.09 feet; thence S. 68° 01' 50" E. 49.68 feet; thence S. 67° 24' 00" E. 9.49 feet to a point which marks the end of the aforementioned 5th or N. 31° 09' 10" E. 264.33 foot line; thence leaving said side of said Defense Highway and binding on part of said 5th line, reversely, S. 31° 09' 10" W. 175.00 feet to

1960 MAR -9 PM 3:56 FILED

the point of beginning. Containing 0.418 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyer, in July 1957. The aforementioned property was released from the legal effect and operation of the mortgage referred to herein by deed of partial release from the First Federal Savings and Loan Association of Annapolis to Del-Parr, Inc. by deed of release dated August 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1141, folio 422.

The property to be offered for sale is improved by a two-story frame building.

SECOND: Beginning for the fourth at a point on the Northernmost side of a County Road, 80 feet wide; said point marks the end of the S. 23° 00' 30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc., by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed, leaving said side of said road and with said last mentioned line reversely N. 23° 00' 30" E. 160.30 feet to a point in the Northeasternmost outline of the whole tract; thence leaving said conveyance from Katcef and with part of the Northeasternmost outline of the whole tract S. 7.0° 31' 20" E. 50.10 feet; thence leaving said outline and with a line parallel to and 50 feet southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcef S. 23° 00' 30" W. 160.30 feet to intersect the aforementioned County Road, 80 feet wide; thence binding on the Northernmost side of said Road N. 70° 31' 20" W. 50.10 feet to the point of beginning. Containing 0.18 of an acre of land, more or less within the bounds of this description.

BEING a part of the property conveyed to the Mortagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. See also Confirmatory Deed recorded in Liber J.H.H. 839, folio 423. This tract is improved by a package goods store.

THIRD: Beginning for the third at a point on the Southeasternmost side of a street, 50 feet wide, leading to Defense Highway; said point of beginning is in the Northeasternmost outline of the whole tract; said point is also S. 70° 31' 20" E. 50.10 feet from the beginning of the S. 23° 00' 30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc. by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed leaving said side of said street and with part of the Northeasternmost outline of the whole tract S. 70° 31' 20" E. 213.86 feet, more or less, to intersect the Westernmost right of way line of the Through Highway; thence leaving said outline and with said right of way line with meridian corrected to A.M.S.C. Grid S. 26° 35' 35" W. 48.74 feet, more or less; said point is located at right angles Northwesterly 60 feet from Station 28 plus 48.24 of the base line of the right of way of the Through Highway as shown on State Roads Commission Plat No. 9921; thence still with said right of way line of the Through Highway Southwesterly 140 feet to a point on the Northernmost side of the aforementioned 80 foot County Road; said point is located at right angles Northwesterly 130 feet from Station 27 plus 27 of the base line of the right of way of the Through Highway as shown on said Plat No. 9921; thence leaving said right of way line and with the Northernmost side of said 80 foot County Road N. 70° 31' 20" W. 133.30 feet, more or less; thence leaving said side of said street and with a line parallel to and 50 feet Southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcef, N. 23° 00' 30" E. 160.30 feet to the point of beginning. Containing 0.68 of an acre of land, more or less, within the bounds of this description.

BEING a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. See also Confirmatory Deed recorded in Liber J.H.H. 839, folio 423, This tract is improved by a milk bar.

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

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

We, Stephen W. Duckett and Louis N. Phipps, do hereby certify that we did purchase the real estate described on the reverse side hereof, at public auction at the Court House door, Annapolis, Maryland, on Tuesday, March 8, 1960, at and for the figure of $47,500.00, said sum being the highest bid offered.

We hereby agree to comply with the terms of the sale.

Witness:

George E. Pullman Jr.

Stephen W. Duckett

Stephen W. Duckett

Louis N. Phipps

Louis N. Phipps

I hereby certify that I did, on the 8th day of March, 1960, offer at public sale at the Court House door in the City of Annapolis, the property described on the reverse side hereof and the property was bid in at the high bid of $47,500.00 by Stephen W. Duckett and Louis N. Phipps, and sold.

Witness:

George W. Scible, Auctioneer

FILED

1960 MAR -9 PM 3:57

13

IN THE MATTER OF THE SALE OF	:	
THE MORTGAGE REAL ESTATE OF	:	EQUITY # 13,646
DEL-PARR, INCORPORATED, a body	:	IN THE CIRCUIT COURT FOR
corporate of the State of	:	ANNE ARUNDEL COUNTY
Maryland	:	
	: : :	

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of George E. Rullman, Attorney named in the mortgage to make sale of the mortgaged property described in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from Del-Parr, Incorporated, a body corporate of the State of Maryland, to First Federal Savings and Loan Association of Annapolis, a Federal corporation, George E. Rullman is attorney named in the mortgage to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, March 8, 1960, at eleven o'clock a.m. and then and there sold the property to Stephen W. Duckett and Louis N. Phipps, at and for the sum of Forty-seven Thousand Five Hundred Dollars ($47,500.00), they then and there being the highest bidder therefor, which property is described as follows:

1960 MAR -9 PM 3:56 FILED

ALL those three lots or parcels of property, with improvements thereon, situate, lying and being in the Second Election District of Anne Arundel County, Maryland, near Parole, and described as follows:

FIRST: Beginning for the same at a point on the Southern-most side of Defense Highway; said point marks the beginning of the 20th line of parcel Number 1, as shown on the plat attached with that conveyance from Nicholas J. Mandris and

14

Helen M. Mandris, his wife, to Del-Parr, Incorporated, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155. Thence from the point of beginning so fixed binding on the Southernmost side of the Defense Highway and binding on the lines of said Parcel Number 1, the following four courses and distances: S. 72° 20' 00" E 18.88 feet; thence S. 68° 01' 50" E 49.68 feet, thence S. 67° 24' 00" E 9.49 feet; thence leaving said outlines and said side of said Road and binding on the Westernmost side of a 25 foot right of way, previously proposed, with the use thereof in common with others, S. 31° 09' 10" W. 264.33 feet to a point of tangency; thence along a regular curve to the right, having a radius of 25.0 feet, a chord S. 68° 21' 25" W. 30.23 feet, a distance of 32.47 feet to a point of curve; thence still binding on said right of way, N. 74° 26' 20" W. 31.45 feet to intersect the Easternmost right of way line of a 60 foot right of way previously proposed; thence binding on said side of 60 foot right of way N 15° 33' 40" E. 284.17 feet to the point of beginning. Containing 0.57 of an acre of land, more or less, within the bounds of this description. SEE ALSO Deed and Agreement as to 25 foot right of way recorded among the Land Records of Anne Arundel County in Liber J.H.H. 927, folio 125.

BEING a part of the First Parcel of ground conveyed to the Mortgagor herein by Nicholas J. Mandris and Helen N. Mandris, his wife, by deed dated September 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155.

SAVE AND EXCEPTING THEREFROM, HOWEVER, the following described property:

Beginning for the same at a point in the 5th or N. 31° 09' 10" E. 264.33 foot line described in that deed and agreement between Del-Parr, Inc. and George S. Lewnes, et al, dated May 2, 1955, and recorded in J.H.H. 927, folio 125; said point is located N. 31° 09' 10" E. 89.33 feet from the beginning thereof; thence from the point of beginning so fixed leaving said fifth line for a line of division now made N. 74° 26' 20" W. 79.55 feet to the Easternmost right of way line of a proposed 60 foot right of way; thence binding on said side of said proposed 60 foot right of way N. 15° 33' 40" E. 179.85 feet to intersect the Southernmost side of the Defense Highway; thence binding on the Southernmost side of said Defense Highway along an irregular curve to the right the following 4 chords: S. 72° 20' 00" E. 18.88 feet; thence S. 69° 54' 20" E. 49.09 feet; thence S. 68° 01'

5

50" E. 49.68 feet; thence S. 67° 24' 00" E. 9.49 feet to a point which marks the end of the aforementioned 5th or N. 31° 09' 10" E. 264.33 foot line; thence leaving said side of said Defense Highway and binding on part of said 5th line, reversely, S. 31° 09' 10" W. 175.00 feet to the point of beginning. Containing 0.418 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in July 1957. The aforementioned property was released from the legal effect and operation of the mortgage referred to herein by deed of partial release from the First Federal Savings and Loan Association of Annapolis to Del-Parr, Inc. by deed of release dated August 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1141, folio 422.

The property to be offered for sale is improved by a two-story frame building.

SECOND: Beginning for the fourth at a point on the Northernmost side of a County Road, 80 feet wide; said point marks the end of the S. 23° 00' 30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc., by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed, leaving said side of said road and with said last mentioned line reversely N. 23° 00' 30" E. 160.30 feet to a point in the Northeasternmost outline of the whole tract; thence leaving said conveyance from Katcef and with part of the Northeasternmost outline of the whole tract S. 7.0° 31' 20" E. 50.10 feet; thence leaving said outline and with a line parallel to and 50 feet southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcef S. 23° 00' 30" W. 160.30 feet to intersect the aforementioned County Road, 80 feet wide; thence binding on the Northernmost side of said Road N. 70° 31' 20" W. 50.10 feet to the point of beginning. Containing 0.18 of an acre of land, more or less within the bounds of this description.

BEING a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. SEE ALSO Confirmatory Deed recorded in Liber J.H.H. 839, folio 423. This tract is improved by a package goods store.

THIRD: Beginning for the third at a point on the Southeasternmost side

16

of a street, 50 feet wide, leading to Defense Highway; said point of beginning is in the Northeasternmost outline of the whole tract; said point is also S. 70° 31' 20" E. 50.10 feet from the beginning of the S. 23° 00' 30" W. 160.30 foot line of that conveyance from Samuel J. Katcef and wife to The Gunther Brewing Company, Inc. by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 799, folio 597. Thence from the point of beginning so fixed leaving said side of said street and with part of the Northeasternmost outline of the whole tract S. 70° 31' 20" E. 213.86 feet, more or less, to intersect the Westernmost right of way line of the Through Highway; thence leaving said outline and with said right of way line with meridian corrected to A. M. S. C. Grid S. 26° 35' 35" W. 48.74 feet, more or less; said point is located at right angles Northwesterly 60 feet from Station 28 plus 48.24 of the base line of the right of way of the Through Highway as shown on State Roads Commission Plat No. 9921; thence still with said right of way line of the Through Highway Southwesterly 140 feet to a point on the Northernmost side of the aforementioned 80 foot County Road; said point is located at right angles Northwesterly 130 feet from Station 27 plus 27 of the base line of the right of way of the Through Highway as shown on said Plat No. 9921; thence leaving said right of way line and with the Northernmost side of said 80 foot County Road N. 70° 31' 20" W. 133.30 feet, more or less; thence leaving said side of said street and with a line parallel to and 50 feet Southeasterly from the Southeasternmost outline of the aforementioned conveyance from Katcef, N. 23° 00' 30" E. 160.30 feet to the point of beginning. Containing 0.68 of an acre of land, more or less, within the bounds of this description.

BEING a part of the property conveyed to the Mortgagor herein by George W. Della and Agnes Della, his wife, and J. Donaldson Parr and Nancy A. Parr, his wife, by deed dated March 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 816, folio 149. SEE ALSO Confirmatory Deed recorded in Liber J.H.H. 839, folio 423. This tract is improved by a milk bar.

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

17

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

The Certificate of the Auctioneer and the Agreement of the Purchasers together with the Certificate of Publication are filed herewith and prayed to be taken as a part hereof.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:- LIBER 135 PAGE 367 B

I hereby certify that on this 9th day of March, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the same was fairly made.

Witness my hand and Notarial Seal.

Notary Public

ORDER NISI

LIBER 135 PAGE 368

In The Matter of The Sale of
The Mortgage Real Estate of
Del-Parr, Incorporated, a body
corporate of the State of Maryland
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,646 Equity

Ordered, this 9th day of March, 19 60, That the sale of the Property in these proceeding mentioned made and reported by George E. Rullman, Attorney named in the Mortgage

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

The report states that the amount of sale was $ 47,500.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 MAR 9 PM 3:56

TEST: _____ Clerk.

(Final Order)

In The Matter of The Sale of
The Mortgage Real Estate of
Del-Parr, Incorporated, a body
corporate of the State of Maryland
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 15th day of June, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans JUDGE.

FILED

1960 JUN 15 PM 3:18

9

F. 21733 1/55

LIBER 10 PAGE 207

MORTGAGEES OR ATTORNEYS BOND.

LIBER 135 PAGE 369

KNOW ALL MEN BY THESE PRESENTS, THAT ~~we~~ I, George E. Rullman of Anne Arundel County, 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 Seven Thousand Five Hundred ($7,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of March, in the year of our Lord 1960

WHEREAS, the above bounden, George E. Rullman,

by virtue of the power contained in a mortgage from Del-Parr, Inc. to First Federal Savings & Loan Assn. of Annapolis bearing date the 16th day of September, 1955, and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 962 Folio 323 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, George E. Rullman,

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

IN TESTIMONY WHEREOF, the above bounden, George E. Rullman,

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

Signed, Sealed and Delivered in the Presence of

Madelin Rose

George E. Rullman [SEAL]

George E. Rullman.

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

Rose M. Bausch

Attorney in fact

As to Surety

Catherine F. Minderlein

Catherine F. Minderlein

FILED

1960 MAR 18 AM 10:59

OFF : OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 370

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,646 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate of Del-Parr, Incorporated, a body corporate of the State of Maryland.

Ordered, this 8th day of March, 1960. That the sale of the Property in these proceeding mentioned made and reported by George E. Rullman, Attroney named in the Mortgage be ratified and confirmed, unless cause to the contrary be shown on or before the 18th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of April next.

The report states that the amount of sale was $47,500.00

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,646
Del Parr, Incorporated

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of April, 1960. The first insertion being made the 14th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. ~~1960~~ ~~APR 12~~ PM 2:49

21

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF DEL-PARR, INCORPORATED a body corporate of the State of Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,646

LIBER 135 PAGE 371

.. ..

PETITION TO INTERVENE AMICUS CURIAE

The Petition of Stephen W. Duckett, by Henry J. Tarantino, his attorney, respectfully represents:

1. That the Petitioner was the successful bidder at a public sale of certain properties situate in the Second Election District of Anne Arundel County and being more particularly described in these proceedings.

2. That subsequent to the aforesaid public sale on March 8, 1960, Exceptions to said sale were filed in said proceedings.

3. That your Petitioner has engaged Henry J. Tarantino for advice and representation as a practicing attorney and prays that he be allowed to participate in the argument of this case as a friend of the Court.

AND, AS IN DUTY BOUND, etc.

Henry J. Tarantino

Stephen W. Duckett

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1960 APR 19 PM 2:04

26

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF DEL-PARR, INCORPORATED a body corporate of the State of Maryland.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,646

LIBER 135 PAGE 372

.. ..

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED this 19th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, that leave be and is hereby granted to Henry J. Tarantino, an attorney, to participate in the legal argument of these proceedings amicus curiae.

Matthew S. Evans
JUDGE

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1960 APR 20 AM 9:27

23

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF DEL-PARR, INCORPORATED, a body corporate of the State of Maryland	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,646

. . . . .

AMENDED STATEMENT OF MORTGAGE DEBT

To Balance due on Mortgage, January 31, 1960			35,397.14
Interest from Jan. 31, 1960 to June 15, 1960			1,144.69
To: Fire Insurance Premiums			
Henry M. Murray, Agent, April 20, 1960	60.08		
Henry M. Murray, Agent, April 20, 1960	12.02		
Henry M. Murray, Agent, April 20, 1960	19.23		
Henry M. Murray, Agent, June 1, 1960	60.08		
Henry M. Murray, Agent, June 1, 1960	12.02		
Henry M. Murray, Agent, June 1, 1960	19.23		
Henry M. Murray, Agent, August 1, 1960	42.09		
Henry M. Murray, Agent, August 1, 1960	13.48		
Henry M. Murray, Agent, August 1, 1960	8.42	246.65	
Refunds:			
Henry M. Murray, Agent, August 17, 1960	7.32		
Henry M. Murray, Agent, August 17, 1960	11.73		
Henry M. Murray, Agent, August 17, 1960	36.62	55.67	
			190.98
To: Fire Insurance Premiums			
Fred E. Voges, Agent, May 3, 1960		124.96	
Refund			
Fred E. Voges, Agent, August 17, 1960		83.95	
			41.01
			36,773.82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 18th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, a Federal corporation, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1960 AUG 18 AM 10:01

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 1, 1961.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.
Del-Parr, Incorporated,
a body corporate of the
State of Maryland

In the

Circuit Court

For

Anne Arundel County

No. 13,646 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.

August 26, 1960

FILED

1960 AUG 29 PM 2:12

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Del-Parr, Incorporated, a body corporate of the State of Maryland. in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	1,253	10	1,303	10
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	46	50		
Joseph W. Alton, Jr. - Sheriff's costs	4	15		
Auditor - stating this account	36	00		
Shirley Miller - Stenographer's fee	5	00	111	65
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	232	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	20	14		
National Surety Corp. - bond premiums	190	00		
George W. Scible - auctioneer's fee	300	00		
One-half Federal documentary stamps	26	12		
One-half State documentary stamps	52	25		
George E. Rullman, Jr. - notary fees	1	50		
Madolin Ross - notary fee		50		
Ann C. Ritter - notary fee		50	850	77
To Attorney for Taxes, viz: 1960 State and County taxes ($746.76) - 2 months 8 days	63	66	63	66
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim, viz:				
Amount of Amended Claim filed 8/18/60 $36,773.82				
Interest on principal balance of $35,397.14 @ 6% from 6/15/60 to 9/30/60 - 107 days 631.25	37,405	07	37,405	07
To Elmer Bach and Margaret Bach, his wife, second mortgagees - this balance on account claim filed (Order 8/25/60)	8,920	81	8,920	81
			48,655	06
Principal balance due on second mortgage	25,000	00		
Interest thereon from 12/19/57 to 9/30/60 - 2 yrs. 9 months	4,125	00		
	29,125	00		
Cr. Amount allowed above	8,920	81		
Balance subject to decree in personam	20,204	19		

46

with

George E. Rullman, Attorney named in Mortgage

Cr.

1960						
Mar.	8	Proceeds of Sale	47,500	00		
		Interest on deferred payment of $42,750.00 to 8/17/60 - 162 days	1,155	06	48,655	06
					48,655	06

LIBER 135 PAGE 377

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~VERSUS~~

Del-Parr, Incorporated, a body corporate of the State of Maryland

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,646 Equity.

ORDERED, This 29th day of August, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of October ~~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 3rd day of ~~September~~ October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of October, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1960 OCT -6 PM 2:17

Matthew H. Evans

1960 AUG 29 PM 2:12

28

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 378

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,646 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF DEL-PARR, INCORPORATED, a body corporate of the State of Maryland

Ordered, this 29th day of August, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

s-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,646
Auditor Account
Del-Parr Incorporated

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 3rd day of October, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16890 1960 OCT -5 PM 1:59 By H. Tilghman

29

LIBER 135 PAGE 379

Equity No. 13897

IN THE MATTER OF THE

SALE OF THE MORTGAGED REAL ESTATE
OF

ELLEN M GIVEN

In the

Circuit Court

for

Anne Arundel County

ORDER TO DOCKET FORECLOSURE PROCEEDINGS

Mr. Clerk:

Please docket above entitled foreclosure proceedings and file herewith: Original Mortgage, Mortgage Statement, Military Affidavit.

Louis M Strauss, Attorney named in Mortgage

STATEMENT OF CLAIM

Mortgage of Ellen Given , dated May 12, 1960., to Capital City Building and Loan Association as ercorded Anne Arundel County Land records Liber G.T.C. 1295 fol 95

To principal amount of Loan	$3,000.00
To payments on principal thru July, 1960	59.09
Balance due as of July 3, 1960 interest at rate of 6% per annum from August 1, 1960	$7,940.91

State of Maryland
Anne Arundel County

I hereby certify that before me, a Notary Public of State and County aforesaid this 28th day of July, 1960 personally appeared Allan D Housely, Secretary- Treasurer of Capital City Building and Loan Association and made oath that the aforegoing balance is due and owing under mortgage as alleged. July 29, 1960.

Mildred F. Bean
Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1960 JUL 29 AM 10:43

BOOK 1295 PAGE 95 LIBER 135 PAGE 380

No. 13,897 Eq.

This Mortgage, made this 12th day of May, in the year one thousand nine hundred and fifty-nine, , between Ellen M. Given, div., of Annapolis , in the State of Maryland, hereinafter called Mortgagor(s), and CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of Eight Thousand - Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Fifty-seven and $\frac{32}{100}$ - Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the twelfth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

Beginning for the same at an iron pipe set on the east side of President Street, said pipe being distant South 14° 42' West 197 ft. from the corner formed by the intersection of the said side of President Street with the South side of Jackson Street, said pipe being also in the divisional line between Lots Nos. 6 and 7 as shown on a drawing prepared by Clarence F. Shelley & Company, Surveyors and Civil Engineers and dated January, 1940, entitled "Plat No. 2-A, Jackson Street, subdivision" and moving thence with said divisional line South 75° 18' East 119.90 ft. to an iron pipe set in the divisional line between Lot No. 7 and Lot No. 11. Thence, running with said last mentioned divisional line South 14° 42' West 45.0 ft. to an iron pipe set in the divisional line between Lot No. 7 and Lot No. 8, thence running with said last mentioned divisional line North 75° 18' West 119.90 ft. to an iron pipe set on the east side of President Street, thence running with said side of President Street, North 14° 42' East 45.0 ft. to point of beginning. Containing 5,395 square feet. The bearings in the above description are referred to the true meridian. The improvements thereon being

1960 JUL 29 AM 10:43

known as No. 1205 President Street, and designated as Lot. No. 7, Jackson Street Subdivision, Plat No. 2-A.

BEING same lot of ground conveyed to Ellen M. Givens, divorced by Rose Louise Givens and Albert Givens, her son, by deed recorded September 18, 1957, among the Land Records of Anne Arundel County in Liber G.T.C. No. 1215, folio 197.

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 herself, her heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by Louis M. Strauss, its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Mildred F. Bean
Mildred F. Bean

Ellen M Givens (SEAL)
Ellen M. Givens

(SEAL)

(SEAL)

5

BOOK 1295 PAGE 98 LIBER 135 PAGE 383

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of May, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ellen M. Givens, divorced, the above named Mortgagor(x) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that she executed the same for the purposes therein contained, and also she acknowledged the foregoing Mortgage to be her act. At the same time also appeared JOSEPH H. GRISCOM, SR., President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Mildred F. Bean
NOTARY PUBLIC Mildred F. Bean

My Commission expires May 1, 1961.

Rec'd for record May 12, 1959 at 12:05 P.M.
Mailed to Louis M. Strauss

LOUIS M. STRAUSS
Attorney
CAPITAL CITY BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

Ellen M. Givens, divorced

TO

CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, 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 $ 1.50

LOUIS M. STRAUSS
Solicitor
124 South St.
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

PROPERTY AND IMPROVEMENTS KNOWN AS 1205 PRESIDENT STREET, ANNAPOLIS, MD.

Under and by virtue of the power contained in a mortgage from Ellen M. Givens to the Capital City Building and Loan Association dated May 17, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 97, default having occurred in the payment of said, the undersigned Attorney will sell at Public Auction to the highest bidder at the Court House Door, Church Circle Annapolis, Maryland, on

Thurs., Aug. 25, 1960

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

All that lot of ground on the East side of President Street facing thereon 45 Ft., with an equal depth of 119.90 feet being known and designated as Lot No. 7 on Plat of Jackson Street known as "Plat No. 2-A of Jackson Street subdivision" as made by Clarence F. Shelley, Engineers and Surveyors, dated January, 1940, said lot being described by metes and bounds in aforementioned mortgage and improvements thereon being designated as 1205 President Street, Annapolis, Maryland.

The improvements consist of a modern One and half Story Dwelling containing 6 rooms, 1½ baths and modern conveniences Gas Hot air heat.

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

LOUIS M. STRAUSS
Attorney Named in Mortgage
GEORGE W. SCIBLE
Auctioneer

A-22

No. 6

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 384

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 23, 1960

We hereby certify, that the annexed

Attorney's Sale

Ellen M. Givens

13,897

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 25th day of August, 1960. The first insertion being made the 1st day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 23 PM 5 38

W. Gilghrman

G 22096

#13,897 Equity

LIBER 10 PAGE 339

LIBER 135 PAGE 385

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss **as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** 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** 25th **day of** August **, 19**60**.**

WHEREAS, by virtue of a power of sale contained in a Mortgage from Ellen M. Givens to Capital City Building and Loan Association of Annapolis, Maryland **bearing date on or about the** 12th **day of** May **, 19**59**, 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 said of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

Ethel M. Carle

Louis M. Strauss **PRINCIPAL** **(SEAL)**

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond approved this 25 day of August 19 60

George F. Cromwell, Clerk

FILED

1960 AUG 25 AM 10:55

IN THE MATTER OF THE SALE	:	IN THE
OF THE MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF ELLEN M. GIVEN	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13897

: : : : :

LIBER 135 PAGE 386

REPORT OF SALE

The report of Louis M. Strauss, attorney named in Mortgage in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 25th day of August, 1960, at 2 P.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 Nine Thousand Six Hundred (9,600.00) Dollars, to and unto the said Louis H. Hall, Sr. and Mary L. Hall, his wife, they being the highest bidders therefore.

Respectfully submitted,

Louis M. Strauss, Attorney named in Mortgage.

FILED
1960 AUG 25 PM 3:28

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Attorney named in Mortgage, and in the above report of Sale, and he made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Mildred F. Bean - Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

8

ORDER NISI

LIBER 135 PAGE 387

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ELLEN M. GIVEN

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,897 Equity

Ordered, this 25th day of August, 1960, 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 28th 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 28th day of September next.

The report states that the amount of sale was $9,600.00

FILED 1960 AUG 25 PM 3:28

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ELLEN M. GIVEN

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of October, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1960 OCT 10 AM 9:55

In Circuit Court
For
Anne Arundel
County

LIBER 135 PAGE 388

Equity
13,897
13,897

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 29th day of September, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, appeared Louis H Strauss, Atty named in mortgage plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

that Mortgagor Ellen M Given — is Telephone operator at Annapolis, Maryland

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 29th day of September, 1960.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

Notarial Seal

Mildred F. Bean
Notary Public

My Commission will expire on:

May 1, 1961

Filed,

FILED
1960 SEP 29 PM 1:55

10

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 389

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,697

Ellen M. Given

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 26th day of September, 1960. The first insertion being made the 27th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 16853 1960 OCT -6 PM 2:48 By [illegible]

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,897 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ELLEN M. GIVEN

Ordered this 25th day of August, 1960, 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 28th 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 28th day of September next.

The report states that the amount of sale was $9,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, Test:

GEORGE T. CROMWELL, Clerk

S-17

LIBER 135 PAGE 390

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.

Ellen M. Givens

In the

Circuit Court

For

Anne Arundel County

No. 13,897 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.

January 19, 1961

FILED

1961 JAN 24 AM 9:23

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Ellen M. Givens

in ac.

To Attorney for Commissions, viz:		329	82		
To Attorney for Fee, viz:		100	00	429	82
To Attorney for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Defendant's Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		37	60		
Jos. W. Alton, Jr. - Sheriff's costs		1	45		
Conchita Tuers - Stenographer's fee		10	00		
Auditor - stating this account		22	50	91	55
To Attorney for Expenses, viz:					
Capital-Gazette Press - advertising sale		57	76		
Capital-Gazette Press - order nisi (sale)		15	00		
Capital-Gazette Press - order nisi (acct)		12	00		
Speer Publications, Inc. - handbills		12	01		
Globe Indemnity Co. - bond premium		40	00		
George W. Scible - auctioneer's fee		35	00		
One-half Federal documentary stamps		5	50		
One-half State documentary stamps		11	00		
Mildred F. Bean - notary fees		1	50	189	77
To Capital Building & Loan Ass'n of Annapolis, Maryland, mortgagee - in full for mortgage claim, viz:					
Amount of Claim filed	$ 7,940.91				
Interest thereon @ 6% from 8/1/60 to 11/2/60	121.83	8,062	74	8,062	74
To Annapolis Banking & Trust Company, judgment creditor - in full for claim in #A-3239 Law, viz:					
Debt	$ 65.74				
Interest from 3/20/60 to 2/20/61 - 11 months	3.62				
Court costs	26.75				
Attorney's fee	6.57	102	68	102	68
To Rose L. Givens - this balance on account Trust impressed on net proceeds of sale by Court's Decree of 1/13/61		893	17	893	17
				9,769	73

Amount of Trust as Decreed	$1,500.00
Cr. Amount allowed above	893.17
Balance due	606.83

13

with

Louis M. Strauss, Attorney named in Mortgage

Cr.

1960						
Aug.	25	Proceeds of Sale	9,600	00		
		Interest on deferred payment of $9,100.00 to 10/27/60	94	04	9,694	04
		Refund 1960 State and County taxes ($75.78) - 4 months 6 days	26	29		
		Refund 1960 Annapolis City taxes ($56.27) - 10 months 6 days	47	58		
		Metered water ($6.51) -8/25/60 to 9/20/60	1	82	75	69
					9,769	73

LIBER 135 PAGE 393

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~

of

Ellen M. Givens

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,897 Equity.

ORDERED, This 24th day of January, 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 February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of March, 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
Judge

1961 MAR -1 PM 2:33

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 394

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,897 Equity
In the Matter of the Sale of the Mortgaged Real Estate of
ELLEN M. GIVENS

Ordered, this 24th day of January, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk.
F-9

CERTIFICATE OF PUBLICATION

Annapolis. Md. February 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,897
Auditor Account.

Ellen M. Givens

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 19274 1961 FEB 28 PM 4:03

16

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ADELLA SHACKS, Widow, and	*	FOR
	*	ANNE ARUNDEL COUNTY
HERMAN S. GELMAN and MARCELLE GELMAN, his wife	*	NO. 13980 EQUITY

LIBER 135 PAGE 395

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

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey - Attorney
named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 SEP 16 PM 12:41

Balance Prior Mortgage to 2/28/58 $27,786.09
Additional Loan - 2/28/58 7,313.91
$35,100.00

LIBER 135 PAGE 396

State Stamps - Additional Loan 7.70

LIBER 1188 PAGE 139

CANCELLED

RECORDATION TAX ACT OF 1947 $5.50 $5.50

RECORDATION TAX ACT OF 1947 $2.20 $2.20

No. 13,980 Equity

Form No. 1—County Fee

This Mortgage, made this 28th day of February, in the year one thousand nine hundred and Fifty-eight, between ADELLA SHACKS, Widow, and HERMAN S. GELMAN and MARCELLE GELMAN, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor (s), and Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to ADELLA SHACKS, Widow, and HERMAN S. GELMAN and MARCELLE GELMAN, his wife, the sum of Thirty-five Thousand One Hundred and 00/100 ($35,100.00)--------- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ..6....% per annum, in the manner following:

By the payment of Two Hundred Ninety-six and 21/100 ($296.21)---------- dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said ADELLA SHACKS, Widow, ~~and HERMAN S. GELMAN and MARCELLE GELMAN, his wife,~~ do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots, pieces, or parcels of ground situate, lying and being in the Sixth election district of Anne Arundel County, State of Maryland, and described as follows:

ONE:

ALL THAT LOT OF GROUND situate on the southwest side of Murray Avenue, Annapolis, Maryland, designated as Lot No. 7, in Block "I" on Melvin's Plan of Murray Hill, filed among the Land Records of Anne Arundel County in Liber GW No. 1, folio 17, (now Plat Book 19, folio 18,) and described as follows: Beginning for the same at a point on the southwest side of said Murray Avenue 120 feet westerly from the intersection of the said Southwest side of Murray Avenue with the northwest side of Second Street and running from thence with the southwest side of said Murray Avenue northerly 40 feet to the southeast line of lot 9 as shown on the aforesaid plat; thence at right angles to said Avenue, southwesterly 140 feet to the rear line of Lot No. 8 in said Block "I"; thence along said line southeasterly 40 feet to the northwest side of Lot No. 5 in said Block "I" and thence with the northwest side of said Lot No. 5, northeasterly 140 feet to the southwest side of Murray Avenue and the place of beginning, also known as #37 Murray Avenue.

Feb LD

1960 SEP 16 PM 12:47

BEING the same property conveyed by Deed from Samuel B. Dove and Rosa E. Dove, his wife, to Oscar Shacks and Adella Shacks, his wife, dated August 21, 1943, and recorded among the Land Records of Anne Arundel County in Liber JHH 289, folio 232. The said Oscar Shacks having since departed this life.

TWO:

ALL THAT TRACT OF LAND situate in the City of Annapolis, Maryland, on the South side of West Street and numbered and designated as numbers 33, 35, 37 and 37½ West Street and described as follows: Beginning for the same at the Northwest corner of the brick dwelling on the South side of West Street and the East side of this lot and running with the wall of said house, South 03 3/4 degrees West 28 feet to a fence; thence North 86¼ degrees West 3.8 feet; thence South 11½ degrees West 12.5 feet to the corner of a one story brick building; thence South 40 degrees West 87.6 feet to a brick building; thence with the line of said building North 61 degrees West 21.75 feet to a fence; thence with the fence line North 24¼ degrees East 44.8 feet; thence North 04 degrees East 54.75 feet to the line of West Street; thence with said Street South 86¼ degrees East 58.8 feet to the place of beginning. (For plat of property see Deed recorded in Liber GW 92, folio 250.)

BEING the same parcel of ground which by Deed dated March 25, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 462, folio 136, was conveyed by Louis M. Strauss, Trustee, to Oscar Shacks and Adella Shacks, his wife. The said Oscar Shacks having since departed this life.

THE SAID HERMAN S. GELMAN AND MARCELLE GELMAN, his wife, join in the execution of this Mortgage for the purpose of securing the performances of the terms and covenants thereof, repayment of the Mortgage debt in its entirety, becoming personally bound for these obligations and covenants.

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to restrictions of record.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) ADELLA SHACKS, Widow, and HERMAN S. GELMAN and MARCELLE GELMAN, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars: J

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to all

Adella Shacks (SEAL)
Adella Shacks

(SEAL)

Herman S. Gelman (SEAL)
Herman S. Gelman

Marcelle Gelman (SEAL)
Marcelle Gelman

LIBER 1188 PAGE 141

LIBER 135 PAGE 398

4

5

LIBER 135 PAGE 399

State of Maryland, Anne Arundel County, to wit: LIBER 1188 PAGE 142

I HEREBY CERTIFY, that on this 28th day of February

in the year one thousand nine hundred and Fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

ADELLA SHACKS, Widow, and HERMAN S. GELMAN and MARCELLE GELMAN, his wife, the mortgagor(s)

named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. GARDINER CHANEY, President

of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey - Notary Public.

My Commission expires on

May 4th 19 59.

Rec'd for record Mar. 3 1958 at 10.54 A.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

ADELLA SHACKS, Widow, and HERMAN S. GELMAN and MARCELLE GELMAN, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property 37 Murray Ave. & 33, 35, 37 & 37½ West St., City of Annapolis, Sixth Elec. Dist., A. A. Co., Md.

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

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

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ADELLA SHACKS, Widow and	*	FOR
	*	ANNE ARUNDEL COUNTY
HERMAN S. GEIMAN and MARCELLE GEIMAN, his wife	*	NO. 15,980 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Samuel M. Ivrey

Affiant

Subscribed and sworn to before me this 16th day of September, 1960.

Nancy S. Carpenter

Nancy S. Carpenter, Notary Public
Commission Expires: May 1, 1961.

NANCY S. CARPENTER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1960 SEP 16 PM 12:47

6

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ADELLA SHACKS, Widow and	*	FOR
	*	ANNE ARUNDEL COUNTY
HERMAN S. GELMAN and MARCELLE GELMAN, his wife	*	NO. 13,980 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from Adella Shacks, Widow, and Herman S. Gelman and Marcelle Gelman, His wife, said Mortgage dated February 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1188, folio 139; said Mortgage being in default.

Balance due through 9/30/60	$32,278.76
Interest through 10/11/60	57.31
	$32,336.07

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter
Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 SEP 16 PM 12:47

7

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ADELLA SHACKS, Widow and	*	FOR
	*	ANNE ARUNDEL COUNTY
HERMAN S. GELMAN and MARCELLE GELMAN, his wife	*	NO. 13,980 EQUITY

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

AMENDED STATEMENT OF MORTGAGE DEBT

Amended statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Adella Shacks, Widow, and Herman S. Gelman and Marcelle Gelman, his wife, said Mortgage dated February 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1188, folio 139; said Mortgage being in default.

Balance due on principal through 9/30/60	$32,278.76
Interest Through 10/11/60	57.31
	$32,336.07
Paid by Annapolis Federal Savings and Loan Association to the Water Department for Water Bill May 1, through July 31, 1960	65.80
	$32,401.87

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

NANCY S. CARPENTER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1960 SEP 28 PM 2:12

8

LIBER 10 PAGE 392

LIBER 135 PAGE 403

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #13,980

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Forty Thousand Dollars ($40,000.00) 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 11th day of October, 19 60.

WHEREAS by virtue of a power of sale contained in a Mortgage from Adella Shacks and Herman S. Gelman and Marcelle Gelman bearing date on or about the 28th day of February, 19 58, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, A body corporate

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

SURETY

Bond approved this 11 day of October, 1960

George T. Cromwell, Clerk

FILED
1960 OCT 11 AM 10:48

9

ATTORNEY'S SALE

OF VALUABLE

Improved Commercial Property

33, 35, 37, 37½ WEST STREET, CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Adella Shacks, Widow, et al., said Mortgage dated February 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1188, folio 139, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tuesday, October 11, 1960

AT 11 O'CLOCK A. M

ALL THAT TRACT OF LAND situate in the City of Annapolis, Maryland, on the South side of West Street and numbered and designated as numbers 33, 35, 37 and 37½ West Street and described as follows: Beginning for the same at the Northwest corner of the brick dwelling on the South side of West Street and the East side of this lot and running with the wall of said house, South 03¾ degrees West 28 feet to a fence; thence North 86¼degrees West 3.8 feet; thence South 11½ degrees West 12.5 feet to the corner of a 1-story brick building; thence South 40 degrees West 87.6 feet to a brick building; thence with the line of said building North 61 degrees West 21.75 feet to a fence; thence with the fence line North 24¼ degrees East 44.8 feet; thence North 04 degrees East 54.75 feet to the line of West Street; thence with said Street South 86¼ degrees East 58.8 feet to the place of beginning. (For plat of property see Deed recorded in Liber GW 92, folio 250.)

BEING THE SAME PARCEL OF GROUND which by Deed dated March 25, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 462, folio 136, was conveyed by Louis M. Strauss, Trustee, to Oscar Shacks and Adella Shacks, his wife. The said Oscar Shacks having since departed this life.

THE SAID PROPERTY being improved by a brick veneer and woodsiding building containing a main store, three smaller stores, and eight apartments, with hot water heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1960 OCT 13 PM 2:05

10

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 42,500.00 and I/We agree to abide by the terms therein.

AS WITNESS my/our hand and Seal this 11th day of October, 1960.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey

Richard J. Lyttle (SEAL)

Richard J. Lyttle

I hereby certify that I sold property described on the reverse side of this Handbill to RICHARD J. LYTTLE at and for the price of $ 42,500.00 he/they, being then and there the highest bidder therefore.

AS WITNESS My hand and Seal this 11th day of October, 1960.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey

Robert L. Armfield (SEAL)

Auctioneer

FILED

1960 OCT 13 PM 2:05

11

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ADELLA SHACKS, Widow, et al	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 13,980 EQUITY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, October 11, 1960, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THAT LOT OF GROUND situate in the City of Annapolis, Maryland, on the South side of West Street and numbered and designated as numbers 33, 35, 37 and 37½ West Street and described as follows: Beginning for the same at the Northwest corner of the brick dwelling on the South Side of West Street and the East side of this lot and running with the wall of said house, South 03 3/4 degrees West 28 feet to a fence; thence North 86¼ degrees West 3.8 feet; thence South 11½ degrees West 12.5 feet to the corner of a 1-story brick building; thence South 40 degrees West 87.6 feet to a brick building; thence with the line of said building North 61 degrees West 21.75 feet to a fence; thence with the fence line North 24½ degrees East 44.8 feet; thence North 04 degrees East 54.75 feet to the line of West Street; thence with said Street South 86¼ degrees East 58.8 feet to the place of beginning. (For plat of property see Deed

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1960 OCT 13 PM 2:05

12

recorded in Liber GW 92, folio 250.)

BEING THE SAME PARCEL OF GROUND which by deed dated March 25, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 462, folio 136, was conveyed by Louis M. Strauss, Trustee, to Oscar Shacks and Adella Shacks, his wife. The said Oscar Shacks having since departed this life.

Said property being sold to Richard J. Lyttle at and for the sum of Forty Two Thousand Five Hundred and 00/100 ($42,500.00) Dollars, he being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, Atty.

Samuel M. Ivrey
Attorney named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

LIBER 135 PAGE 408

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ADELLA SHACKS, Widow, et al
XXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,980 Equity

Ordered, this 13th day of October, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of November next.

The report states that the amount of sale was $ 42,500.00

FILED 1960 OCT 13 PM 2:05

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ADELLA SHACKS, Widow
et al
XXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of November, 19 60 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
1960 NOV 18 PM 3:33

14

G 22086

LIBER 10 PAGE 395

LIBER 135 PAGE 409

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #13,980

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars ($2,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 11th day of October, 1960.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Adella Shacks, etal, to Annapolis Federal Savings and Loan Association, the said Samuel M. Ivrey, as Attorney named in Mortgage, was authorized and empowered to make sale of the property described in the 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 occurred in the payment of the principal and interest aforesaid, and the said Samuel M. Ivrey, as Attorney named in said Mortgage 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 Principal shall faithfully perform and execute the trust reposed in him or to be reposed in him by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Samuel M. Ivrey (SEAL)
PRINCIPAL

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

Bond approved this 13 day of October, 1960

George T. Cromwell, Clerk

FILED
1960 OCT 13 PM 2:05

Attorney's Sale

OF VALUABLE IMPROVED COMMERCIAL PROPERTY

33, 35, 37, 37½ WEST STREET CITY OF ANNAPOLIS SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Adella Shacks, Widow, et al, said Mortgage dated February 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1188, folio 139, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tues., October 11, 1960 at 11 o'clock A. M.

ALL THAT tract of land situate in the City of Annapolis, Maryland, on the South side of West Street and numbered and designated as numbers 33, 35, 37 and 37½ West Street and described as follows: Beginning for the same at the Northwest corner of the brick dwelling on the South side of West Street and the East side of this lot and running with the wall of said house, South 03¾ degrees West 28 feet to a fence; thence North 86¼ degrees West 3.8 feet; thence South 11½ degrees West 12.5 feet to the corner of a one story brick building; thence South 40 degrees West 87.6 feet to a brick building; thence with the line of said building, North 61 degrees West 21.75 feet to a fence; thence with the fence line North 24¼ degrees East 44.8 feet; thence North 04 degrees East 54.75 feet to the line of West Street; thence with said Street South 86¼ degrees East 58.8 feet to the place of beginning. (For plat of property see Deed recorded in Liber GW 92, folio 250).

No. M BEING THE same parcel of ground which by Deed dated March 25, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 462, folio 136, was conveyed by Louis M. Strauss, Trustee, to Oscar Shacks and Adella Shacks, his wife. The said Oscar Shacks having since departed this life.

THE SAID PROPERTY being improved by a brick veneer and woodsiding buildiog containing a main store, three smaller stores, and eight apartments, with hot water heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY
Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

ROBERT H. CAMPBELL
Auctioneer O-7

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 410

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1960

We hereby certify, that the annexed Attorney's Sale

Adella Shacks

No. 13,980 Equity

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 11th day of October, 1960. The first insertion being made the 16th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 13 AM 10:28

By [illegible]

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 411

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1960

We hereby certify, that the annexed Order Nisi - Sale Eq. 13,980 Adella Shacks 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 November, 1960. The first insertion being made the 15th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 17547 1959 NOV 10 PM 4:40

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,980 Equity
In The Matter of The Mortgaged Real Estate of
ADELLA SHACKS, Widow, et al.

Ordered, this 13th day of October, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 sucessive weeks before the 16th day of November next.

The report states that the amount of sale was $42,500.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
n-5

In the Case of LIBER 135 PAGE 412

In the Matter of the
Mortgaged Real Estate
of
vs.
Adella Shacks, Widow,
and
Herman S. Gelman
and
Marcelle Gelman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,980 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. Ricklin
Auditor.

December 9, 1960

FILED
1960 DEC 14 PM 2:04

18

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Adella Shacks, Widow, and Herman S. Gelman and Marcelle Gelman, his wife

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	1,136	25	1,171	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	50		
Auditor - stating this account	22	50	67	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	77	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	36		
Globe Indemnity Co. - bond premiums	170	00		
Robert H. Campbell - auctioneer's fee	60	00		
One-half Federal documentary stamps	23	38		
One-half State documentary stamps	46	75		
Nancy S. Carpenter - notary fees	1	50	417	99
To Attorney for Benefit Charges, viz:				
Metered water from 8/1/60 to 10/11/60 ($57.76) - adjusted	45	56	45	56
To Annapolis Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of Amended Claim filed-$32,401.87				
Interest @ 6% on principal balance of $32,278.76 from 10/11/60 to 1/14/61 - 3 months 3 days 500.32	32,902	19	32,902	19
To Richard J. Lyttle and Mary Jane Lyttle, his wife, second mortgagees - this balance on account second mortgage claim	8,552	34	8,552	34
			43,156	33
Amount of second mortgage claim filed	10,300	00		
Interest @ 6% on principal balance of $10,000.00 from 9/17/60 to 1/14/61 - 3 months 27 days	195	00		
	10,495	00		
Cr. Amount allowed above	8,552	34		
Balance subject to decree in personam	1,942	66		

19

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1960						
Oct.	11	Proceeds of Sale	42,500	00		
		Interest on deferred payment of $38,250.00 to 11/30/60	312	47	42,812	47
		Refund 1960 State and County taxes ($456.33) - 2 months 20 days	100	09		
		Refund 1960 Annapolis City taxes ($338.83) - 8 months 20 days	243	77	343	86
					43,156	33

20

LIBER 135 PAGE 415

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~

Adella Shacks, Widow,
and
Herman S. Gelman
and
Marcelle Gelman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,980 Equity.

1960 DEC 14 PM 2.04 FILED

ORDERED, This 14th day of December, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th 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 17th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of January, 19 61, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew T. Crown

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 416

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1961.

We hereby certify, that the annexed Order Nisi Eq. 13,980 Auditor Account Adella Shacks

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 17th day of January, 1961. The first insertion being made the 16th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 18747 1961 JAN 11 PM 2:56

22

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,980 Equity

In the Matter of the Mortgaged Real Estate of ADELLA SHACKS, Widow and Herman S. Gelman and Marcelle Gelman, his wife

Ordered, this 14th day of December, 1960, That the Report and Account of the Auditor, filed this day, in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof beh shown on or before the 17th 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 17th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-30

LIBER 135 PAGE 417

IN THE MATTER OF THE SALE	*	NO. 12,756 EQUITY
OF THE MORTGAGED REAL	*	In the Circuit Court
ESTATE OF WALTER E. HOLMES	*	for
AND FRANCES HOLMES, his	*	Anne Arundel County
wife	*	
	*	

MR. CLERK:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in Mortgage

FILED

1960 SEP -2 AM 10:31

L 2075

No. 13,956 Equity

LIBER 892 PAGE 57

LIBER 135 PAGE 418

PURCHASE MONEY

This Mortgage,

made this 29th day of December, in the year one thousand nine hundred and fifty-four, between Walter E. Holmes and Frances Holmes, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagors, 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 Mortgagors the sum of

EIGHT THOUSAND FIVE HUNDRED DOLLARS - ($8,500.00).

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SEVENTY TWO DOLLARS - - - - - - - - - - - - - - - - - - ($72.00) 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 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 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 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 mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Sixth Election District, Anne Arundel County, State of Maryland and described as follows:

ALL THAT lot situated at the northwest corner of Severn Avenue and First Street (formerly Sixth Street), Eastport, fronting on said Severn Avenue 80 ft. and having a depth therefor of 124 ft., the improvements thereon known as No. 100 Severn Avenue.

BEING the same property conveyed to the within-named Mortgagors by Francis L. Shaw and Emma I. Shaw, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1960 SEP -2 AM 10:31

2

X I, _____, the undersigned officer, do hereby certify that the foregoing instrument was subscribed and sworn to before me this _____ day of _____, 195__, by Walter E. Holmes, Navy Serial No. _____, whose home address is _____ and who is known to me to be a member of the armed forces of the United States in active military service as a _____ in the United States Navy. And I do, the undersigned, further certify that I am at the date of this certificate a commissioned officer of the rank, branch of service, organization and official capacity stated below, in the active service of the United StatesNavy.

Signature of officer _____

Name typed _____

Navy Service Number _____

Rank or Grade _____

Arm or branch of service _____

Command or organization _____

Capacity in which acting _____

Home address _____

_____

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 kitchin accessories, such as sink, built-in kitchin 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 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, 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 theron.

V. That the holder of this 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 Mortgagors , 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 posssession of the mortgaged property.

And the said Mortgagors 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 — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by 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 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: Norwood A. Wienecke
NORWOOD A. WIENEKE

Walter E. Holmes (SEAL)
Walter E. Holmes

Frances Holmes (SEAL)
Frances Holmes

(SEAL)

4

5

892/55
12/30/54

LIBER 135 PAGE 421 LIBER 892 PAGE 60

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29TH day of December, in the year one thousand, nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Frances Holmes and Walter E. Holmes, her husband, the above named Mortgagors satisfactorily proven to be the persons whose names 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 ROBERT C. WARD, 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.

Norwood A. Wieneke
NOTARY PUBLIC
Norwood A. Wieneke

My Commission expires 5/2/55

Recorded: Dec. 30, 1954 at 1 P.M.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE
FROM
WALTER E. HOLMES AND
FRANCES HOLMES, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Dec. 30 1954 at 1 o'clock P. M.
Same day recorded in Liber J.H.H. No. 892 folio 57 &c. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ Pd.

STATE OF CALIFORNIA, COUNTY OF TO WIT:

I HEREBY CERTIFY that on this day of December, 1954, before the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared Walter E. Holmes, and he acknowledged the aforegoing mortgage to be his act.

WITNESS my hand and Notarial seal.

Notary Public

LIBER 135 PAGE 422

IN THE MATTER OF THE MORTGAGED	:	NO 15,956 EQUITY
REAL ESTATE OF WALTER E. HOLMES	:	IN THE CIRCUIT COURT
AND FRANCES HOLMES, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Walter E. Holmes and Frances Holmes, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated December 29, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 892, Folio 57.		$8,500.00
Less total amount paid on account of principal.	$1,741.90	
Less expense account credit	46.02	
	$1,787.92	1,787.92
		$6,712.08
Interest to September 27, 1960	$ 98.09	
Plus interest to November 1, 1960 (period of ratification)	38.31	
	$ 136.40	136.40
		$6,848.48

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of September 1960, 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 the mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Dorothy P. McNew, Notary Public

FILED

1960 SEP -2 AM 10:31

6

LIBER 135 PAGE 423 No. 13,956 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 2nd day of September, 19 60, 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 the mortgage from Walter E. Holmes and Frances Holmes, his wife, to United Federal Savings and Loan Association

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.)

Wm W Townshend

and they are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 2nd day of September, 19 60.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

FILED

1960 SEP -2 AM 10:31

LIBER 135 PAGE 424

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

A T T O R N E Y'S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Walter E. Holmes and Frances Holmes, his wife, dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber No. 892, Folio 57, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 27, 1960

at 10:00 o'clock A.M.

All that lot or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

All that lot situated at the northwest corner of Severn Avenue and First Street (formerly Sixth Street), Eastport, fronting on said Severn Avenue 80 ft. and having a depth therefor of 124 ft., the improvements thereon known as No. 100 Severn Avenue.

Being the same property conveyed unto Walter E. Holmes and Frances Holmes, his wife, by Francis L. Shaw and Emma J. Shaw, his wife, by deed dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, Folio 55.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

The Evening Capital
Thursday, September 1, 8, 15 and 22, 1960.

Please send me 25 handbills.

FILED

1960 SEP -2 AM 10:31

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

LIBER 10 PAGE 373
60 JOHN STREET
NEW YORK

Equity No. 13,956

BOND NO. 315517

LIBER 135 PAGE 425

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAN 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 EIGHTY-FIVE HUNDRED AND 00/100 ($8500.00)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 19th day of September.1960.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Walter E. Holmes and Frances Holmes, his wife to the United Federal Savings and Loan Association, bearing date on or about the 29th of December, 1954, the said William W. Townshend Jr. as Attorney-named-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part; and

WHEREAS: default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr., as Attorney-named-in-Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE 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:

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

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

Witness as to Surety:
M.S.Kraus
M.S.KRAUS

Bond approved this 26th day of September, 1960
George T. Cromwell, Clerk

FILED
1960 SEP 26 PM 2:54

9

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South 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 Walter E. Holmes and Frances Holmes, his wife, dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber No. 892, Folio 57, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Sept. 27, 1960

AT 10:00 A. M.

All that lot or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

All that lot situated at the northwest corner of Severn Avenue and First Street (formerly Sixth Street), Eastport, fronting on said Severn Avenue 80 ft. and having a depth therefor of 124 ft., the improvements thereon known as No. 100 Severn Avenue.

Being the same property conveyed unto Walter E. Holmes and Frances Holmes, his wife, by Francis L. Shaw and Emma J. Shaw, his wife, by deed dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 892, Folio 55.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1960 OCT -3 AM 10:42

10

LIBER 135 PAGE 427

Annapolis, Maryland
September 27, 1960

I hereby certify that I have this twenty-seventh day of September, 1960, sold the property described on the reverse hereof unto UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, at and for the sum of Seven Thousand Dollars ($7,000.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell

I/We hereby certify that I/We have this twenty-seventh day of September, 1960, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of Seven Thousand Dollars ----------($7,000.00) and I/we hereby agree to comply with the terms of sale.

U.F.S. & L. Assn.
By Dorothy B. Ward
Vice President

Purchaser

Dorothy B. Ward, Vice President

Purchaser

FILED
1960 OCT -3 AM 10:12

IN THE MATTER OF THE MORTGAGED	*	NO. 13.956 EQUITY
REAL ESTATE OF WALTER E. HOLMES	*	IN THE CIRCUIT COURT
AND FRANCES HOLMES, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Walter E. Holmes and Frances Holmes, his wife, dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber No. 892, folio 57, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, September 27, 1960, at 10:00 o'clock A.M.,and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate, at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00) being at that figure the highest bidder therefor, said property described as follows:

All that lot or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

All that lot situated at the northwest corner of Severn Avenue and First Street (Formerly Sixth Street), Eastport, fronting

FILED

1960 OCT -3 AM 10:42

12

on said Severn Avenue 80 ft. and having a depth therefor of 124 ft. the improvements thereon known as No. 100 Severn Avenue.

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 to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of October, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy F. McNew, Notary Public

ORDER NISI

LIBER 135 PAGE 430

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WALTER E. HOLMES
AND FRANCES HOLMES, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,956 Equity

Ordered, this 3rd day of October, 19 60, 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 7th 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 7th day of November next.

The report states that the amount of sale was $ 7,000.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 OCT 3 AM 10:42

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WALTER E. HOLMES
AND FRANCES HOLMES, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 14th day of November, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1960 NOV 14 PM 3:01

14

Legal Notice

William W. Townshend,
Attorney
Town-Worth Building, South 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 Walter E. Holmes and Frances Holmes, his wife, dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber No. 892, Folio 57, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 27, 1960 at 10:00 o'clock A.M.

All that lot or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

All that lot situated at the northwest corner of Severn Avenue and First Street (formerly Sixth Street), Eastport, fronting on said Severn Avenue 80 ft. and having a depth therefor of 124 ft., the improvements thereon known as No. 100 Severn Avenue.

Being the same property conveyed unto Walter E. Holmes and Frances Holmes, his wife, by Francis L. Shaw and Emma J. Shaw, his wife, by deed dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, Folio 55.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland.
ROBERT H. CAMPBELL,
Auctioneer s-22

OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

135 PAGE 431

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed Attorney's Sale

Walter E. Holmes

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 September, 1960. The first insertion being made the 1st day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT -6 PM 2:48

By M. Tilghman

15

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 432

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,956

Walter E. Holmes

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 7th day of November, 1960. The first insertion being made the 5th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By J. Tilghman

FILED

1960 NOV 10 PM 3:18

16

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,956 Equity

In the Matter of the Mortgaged Real Estate of

WALTER E. HOLMES

and

FRANCES HOLMES, his wife

Ordered, this 3rd day of October, 1960, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townsend, Jr., Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of November 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-26

No. M. G. 17445

In the Case of LIBER 135 PAGE 433

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Walter E. Holmes
and
Frances Holmes, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,956 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. Schlenig
Auditor.

November 23, 1960

FILED

1960 NOV 28 PM 10:01

17

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Walter E. Holmes and Frances Holmes, his wife — in ac.

To Attorney for Commissions, viz:	240	00		
To Attorney for Fee, viz:	100	00	340	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	12	31		
New Amsterdam Casualty Co. -bond premium	34	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Dorothy P. McNew - notary fees	1	50	190	88
To Attorney for Taxes, viz:				
1959 Annapolis City taxes	82	26		
1960 Annapolis City taxes ($77.65) - adj.	19	41		
1960 State and County taxes ($107.96) - to 9/27/60	79	46	181	13
To Attorney for Benefit Charges, viz:				
Metered water to 9/30/60	18	71	18	71
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	6,217	78	6,217	78
			7,000	00
Amount of mortgage claim filed	6,848	48		
Interest @ 6% on principal balance of $6,712.08 from 11/1/60 to 12/27/60 - 1 month 27 days	63	76		
	6,912	24		
Cr. Amount allowed above	6,217	78		
Balance subject to decree in personam	694	46		

18

with

Cr.

William W. Townshend, Jr., Attorney named in Mortgage

1960						
Sept.	27	Proceeds of Sale (cash)	7,000	00	7,000	00
					7,000	00

LIBER 135 PAGE 436

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~XXXXXX~~
Walter E. Holmes
and
Frances Holmes, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,956 Equity.

ORDERED, This 28th day of November, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of January ~~XXXXXXXX~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of ~~XXXXXXX~~, January next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of January, 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 L. Evans
Jny

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 437

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,956 Equity

In the Matter of the Sale of the Mortgaged Real Estate of WALTER E. HOLMES and FRANCES HOLMES, his wife

Ordered, this 28th day of November, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk.
D-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1961

We hereby certify, that the annexed Order Nisi Eq 13,956 Auditor Account.

Walter E. Holmes

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 3rd day of January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 1849 10 11:10

By H. Tilghman

21

LIBER 135 PAGE 438

NEW YORK LIFE INSURANCE COMPANY, 51 Madison Avenue, New York, N.Y., a body corporate, versus LLOYD OLIVETTE KAUFFMAN, JR., and FRANCES L. KAUFFMAN, his wife, 300 Eighth Avenue Glen Burnie, Maryland	:	In the Circuit Court of Anne Arundel County No. 13,929 Equity

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the Plaintiff respectfully represents

THAT on the 5th day of May, 1955, the Defendants executed and delivered to S. L. Hammerman Organization, Inc., a mortgage which was thereafter recorded among the Land Records of Anne Arundel County on June 6, 1955, in Liber J.H.H. No. 933, folio 375, etc., upon certain leasehold property in Anne Arundel County therein described, subject to payment of an annual ground rent of $108.00, and known as 300 Eighth Avenue, Glen Burnie, to secure the payment of a mortgage of $10,750.00 and interest and so forth, 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. The aforesaid mortgage, by a short assignment, became vested in New York Life Insurance Company, its successors and assigns, by assignment dated May 5, 1955, and recorded among the Land Records of Anne Arundel County on June 6, 1955, in Liber J.H.H. No. 933, folio 378, as will appear by reference to "Petitioner's Exhibit No. 1".

THAT the said Defendants have failed and refused to pay on account of the aforesaid mortgage in accordance with the terms thereof and said mortgage is now in default.

FILED

1960 AUG 18 AM 11:00

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.

George V. Parkhurst
1214 Munsey Building
Baltimore 2, Maryland
Lexington 9-1845
Attorney for Plaintiff

LIBER 933 PAGE 375

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

App. No. H-13319

No. 13,929 Equity

MORTGAGE

THIS MORTGAGE, made this 5th day of May, A. D. 19 55, by and between LLOYD OLIVETTE KAUFFMAN, JR. AND FRANCES L. KAUFFMAN, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and S.L.HAMMERMAN ORGANIZATION, INC.,

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND, SEVEN HUNDRED FIFTY Dollars ($ 10,750.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of S.L.Hammerman Organization, Inc., 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 48/100 Dollars ($ 54.48), commencing on the first day of June, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1985. 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 3rd Election District of Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 300, Block D, as shown on the Plat of Munroe Gardens, Section 2, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 7. The improvements thereon being known as No. 300 Eighth Avenue.

BEING the same lot of ground which by deed of assignment dated May 5, 1955 and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto was granted and assigned by Monumental Homes Corporation unto the said mortgagors; subject to an annual ground rent of One Hundred ($108.00) Dollars, payable in equal half-yearly instalments on the first days of April and October, in each and every year.

THE Mortgagors hereby grant unto the Mortgagee, its successors and assigns, the absolute right to cure any and all defaults which may be made under the terms of the original lease upon the property hereinabove described.

LIBER 135 PAGE 440

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

16—49590-6

FILED

1960 AUG 18 AM 11:00

Petitioner's Exhibit No. 1

3

The Mortgagor agrees that should the note and mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within 60 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 windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air-conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and still 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, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual ground rent aforesaid.**

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 , 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: STEWART L. KOEHLER

Lloyd Olivette Kauffman, Jr. [SEAL]
Lloyd Olivette Kauffman, Jr.

Frances L. Kauffman [SEAL]
Frances L. Kauffman

[SEAL]

[SEAL]

STATE OF MARYLAND, **BALTIMORE CITY** to wit: LIBER 933 PAGE 379

I HEREBY CERTIFY, That on this 5th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the~~ aforesaid, personally appeared **LLOYD OLIVETTE KAUFFMAN, JR. ANF FRANCES L. KAUFFMAN, his wife known to me (or satisfactorily ~~the above named Mortgagors and~~ ~~acknowledged the foregoing mortgage to be~~ proven) to be the persons whose ~~each~~ names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.**

At the same time also personally appeared I. Harold Hammerman 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.

My Commission expires May 6,1957 STEWART L. KOEHLER *Notary Public.*

Recorded: June 6, 1955 at 2.35 P.M.

FOR VALUE RECEIVED, and without recourse, S.L.Hammerman Organization, Inc. hereby assigns the within mortgage note and the debt thereby secured unto NEW YORK LIFE INSURANCE COMPANY, its successors and assigns.

WITNESS the corporate seal of S.L.Hammerman Organization, Inc. and the signature of its President or Vice-President hereto this 5th day of May 1955.

WITNESS: **S.L.HAMMERMAN ORGANIZATION, INC.**

BY: Vice **President**

STEWART L. KOEHLER HERMAN

Recorded: June 6, 1955 at 2.35 P.M.

App. No. H013319
Written by dr
Approved by
Ready for record

3rd Election Dist. of
A.A. County
STATE OF MARYLAND

Mortgage

FROM
LLOYD OLIVETTE KAUFFMAN, JR. AND FRANCES L. KAUFFMAN, his wife

TO
S.L.HAMMERMAN ORGANIZATION, INC. s/a to New York Life Ins. Co.

Received for Record June 6, 1955, at 2.35 o'clock P. M.
Same day recorded in Liber J.H.H. No. 933 Folio 375 &c., one of the Land Records of A.A. Co.
and examined per JOHN H. HOPKINS, 3rd (Clerk)
Cost of Record, $ 2.00 Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—69001

Received for Record June 6th 1955, at 2.35 P.M. Day and the same day recorded in Liber J.H.H. No. 933 Folio 379 Records of Anne Arundel County
ENTERED
JOHN H. HOPKINS, 3rd Clerk

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

LBER 135 PAGE 444

NEW YORK LIFE INSURANCE COMPANY
51 Madison Avenue, New York,
New York, a body corporate,

vs.

Lloyd Olivette Kauffman, Jr.
and Frances L. Kauffman,
his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

No. 13,929 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 Mr. Herman Hammerman, Vice President, S. L. Hammerman Organization, Inc.

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

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

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

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

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

Affiant.
Herman Hammerman

Subscribed and sworn to before me
this 1st day of July, 1960.

Mildred R. Lewis
Notary Public

FILED
1960 AUG 18 AM 11:00

7

LIBER 135 PAGE 445

NEW YORK LIFE INSURANCE COMPANY, 51 Madison Avenue, New York, N.Y., a body corporate, versus LLOYD OLIVETTE KAUFFMAN, JR., and FRANCES L. KAUFFMAN, his wife, 300 Eighth Avenue Glen Burnie, Maryland	In the Circuit Court of Anne Arundel County No. 13,929 Equity

STATEMENT OF MORTGAGE DEBT

Principal amount of loan	$10,750.00
Paid on account of principal	898.47
Balance due on principal	$ 9,851.53
Interest due through June 30, 1960	184.06
	$10,035.59
Amount of overdraft on escrow account	10.99
Amount of mortgage claim remaining due and unpaid as of June 30, 1960	$10,046.58

Interest charge per day, beginning July 1, 1960

1960 Anne Arundel County taxes unpaid, $168.06.

Ground rent installment, due April 1, 1960, in the sum of $54.00, paid.

NEW YORK LIFE INSURANCE COMPANY

By Bruce J. Davey

State of New York, City of New York:

I HEREBY CERTIFY that on this 18 day of July, 1960, before me, a Notary Public of the State of New York, in and for said City of New York, personally appeared BRUCE J. DAVEY of the New York Life Insurance Company, the plaintiff in the above 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.

Robert J. Yost
Notary Public

FILED

1960 AUG 18 AM 11:00

8

NEW YORK LIFE INSURANCE COMPANY, 51 Madison Avenue, New York, N.Y., a body corporate, versus LLOYD OLIVETTE KAUFFMAN, JR., and FRANCES L. KAUFFMAN, HIS WIFE, 300 Eighth Avenue Glen Burnie, Maryland	:	In the Circuit Court of Anne Arundel County No. 13,929 Equity

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is, Thereupon, This 18th day of August, 1960, 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 GEORGE V. PARKHURST 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 twelve 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 one-third cash, the balance in six and twelve months (or all cash as the purchaser may elect), the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers,

endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans

FILED

1960 AUG 19 PM 12:33

10

LIBER 10 PAGE 384

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Equity No. 13,929

LIBER 135 PAGE 448

KNOW ALL MEN BY THESE PRESENTS:

That we, George V. Parkhurst, 1214 Munsey Building, Baltimore 2, 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 TWELVE THOUSAND AND 00/100 ($12,000.00) - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 3rd day of October in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden George V. Parkhurst 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 located at 300 Eighth Avenue, Glen Burnie, Maryland

mentioned in the proceedings in the case of New York Life Insurance Company

vs:

Lloyd Olivette Kauffman, Jr. and Frances L. Kauffman, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George V. Parkhurst

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:

WITNESS: Norma F. Wills
NORMA F. WILLS

George V. Parkhurst (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony *As to Surety*

By E. V. Shockley *Attorney-in-Fact*

MD3116a—250. 12-58 151202
Trustee's Bond

FILED
1960 OCT -4 PM 3:09

Bond approved this 4th day of October, 1960
George T. Cromwell, Clerk

George V. Parkhurst, Solicitor
1214 Munsey Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

No. 300 Eighth Avenue, Glen Burnie, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County passed on the 18th day of August, 1960, in the case entitled New York Life Insurance Company versus Lloyd Olivette Kauffman, Jr., and Frances L. Kauffman, his wife (decree for the sale of mortgaged premises), the undersigned Trustee will sell at Public Auction on the premises

On Tuesday, October 11th, 1960 at 3:30 P. M. (Daylight Saving Time)

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows: BEING known and designated as Lot No. 300, Block D. as shown on the Plat of Munroe Gardens, Section, 2, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 7. The improvements thereon being known as No. 300 Eighth Avenue.

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

Subject to an annual ground rent of $108.00.

The improvements consist of one-story frame detached dwelling.

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

TERMS OF SALE: Cash deposit of 10% of the purchase price will be required of the purchaser at the time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6% from day of sale to day of settlement.

Taxes and all other expenses, including Anne Arundel sanitary district liens, if any, to be adjusted to day of sale. Federal and State documentary stamps to be paid for by purchaser.

GEORGE V. PARKHURST
Trustee

E. T. NEWELL & CO., INC.
Auctioneers
Plaza 2-3580

o-10

N

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 449

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1960

We hereby certify, that the annexed

"Trustee's Sale

Lloyd O. Olivette Kauffman, Jr.
Equity No. 13,929

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 October, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 11 AM 10. 35

By H. Tilghman

12

Legal Notice

George V. Parkhurst, Solicitor
1214 Munsey Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

No. 300 Eighth Avenue, Glen Burnie, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County passed on the 18th day of August, 1960, in the case entitled New York Life Insurance Company versus Lloyd Olivette Kauffman, Jr., and Frances L. Kauffman, his wife (decree for the sale of montgaged premises), the undersigned Trustee will sell at Public Auction on the premises

at 3:30 P. M.
(Daylight Saving Time)
On Tuesday,
October 11th, 1960

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows: BEING known and designated as Lot No. 300, Block D; as shown on the Plat of Munroe Gardens, Section 2, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 7. The improvements thereon being known as No. 300 Eighth Avenue.

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

Subject to an annual ground rent of $108.00.

The improvements consist of one-story frame detached dwelling.

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

TERMS OF SALE: Cash deposit of 10% of the purchase price will be required of the purchaser at the time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6% from day of sale to day of settlement.

Taxes and all other expenses, including Anne Arundel sanitary district liens, if any, to be adjusted to day of sale. Federal and State documentary stamps to be paid for by purchaser.

GEORGE V. PARKHURST
Trustee
E. T. NEWELL & CO., INC.
Auctioneers
Plaza 2-3580 o-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 450

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11, 1960

We hereby certify, that the annexed Trustee's Sale Lloyd Olivette Kauffman Jr. Equity No. 13,929

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 11th day of October, 1960. The first insertion being made the 15th day of September, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 11 By [illegible]

13

LIBER 135 PAGE 451

NEW YORK LIFE INSURANCE COMPANY, 51 Madison Avenue, New York, N.Y., a body corporate,	:	In the
	:	Circuit Court
versus	:	of
LLOYD OLIVETTE KAUFFMAN, JR., and FRANCES L. KAUFFMAN, his wife, 300 Eighth Avenue Glen Burnie, Maryland	:	Anne Arundel County
	:	No. 13929 - Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of George V. Parkhurst, Trustee, appointed by the Decree in the above entitled cause to make sale of leasehold property 300 Eighth Avenue, Glen Burnie, Maryland, subject to an annual ground rent of $108.00, 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 Evening Capital and The Maryland Gazette, newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, and by advertisement inserted in The Sunday Sun, a newspaper published in Baltimore City, did pursuant to said notice on Tuesday, the 11th day of October, 1960, at 3:30 P.M., attend on the premises and then and there sold said premises to the New York Life Insurance Company at and for the price of Seven Thousand Five Hundred Dollars ($7,500.00), that being the most money that could be obtained for the premises.

George V. Parkhurst, Trustee

State of Maryland:
City of Baltimore:

I HEREBY CERTIFY that on this 11th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George V. Parkhurst, 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.

WITNESS my hand and notarial seal.

NORMA F. WILLS NOTARY PUBLIC BALTIMORE, MD.

Norma F. Wills
NORMA F. WILLS, NOTARY PUBLIC Notary Public
BALTIMORE CITY, MARYLAND
MY COMMISSION EXPIRES MAY 1, 1961

FILED
1960 OCT 13 PM 12:22

14

ORDER NISI

LIBER 135 PAGE 452

New York Life Insurance Company

versus

Lloyd Olivette Kauffman, Jr., and
Frances L. Kauffman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,929 Equity

Ordered, this 13th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by George V. Parkhurst Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of November next.

The report states that the amount of sales ~~to be~~ WAS $ 7,500.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 OCT 13 PM 12:22

TEST: Clerk.

(Final Order)

New York Life Insurance Company

versus

Lloyd Olivette Kauffman, Jr., and
Frances L. Kauffman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of November, 19 60 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bowie Duckett
JUDGE

FILED
1960 NOV 18 PM 3:35

15

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 453

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,929 Equity
New York Life Insurance Company
VERSUS
LLOYD OLIVETTE KAUFFMAN, JR., and
FRANCES L. KAUFFMAN, his wife

Ordered, this 13th day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by George V. Parkhurst, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of November next.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
n-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,929 Lloyd Olivette Kauffmann, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of November, 1960. The first insertion being made the 15th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1960 NOV 10 PM 4:40

No. M. G. 17546

16

In the Case of

LIBER 135 PAGE 454

New York Life Insurance Company

vs.

Lloyd Olivette Kauffman, Jr.,

and

Frances L. Kauffman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,929 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling

Auditor.

December 1, 1960

FILED

1960 DEC -5 PM 1:39

17

Dr. New York Life Insurance Company vs. Lloyd Olivette Kauffman, Jr., and Frances L. Kauffman, his wife in ac.

To Trustee for Fee, in lieu of fee and commissions, as agreed, viz:	250	00	250	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	133	04		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	29	40		
Fidelity & Deposit Co. of Md.-bond premium	48	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	35	00		
Postage - two certified letters		68		
Norma F. Wills - notary fee		50	273	62
To Trustee for Ground Rent, viz:				
Semi-annual ground rent due 10/1/60	54	00		
Ground rent adjusted to 10/11/60 - 11 days @ 30¢	3	30	57	30
To New York Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	6,948	45	6,948	45
			7,589	87
Amount of mortgage claim filed	10,046	58		
Interest at 4½% on principal balance of $9,851.53 from 7/1/60 to 1/6/61 - 6 months 6 days	229	05		
1960 State and County taxes paid	168	06		
	10,443	69		
Cr. Amount allowed above	7,589	87		
Balance subject to decree in personam	2,853	82		

18

with

George V. Parkhurst, Trustee

Cr.

1960						
Oct.	11	Proceeds of Sale	7,500	00		
		Interest on deferred payment through 11/18/60	46	25	7,546	25
		Refund 1960 State and County taxes ($168.06) - 2 months 20 days	37	21		
		Refund 1960 water and sewer benefit charges ($28.86) - 2 months 20 days	6	41	43	62
					7,589	87

LIBER 135 PAGE 457

ORDER NISI

New York Life Insurance Company

VERSUS

Lloyd Olivette Kauffman, Jr., and Frances L. Kauffman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,929 Equity.

1960 DEC -5 PM 1:39

ORDERED, This 5th day of December, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th 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 9th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 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.

O. Bruce Duckett

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 458

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,929 Equity
New York Life Insurance Company
VERSUS
LLOYD OLIVETTE KAUFFMAN, JR., and
FRANCES L. KAUFFMAN, his wife

Ordered, his 5th day of December, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy TEST:
GEORGE T. CROMWELL, Clerk
D-21

GEORGE E. RULLMAN,
Attorney
Annapolis, Md.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1961

We hereby certify, that the annexed Order Nisi Eq. 13,929 Auditor Account Lloyd Olivette Kauffman, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of January, 1961. The first insertion being made the 7th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 18758 JAN 10 AM 11:10

By H. Tilghman

21

LIBER 135 PAGE 459

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		
CHARLES DACUS PROVONCHE, JR. AND GENEVIEVE PROVONCHE, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) 13,851 Equity

Mr. Clerk:

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

1. Original Mortgage from Charles Dacus Provonche , Jr. and Genevieve Provonche, his wife to Baltimore Federal Savings and Loan Association, dated November, 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 107.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1960 JUN 28 AM 9:33

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 1166 PAGE 107

MARYLAND

13,851
Equity

MORTGAGE

LIBER 135 PAGE 460

THIS MORTGAGE, made this 13th day of November, A. D. 1957, by and between CHARLES DACUS PROVONCHE, JR. and GENEVIEVE PROVONCHE, 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 FIFTEEN THOUSAND SIX HUNDRED AND FIFTY-FIVE Dollars ($ 15,655.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of 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-NINE and 33/100 Dollars ($ 79.33), commencing on the first day of January, 1958, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable ~~on the first day of~~ November 12, 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 Third Election District of Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 107 in Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment" by James D. Hicks and Associates, Registered Surveyors, dated April, 1957, and recorded among the Plat Records of Anne Arundel County in Plat Book 29 Folio 34.

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 unto said Mortgagors herein.

FILED
1960 JUN 28 AM 9:33

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

16—42890-3

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:

Norge Refrigerator	$200.00
Norge Washer	$140.00
Norge Dryer	$135.00

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

LIBER 1166 PAGE 109
LIBER 135 PAGE 462

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: Robert F. Nayden
ROBERT E. NAYDEN

Charles Dacus Provonche, Jr. [SEAL]
CHARLES DACUS PROVONCHE, JR.

[SEAL]

Genevieve Provonche [SEAL]
GENEVIEVE PROVONCHE

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 1166 PAGE 111

I HEREBY CERTIFY, That on this 13th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles Dacus Provonche, Jr. and Genevieve Provonche, 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.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Robert F. Nayden
ROBERT E. NAYDEN Notary Public.

Application No. 4606
Written by
Approved by
Examined
Ready for Record

Rec'd for record Nov. 14 1957 at 12:45 P.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.
CHARLES DACUS PROVONCHE, JR., AND
GENEVIEVE PROVONCHE, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 135 PAGE 464

13,851
Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of June 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Charles Dacus Provonche, Jr., and Genevieve Provonche, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1960 JUN 28 AM 9:32

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CHARLES DACUS PROVONCHE, JR., AND

GENEVIEVE PROVONCHE, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

13,851
Equity

LIBER 135 PAGE 465

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Charles Dacus Provonche, Jr., and Genevieve Provonche, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of November 1957, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1166

Folio 107 .

Amount of Mortgage	$15,655.00
Less - amount paid on principal	449.40
	15,205.60
Plus - interest to 7/28/60	623.40
	15,829.00
Plus - overdraft in expense account	168.14
	15,997.14

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of June in the year nineteen hundred and sixty before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

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

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link Notary Public

FILED
1960 JUN 28 AM 9:32

1

CALLAHAN and CALWELL
Solicitors
Baltimore Federal [illegible]lding
Baltimore 2, [illegible]

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles Dacus Provonche and Genevieve Provonche, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 107 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 4th, 1960
at 2:45 P.M. (E.D.T.)

All that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 107 in Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment" by James D. Hicks and Associates, Registered Surveyors, dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34, known as as No. 3918 Belle of Georgia Avenue.

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 modern one story frame bungalow containing 5 rooms, 1 bath, forced warm air gas fired heat.

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

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

Jy-28

OFF. [illegible] OF

Maryland Gazette

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

LIBER 135 PAGE 466

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed Attorney's Sale Charles Dacus Provonche Equity No 13,851

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of August, 1960. The first insertion being made the 7th day of July, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED
AUG -1 PM 3:50
By H. Tilghman

~~Mortgage and~~ Attorney's Bond. 1-369

LIBER 135 PAGE 467

315222

New Amsterdam Casualty Company

LIBER 10 PAGE 325

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Equity No. 13,851

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND AND 00/100 ($16,000.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st - day of August - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Charles Dacus Provonche Jr. and Genevieve Provonche, his wife to the Baltimore Federal Savings and Loan Association bearing date the 13th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1166, Folio 107, and

107-B Blossom Hills, Anne Arundel County, Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Frink

~~xxxxxx~~ As to Surety:

M. S. Kraus

M. S. Kraus

FILED

1960 AUG -4 AM 10:54

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols

R.H. Nichols Attorney-in-Fact

Bond approved this 4 day of August, 1960

George T. Cromwell, Clerk

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES DACUS PROVONCHE AND GENEVIEVE PROVONCHE, HIS WIFE	:	(In Equity) Equity No. 13,851.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 107** from said **Charles Dacus Provonche and Genevieve Provonche, his wife** to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in **"THE MARYLAND-GAZETTE"** a newspaper published in **Anne Arundel** County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the **4th** day of **August, ~~xxx~~ 1960 at 2.45 P.M.,** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known as Lot No. 107 in Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment" by James B. Hicks and Associates, Registered Surveyors, dated April, 1957, and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 AUG 11 AM 11:22

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 Charles Dacus Provonche and Genevieve Provonche, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 107 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 4th, 1960 at 2:45 P.M. (E.D.T.)

All that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 107 in Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment" by James D. Hicks and Associates Registered Surveyors, dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34, known as as No. 3918 Belle of Georgia Avenue.

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 modern one story frame bungalow containing 5 rooms, 1 bath, forced warm air gas fired heat.

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

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

Jy-28

LIBER 135 PAGE 469

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 Fourteen Thousand one Hundred ($14,100.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of August, 1960 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 135 PAGE 471

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

CHARLES DACUS PROVONCHE and
GENEVIEVE PROVONCHE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,851 Equity

Ordered, this 11th day of August, 1960, That the sale of the

made and reported by WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

PROPERTY IN THESE PROCEEDINGS MENTIONED

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of September next.

The report states that the amount of sale was $ 14,100.00

George T. Cromwell Clerk.

True Copy,

1960
FILED AUG 11 AM 11:22

TEST: Clerk.

(Final Order)

WALTER S. CALWELL
ATTORNEY NAMED IN MORTGAGE

versus

CHARLES DACUS PROVONCHE, and
GENEVIEVE PROVONCHE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of September, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Boyd Duckett
JUDGE.

FILED
1960 SEP 20 PM 2:50

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 472

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,851 Charles Dacus Provonche 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, 1960. The first insertion being made the 18th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 SEP -9 PM 12:22

H. Tilghman

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,851 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs
CHARLES DACUS PROVONCHE
and
GENEVIEVE PROVONCHE, his wife

Ordered, ths 11th day of August, 1960, 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 19th 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 19th day of September next.

The report states that the amount of sale was $14,100.00.

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

No. M. G. 16618

In the Case of LIBER 135 PAGE 473

Walter S. Calwell,
Attorney named in Mortgage
vs.
Charles Dacus Provonche, Jr.,
and
Genevieve Provonche, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,851 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. Eckling
Auditor.

October 13, 1960

FILED
1960 OCT 17 AM 9:48

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Charles Dacus Provonche, Jr., and Genevieve Provonche, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	456	46	506	46
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	64	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	97		
One-half State documentary stamps	15	95		
Clara M. Link - notary fees	1	25	214	17
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	13,524	51	13,524	51
			14,301	14
Amount of mortgage claim filed	15,997	14		
Interest on principal balance of $15,205.60 @ 4½% from 7/28/60 to 11/21/60 116 days	200	51		
	16,197	65		
Cr. Amount allowed above	13,524	51		
Balance subject to decree in personam	2,673	14		

15

with Walter S. Calwell, Attorney named in Mortgage Cr.

1960						
Aug.	4	Proceeds of Sale	14,100	00		
		Interest on deferred payment to 9/21/60	115	38	14,215	38
		Refund 1960 State and County taxes ($208.55) - 4 months 27 days	85	76	85	76
					14,301	14

LIBER 135 PAGE 476

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Charles Dacus Provonche, Jr.,

and

Genevieve Provonche, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,851 Equity.

ORDERED, This 17th day of October, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of November, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 NOV 23 AM 10:55

V. Bowie Duckett

1960 OCT 17 AM 9:48

17

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 477

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

13,851 Equity

Walter S. Calwell, Attorney Named in Mortgage

VERSUS

CHARLES DACUS PROVONCHE, JR., and GENEVIEVE PROVONCHE, his wife

Ordered this 17th day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

n-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,851

Auditor Account

Charles Dacus Provonche, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED

1960 NOV 10 PM 4:40

No. M. G.

18

THOMAS F. REDMILES

vs.

JOSEPH ROSS AND
GERTRUDE ROSS, HIS WIFE
JACKSONVILLE, FLORIDA

MARY L. ROSS, UNMARRIED
BRUNSWICK, GEORGIA

MARGARET L. ROSS, WIDOW
BRUNSWICK, GEORGIA

ANDREW M. ROSS, JR., UNMARRIED
BRUNSWICK, GEORGIA

LEO ROSS AND
LOIS ROSS, HIS WIFE
BRUNSWICK, GEORGIA,
Nonresidents, the respective unknown heirs, personal representatives, devisees, and judgment creditors, if any, of said persons be now deceased.

The unknown heirs, personal representatives, devisees and judgment creditors, if any, of the following deceased persons, namely,
ANDREW ROSS,
BONNIE S. ROSS,
HENRY ROSS,
JOHN LOUIS ROSS,
DAVID SCARLETT ROSS, and any and all persons having or claiming to have any interest in the property containing 5.73 acres, more or less, Fourth Election District, Anne Arundel County, Excepting the State Road Right of Way, Conveyed by Joseph H. Pepper, Late County Treasurer, et al, to Thomas F. Redmiles by deed dated October 7, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 292, folio 433; said lot being part of 90.3 acres and improvements sold for taxes, being No. 4552, to County Commissioners of Anne Arundel County, in the case "In the Matter of the Tax Sale of the Land of David S. Ross, in the Fourth Election District of Anne Arundel County, Maryland."

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13893 EQUITY

****

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED

1960 JUL 26 AM 11:16

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Thomas F. Redmiles, by Morris Turk and Noah A. Hillman, their Solicitors, respectfully show:

1. That on the 30th day of June, 1960, the Certificate of Tax Sale, being No. 3012-B, attached hereto and marked "Complainant's Exhibit No. 1" was issued by Edward M. Dunn, Jr., successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and Anne Arundel County to your Complainant, which certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3012-B - 90.3 acres, and improvements situated in Fourth Election District, Anne Arundel County.

Which said property was assessed to David S. Ross, and was part of property conveyed to said David Scarlett Ross by deed dated January 30, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 58, folio 461, and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County, on the day of the tax sale was Four Hundred Thirty Dollars and Eighty Cents ($430.80).

3. That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the Fourth Election District on the day of sale was:

> David Scarlett Ross
> 217 N. Calvert Street
> Baltimore, Maryland
>
> Mayfield
> 90.3 acres, Anne Arundel County

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That the aforesaid parcel of ground, namely, 5.73 acres, being a part of the property sold at Tax Sale, according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

show that the title of the said property was vested in the name of David S. Ross at the time of tax sale, and that the Board of County Commissioners purchased the said property at tax sale, including the aforementioned 5.73 acres, which tax sale was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4552, and the said 5.73 acres, more or less, was conveyed to Thomas F. Redmiles, by deed dated October 27, 1943, from the County Commissioners of Anne Arundel County and Joseph H. Pepper, late County Treasurer, and said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 292, folio 433, said deed filed herewith as "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

5. That the aforesaid lot of ground has not been redeemed by any party in interest, although more than one year and one day from the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland.

6. That your Complainant is advised and believes and therefore avers that the said David Scarlett Ross, deceased, was a bachelor and died without issue; that there has been no administration on his estate in the State of Maryland; that he left surviving him four brothers and sisters, namely: (1) the Nonresident Respondent Joseph H. Ross, a brother, who now resides in the City of Jacksonville, State of Florida; (2) the Nonresident Respondent, Mary L. Ross, a sister, who now resides in the City of Jacksonville, Florida; (3) Andrew Ross, a Nonresident, who died intestate in March, 1954, a resident of the City of Brunswick, State of Georgia; (4) Bonnie S. Ross, a Nonresident, a sister, who died intestate in May, 1954, a resident of the City of Brunswick, State of Georgia; that the aforesaid Andrew Ross, deceased brother, left surviving him his widow, the Nonresident Respondent Margaret Ross, and two sons, the Nonresident Respondents Andrew Ross, Jr. and Leo Ross, all residing in the City of Brunswick, State of Georgia; that your Petitioner does not know whether or not any personal

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

3

representative has been appointed for the estate of the said Andrew Ross, deceased; that the said Bonnie S. Ross was unmarried and died without issue, and your Petitioner does not know whether or not a personal representative has been appointed for the estate of the said Bonnie S. Ross; that the Nonresident Respondent Gertrude Ross is the wife of the Nonresident Respondent Joseph H. Ross; that the Nonresident Respondent Mary L. Ross is unmarried; that the Nonresident Respondent Leo Ross is marrie d to the Nonresident Respondent Lois Ross; that the marital status of Andrew Ross, Jr., is unknown to your Petitioner; that the said David Scarlett Ross, deceased, had two brothers, namely, Henry Ross and John Louis Ross, both of whom predeceased the said David Scarlett Ross and died without issue; and therefore your Complainants pray for process directed to the aforesaid Nonresident Respondents.

7. That amount necessary for the redemption of the aforementioned 90.3 acres at the time of the tax sale was as follows:

David S. Ross,
Certificate No. 3012-B - $430.80

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale. Subsequently, the County Commissioners of Anne Arundel County, purchasers at the tax sale, Conveyed 5.73 acres, more or less, out of the said 90.3 acres to Thomas F. Redmiles, who is entitled to his proportionate share of the Four Hundred Thirty Dollars and Eighty Cents ($430.80) redemption price, with interest at the rate of six percent (6%) per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainant herein or their Grantors, subsequent to the date of sale of said property, plus all other amounts expended by the Complainant or their Grantors as to the aforesaid property under the Provisions of the Acts of 1943 aforesaid, as amended, or as the Court may grant.

8. That the Complainant prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

TO THE END, THEREFORE, LIBER 135 PAGE 482

(a) That this Honorable Court pass a final decree foreclosing all the rights of redemption of the Respondents herein, in and to the aforesaid 5.73 acres conveyed to Thomas F. Redmiles by Joseph H. Pepper, etc., et al.

(b) That the Court pass a final decree whereby there will be vested in the Complainant, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 29th day of September, 1960, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other and further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

Thomas F. Redmiles
Thomas F. Redmiles

Hilda M. Redmiles
Hilda M. Redmiles

Morris Turk
Morris Turk
Maryland Inn, Annapolis, Maryland
Colonial 3-4341

Noah A. Hillman
Noah A. Hillman
Maryland Inn, Annapolis, Maryland
Colonial 3-3131

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

5

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1960, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Thomas F. Redmiles, the above named Complainant, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Naomi K. [illegible]
Notary Public

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

Case No 4552 #13,893 Equity

Nº 3012-B CERTIFICATE OF TAX SALE LIBER 135 PAGE 484

I, Edward M. Dunn Jr., successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A.A. Co. Comm. at public auction for the sum of 430.80 Dollars and ..... Cents, of which 430.80 Dollars has been paid as a deposit on the property in Dist 4. described as 90 3/10 acres and improvements situated in A.A. Co.

and assessed to David S. Rose.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this thirtieth day of June 1960

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 30th day of ~~October~~ June 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaughlin
Notary Public.

My Commission Expires May 1, 1961

COMPLAINANT'S Exhibit No. FILED
1960 JUL 26 AM 11:16

7

NO TITLE SEARCH! [illegible]

LIBER 135 PAGE 485 Equity # 13,893

THIS DEED, made this twenty seventh day of October, in the year Nineteen hundred forty three, by and between Joseph H. Pepper, Late County Treasurer, of Anne Arundel County, party of the first part, the County Commissioners, of Anne Arundel County, a body corporate, party of the second part, and Thomas F. Redmiles, of Anne Arundel County, State of Maryland, party of the third part.

WHEREAS, default having been made in the payment of State County, and School taxes, due and owing on the properties hereinafter mentioned, and assessed to David Scarlett Ross, and the said Joseph H. Pepper, then Collector of State, County, and School taxes, under and by virtue of the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter mentioned property to enforce the payment of the said taxes so in default, and,

WHEREAS, the said Joseph H. Pepper, Late County Treasurer, aforesaid, sold said property hereinafter described at Public Sale, to the County Commissioners of Anne Arundel County, a body corporate, it being then and there the highest bidder therefor, and,

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County, and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein, and the proceedings being No. 4552, "In the Matter of the Tax Sale of the Land of David S. Ross, in the Fourth Election District of Anne Arundel County, and,

WHEREAS, after the publication of said Order Nisi, as required by Law, the said sales were finally ratified and confirmed by said Court, and the said Treasurer is authorized by law to execute this deed, the County Commissioners of Anne Arundel County having sold said property to Thomas F. Redmiles, joins herein for the purpose of conveying the title thereto.

NOW THEREFORE THIS DEED WITNESSETH: That, for and in consideration of the sum of One dollar ($1.00), and the premises, the said

No Stamps Required

Comparants Exhibit No. 2

FILED 1960 JUL 26 AM 11:16

Joseph H. Pepper, Late County Treasurer, of Anne Arundel County, as aforesaid, and the County Commissioners, of Anne Arundel County, a body corporate, do hereby grant and convey unto Thomas F. Redmiles his heirs and assigns, in fee simple, the following property,

ALL that tract of land, situate, lying, and being, in the Fourth Election District, Anne Arundel County, Maryland, in the Development known as Mayfield, and described as follows:

BEGINNING for the same at a pipe set at the intersection of the northeast side of Mayfield Avenue 35 feet wide(now a County Road) with the northwest side of the former W. B. and A. Railroad Right of Way, thence binding on the northeast side of Mayfield Avenue, North 53 degrees West 364.85 feet to a pipe in the Right of Way of the State Roads from Severn to Odenton, and North 53 degrees West 50 feet to the northwest edge of said State Road, at a point South 53 degrees East 495.15 feet from a pipe previously set at the beginning of the conveyance from David Scarlett Ross to Giles D. Lewis and wife, as recorded in W. N. W. No. 75, folio 433, of the Land Records of Anne Arundel County; thence binding on the Northwest side of said State Road, North 14 degrees 21 minutes East 600.35 feet to a pipe previously set on the northeast side of Chaney's Drain, as a corner boundary of the conveyance from Romeo Redmiles, et al, to Nelson Cross, thence leaving Cross and with the Romeo Redmiles property, and the meanders of Chaney's drain, easterly, 572 feet, more or less to a pipe set at the intersection of the northwest side of the W. B. and A. former Right of Way, with the lines of the conveyance from Aldrich D. Wiley and wife, to David Scarlett Ross, by deed dated January 30, 1923 recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 58 folio 461; thence binding on the northwest side of said Right of Way South 31 degrees 33 minutes West 790.0 feet to the beginning. Containing 5.73 acres, more or less, EXCEPTING from the same, in both area and title, the State Road Right of Way as laid out 60 feet wide, according to a survey by Edward Hall, Jr., County Surveyor, in October 1943, with meridian referred to the

9

description in the deed to Giles D. Lewis as hereinbefore referred to.

BEING a part of the same property which was conveyed to David Scarlett Ross, single, by Aldrich C. Wiley and wife, by deed dated January 30, 1923, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 58, folio 461.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of them, the said Thomas F. Redmiles, his heirs and assigns, in fee simple, Subject to the covenants and restrictions of record.

Witness the hands and seals of the parties of the first and second parts.

WITNESS:

Virginia Russell

Virginia Russell

Joseph H. Pepper (SEAL)
JOSEPH H. PEPPER
Late County Treasurer

ATTEST

R. Harry Arnold
R. HARRY ARNOLD
SECRETARY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

BY: John J. Levay
JOHN J. LEVAY
PRESIDENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and he acknowledged, the aforegoing deed to be the act and deed of said body corporate, and, at the same time also ~~appeared~~ personally appeared Joseph H. Pepper, Late County Treasurer of Anne Arundel County, and he acknowledged the aforegoing deed to be his act and deed

Witness my hand and seal Notarial.

Virginia Russell
Notary Public
Virginia Russell

THOMAS F. REDMILES *

VS. *

JOSEPH ROSS AND *
GERTRUDE ROSS, HIS WIFE
JACKSONVILLE, FLORIDA *

MARY L. ROSS, UNMARRIED *
BRUNSWICK, GEORGIA

MARGARET L. ROSS, WIDOW *
BRUNSWICK, GEORGIA *

ANDREW M. ROSS, JR., UNMARRIED *
BRUNSWICK, GEORGIA

LEO ROSS AND
LOIS ROSS, HIS WIFE *
BRUNSWICK, GEORGIA,
Nonresidents, the respective unknown *
heirs, personal representatives,
devisees, and judgment creditors, if *
any, of said persons be now deceased.

The unknown heirs, personal representa-
tives, devisees and judgment creditors, *
if any, of the following deceased
persons, namely, *
ANDREW ROSS,
BONNIE S. ROSS, *
HENRY ROSS,
JOHN LOUIS ROSS, *
DAVID SCARLETT ROSS, and any and all
persons having or claiming to have any in-*
terest in the property containing 5.73
acres, more or less, Fourth Election *
District, Anne Arundel County, excepting
the State Road Right of Way, conveyed by *
Joseph H. Pepper, Late County Treasurer,
et al, to Thomas F. Redmiles by deed *
dated October 7, 1943, and recorded
among the Land Records of Anne Arundel *
County in Liber J.H.H. No. 292, folio
433; said lot being part of 90.3 acres *
and improvements sold for taxes, being
No. 4552, to County Commissioners of Anne *
Arundel County, in the case "In the Matter
of the Tax Sale of the Land of David S. *
Ross, in the Fourth Election District of
Anne Arundel County, Maryland." *

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 13893 EQUITY

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth Election District, Anne Arundel County, Maryland, sold by the Collector of

FILED
1960 JUL 26 AM 11:15

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

Taxes for Anne Arundel County and State of Maryland, to the County Commissioners, who have conveyed said property to the Complainant:

All that tract of land situate in the Fourth Election District Anne Arundel County, Maryland, containing 5.73 acres, more or less, excepting State Road Right of Way.

BEING the same property conveyed to Thomas F. Redmiles by deed dated October 27, 1943, from Joseph H. Pepper, late County Treasurer, et al, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, folio 433.

BEING also part of the property conveyed to David Scarlett Ross by deed dated January 30, 1923, from Aldrich C. Wiley and wife, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 58, folio 461.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon, this 26th day of July, 1960, by the Circuit Court for Anne Arundel County in Equity ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 29th day of September, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

TRUE COPY TEST:

_____

Clerk

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

12

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
No. 13,893 Equity

THOMAS F. REDMILES
VS.
JOSEPH ROSS AND
GERTRUDE ROSS, HIS WIFE
JACKSONVILLE, FLORIDA
MARY L. ROSS, UNMARRIED
BRUNSWICK, GEORGIA
ANDREW M. ROSS, JR., UNMARRIED
MARGARET L. ROSS, WIDOW
BURNSWICK, GEORGIA
BRUNSWICK, GEORGIA
LEO ROSS AND LOIS ROSS, HIS WIFE
BRUNSWICK, GEORGIA,
Nonresidents, the respective unknown heirs, personal representatives, devisees, and judgment creditors, if any, of said persons be now deceased.
The unknown heirs, personal representatives, devisees and judgment creditors, if any, of the following deceased persons, namely,
ANDREW ROSS,
BONNIE S. ROSS,
HENRY ROSS,
JOHN LOUIS ROSS,
DAVID SCARLETT ROSS, and any and all persons having or claiming to have any interest in the property containing 5.73 acres, more or less, Fourth Election excepting the State Road Right of Way, conveyed by Joseph H. Pepper, Late County Treasurer, et al, to Thomas F. Redmiles by deed dated October 7, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 292, folio 433; said lot being part of 90.3 acres and improvements sold for taxes, belog No. 4552, to County Commissioners of Anne Arundel County, in the case "In the Matter of the Tax Sale of the Land of David S. Ross, in the Fourth Election District of Anne Arundel County, Maryland."

Order Of Publication

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth Election District, Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the County Commissioners, who have conveyed said property to the Complainant:

All that tract of land situate in the Fourth Election District Anne Arundel County, Maryland, containing 5.73 acres, more or less, excepting State Road Right of Way.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 490

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1960

We hereby certify, that the annexed Order of Publication - No. 13,893 Eq. Joseph Ross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of September, 1960. The first insertion being made the 28th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

Marie Tate

FILED

1960 AUG 18 PM 1:30

BEING the same property conveyed to Thomas F. Redmiles by deed dated October 27, 1943, from Joseph H. Pepper, late County Treasurer, et al, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, folio 433.

BEING also part of the property conveyed to David Scarlett Ross by deed dated January 30, 1923, from Aldrich C. Wiley and wife, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 58, folio 461.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon, this 26th day of July, 1960, by the Circuit Court for Anne Arundel County in Equity ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 29th day of September, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

TRUE COPY TEST:

GEORGE T. CROMWELL, Clerk

A-18

LIBER 135 PAGE 492

THOMAS F. REDMILES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
	*	
JOSEPH H. ROSS, ET AL	*	NO. 13 893 EQUITY

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in Anne Arundel County, Maryland, and the Respondents having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 30th day of September, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, ADJUDGED and DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against the said Respondents.

Matthew S. Crane
Judge

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED
1960 OCT -1 AM 11:43

14

LIBER 135 PAGE 493

THOMAS F. REDMILES

VS.

JOSEPH H. ROSS, ET AL

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 13893 EQUITY

* * * * * * * * * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123, Article 81, of the Annotated Code of Maryland (1957 Edition),

It is, thereupon, this 1st day of November, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Respondents, or of anyone claiming by, through or under them, in and to the property described in these proceedings, namely:

> All that tract of land situate in the Fourth Election District, Anne Arundel County, Maryland, containing 5.73 acres, more or less, excepting the State Road right of way. Being the same property described in a deed dated October 27, 1943, from Joseph H. Pepper, late County Treasurer, et al, to Thomas F. Redmiles and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 292, folio 433.

And having been sold by the Treasurer of Anne Arundel County on October 10, 1938, for the non payment of taxes, be and the same is hereby barred and foreclosed.

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

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED
1960 NOV -1 PM 3:45

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Complainant.

4. That the Complainant shall pay the costs of this proceeding.

D. Boone Duckett
Judge

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

16

LIBER 135 PAGE 495

JOHN ROBERT GUCKERT AND
KATHERINE BARBARA GUCKERT, his wife
219 Hammonds Ferry Road
Linthicum Heights, Maryland
COMPLAINANT

vs

FRONY MILAN
Linthicum Heights, Maryland

J. CHARLES LINTHICUM
202 W. Maple Road
Linthicum Heights, Maryland

SETH H. LINTHICUM and
MARY P. LINTHICUM, his wife,
106 W. Maple Road
Linthicum Heights, Maryland

SWEETSER LINTHICUM
202 W. Maple Road
Linthicum Heights, Maryland

MARY DELMAH LINTHICUM (Unmarried)
102 W. Maple Road
Linthicum Heights, Maryland

SARAH LOUISE LINTHICUM (Unmarried)
2 Sweetser Road
Linthicum Heights, Maryland

ELEANOR L. WOODRUFF (Divorced)
2540 Massachusetts Ave. N.W.
Washington, D. C.

MATILDA LINTHICUM VICKERY and
LUSTER AZIL VICKERY, her husband,
Medora Road
Linthicum Heights, Maryland

LILLIAN STROBEL DINNING and
ERNEST LAWRENCE DINNING, her husband,
Malvern Avenue and Ruxton Road
Towson 4, Maryland

HOWLAND LINTHICUM
211 King George Street
Annapolis, Maryland

H. GARY LINTHICUM
4307 Wickford Road
Baltimore, Maryland

FIDELITY-BALTIMORE NATIONAL BANK
Fidelity Building
Baltimore 1, Maryland
Substitute Trustee under Will of
G. Milton Linthicum, deceased.

THE ALAMEDA BUILDING ASSOCIATION
c/o Seth H. Linthicum
202 W. Maple Road
Linthicum Heights, Maryland

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

IN EQUITY: 13,839

FILED
1960 JUN 17 PM 1:05

And any and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, widows, widowers and personal representatives, whether resident of the State of Maryland or not, of any of the Defendants who may be deceased;

And any and all unknown persons, whether residents of the State of Maryland or not, or bodies corporate, who may be interested in or may claim any interest in the property known as Lot #63 of Plat #4 as shown by Plat of Linthicum Heights, and more particularly described in Deed dated January 14, 1931, recorded among the Land Records of Anne Arundel County in Liber FSR 69 folio 401.

RESPONDENTS

****

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complainants, by Edward J. Thompson, their Solicitor, respectfully represents unto your Honor:

1. That the Complainants, John Robert Guckert and Katherine Barbara Guckert, his wife, became vested of title to the following described property by a Quitclaim Deed dated February 9, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374 folio 579 from The Salvation Army, a body corporate of the State of Georgia.

> ALL of Lot No. sixty-three (63) on the southeastern side of Baltimore and Annapolis Boulevard in North Linthicum, fronting fifty (50) feet on said Baltimore and Annapolis Boulevard and with an even depth therefrom of one hundred and fifty (150) feet.
>
> Copy of said Deed attached hereto marked Exhibit No. 1 and prayed to be taken as a part hereof.

2. That the above described lot of ground is the same lot of ground which on October 16, 1935, C. Albert Hodges, Treasurer of Anne Arundel County did sell at public sale to Walter H. Hart (tax sale proceedings No. 2114) all the right, title and interest of Frony Milan in and to the aforesaid described lot of ground to enforce the payment of taxes then in default.

Copy of tax sale certificate No. 2114 attached hreto and marked Exhibit No. 2 and prayed to be taken as a part hereof.

3. That said sale was finally ratified and confirmed by the Circuit Court for Anne Arundel County on February 15, 1937 and pursuant thereto, C. Albert Hodges, Treasurer, granted and conveyed said lot of ground to Walter H. Hart by Deed dated February 24, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 161 Folio 26, and described as follows:

> All that tract of land lying and being in the Fifth Election District of Anne Arundel County which was conveyed to Frony Milan by Seth H. Linthicum by Deed dated January 14, 1931, and recorded in Liber F.S.R. 69 Folio 401 and being the same property which was assessed in the name of Frony Milan according to the records of the said former treasurer and the assessment records of the Anne Arundel County Commissioners, and which was sold at public sale on the date aforesaid by said grantor herein to Walter H. Hart at and for the sum of one hundred and sixty-five dollars ($165.00). For said taxes due for the years 1933 and 1934 being unpaid.

4. That at the time of said sale by the Treasurer of Anne Arundel County, the said Frony Milan was vested with the leasehold title to said described property only; that the reversion interest in said property was vested in the name of J. Charles Linthicum who was not made a party to the tax-sale proceedings; that the aforesaid Deed from the Treasurer, Anne Arundel County purported to transfer the title in said described property to Walter H. Hart in fee simple; that at the time of said sale there was a mortgage on said property in the amount of $2,600.00 which mortgage was dated January 14, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 69 Folio 396 from Joseph A. Milan and Frony Milan, his wife, to The Alameda Building Association; and further that the property sold under the said tax sale proceedings was not adequately described.

5. That the property herein referred to and described has not been redeemed by any party in interest, although more than one year has expired since the date of sale.

6. That no payment of ground rent has been made since the date of said tax sale nor has any demand been made for the payment of same.

7. That no payment has been made on the aforementioned mortgage nor has any demand for payment been made since the date of said tax sale.

8. That to redeem this property, it will be necessary for the Respondents to pay the sum set forth in said tax sale proceedings No. 2114 with interest from the date of sale to the date of redemption, and all

penalties accruing subsequent to the date of sale and reimburse the Complainants for said amounts due under Sections 110 and 111, Article 81, Annotated Code of Maryland (1957 edition).

9. That attahed hereto is statement marked Exhibit 3 setting forth the Chain of Title disclosing therein the manner in which the present title to the aforesaid described property became vested in your Petitioners, and your Petitioners pray that said Exhibit 3 be taken as a part hereof.

WHEREFORE, your Complainants pray:

a. That process be directed to the above mentioned Respondents at the last known address of each of them to appear in this Court on some day certain to be named therein and make answer hereto.

b. That this Court may pass a final decree foreclosing all rights of redemption of the Respondents in and to the said property herein described as now vested in the Complainants.

c. That this Bill of Complaint may be amended and that additional parties be made respondents hereto if the same becomes necessary or advisable.

d. That an Order of Publication be issued directed to all the parties in interest in the property herein.

e. And for such other and further relief as the nature of their case may require.

AND, as in duty bound, etc.

Edward J. Thompson

Edward J. Thompson
Solicitor for Complainants
1515 Washington Boulevard
Baltimore 30, Maryland
Saratoga 7-2538

EXHIBIT NO. 1

BOOK 1374 PAGE 579 LIBER 135 PAGE 499

THIS QUITCLAIM DEED, made the 9th day of February 1960, by and between THE SALVATION ARMY, a body corporate of the State of Georgia, of the first part, and JOHN ROBERT GUCKERT and KATHERINE BARBARA GUCKERT, his wife, of Anne Arundel County in the State of Maryland, of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, the said party of the first part does hereby remise, release and quitclaim unto the said John Robert Guckert and Katherine Barbara Guckert, his wife, their assigns, the survivor of them, and the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple, all those parcels and lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County described as follows:

ALL of Lot No. Sixty Three (63) on the southeastern side of Baltimore and Annapolis Boulevard in North Linthicum, fronting 50 ft. on said Baltimore and Annapolis Boulevard and with an even depth therefrom of 150 ft.

BEING all of the fourth parcel described in a deed dated September 9, 1944 from the Mercantile Trust Company to The Salvation Army and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 314, folio 398.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said John Robert Guckert and Katherine Barbara Guckert, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor of them as tenants by the

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

5

BOOK 1374 PAGE 580 LIBER 135 PAGE 500

entireties, in fee simple.

WITNESS the corporate name of THE SALVATION ARMY, by William Davidson, its vice-president, and its corporate seal duly affixed and attested by Charles Tritton, its secretary, as authorized by a Resolution of the Board of Trustees of The Salvation Army on May 19, 1959.

THE SALVATION ARMY

By _____
William Davidson
Vice-President

ATTEST:

_____
Charles Tritton
Secretary

INCORPORATED IN THE STATE OF GEORGIA CORPORATE SEAL

STATE OF GEORGIA, FULTON COUNTY:

I hereby certify, that on this 4th day of February, 1960, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared WILLIAM DAVIDSON, Vice-president of THE SALVATION ARMY, and he acknowledged the foregoing quitclaim deed to be the act of said body corporate.

As Witness my hand and notarial seal.

_____
Ethel Ribble
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Jan. 24, 1962

ETHEL RIBBLE NOTARY PUBLIC GEORGIA STATE-AT-LARGE

550

PREPARED WITHOUT TITLE EXAMINATION. JOHN B. WRIGHT, ATTY.

Rec'd for record March 8, 1960 at 10:29 A.M.
Mailed to John B. Wright

6

LIBER 135 PAGE 501

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a QuitClaim Deed as recorded in Liber G.T.C. 1374 Folio 579, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 5th day of April, A.D. 1960.

George T. Cromwell CLERK
RCW.

GEORGE T. CROMWELL

EXHIBIT NO. 2

Duplicate of Certificate 2114

Nº 2849 CERTIFICATE OF TAX SALE LIBER 135 PAGE 502

I, Edward M. Dunn Jr. successor to C. Albert Hodge, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to Walter H. Hurt at public auction for the sum of 160.36 Dollars and ..... Cents, of which 160.36 Dollars has been paid as a deposit on the property in Dist 5 described as Lot 63 Plat 4 & Improvements as shown on the plat of Pinthicum Heights

and assessed to Frony Milan.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public

My Commission Expires May 1, 1961

8

EXHIBIT NO. 3

CHAIN OF TITLE
LEASEHOLD

LIBER 135 PAGE 503

*DEED, Annie Mimmler et al to Linthicum Heights Company of Baltimore City in fee simple, three lots of ground in Fifth Election District, being parts of tract formerly known as "Sweetser's Bridge Farm."

Recorded in Liber W.N.W. 39 folio 491 and dated July 1, 1921.

LEASE, Linthicum Heights Company to Max Schroeder.

Recorded Liber F.S.R. 69 folio 389, and dated October 23, 1930.

DEED, Max Schroder to Joseph A. Milan and Frony Milan, his wife, subject to $75.00 annual ground rent.

Recorded Liber F.S.R. 69 folio 395 and dated January 14, 1931.

DEED, Joseph A. Milan and Frony Milan, his wife, to Seth H. Linthicum.

Recorded Liber F.S.R. 69 folio 400 and dated January 14, 1931.

DEED, Seth H. Linthicum to Frony Milan subject to $75.00 annual ground rent.

Recorded Liber F.S.R. 69 folio 401 and dated January 21, 1931.

DEED, C. Albert Hodges, former County Treasurer of Anne Arundel County to Walter H. Hart in fee simple for non-payment of State, County and school taxes.

Recorded Liber F.A.M. 161 folio 26 and dated February 24, 1937.

DEED, Mercantile Trust Company, Executor of Last Will and Testament of Walter H. Hart to The Salvation Army.

Recorded Liber J.H.H. 314 folio 398 and dated September 9, 1944.

DEED, The Salvation Army to John Robert Guckert and Katherine Barbara Guckert, his wife, (Complainants herein).

Recorded Liber G.T.C. 1374 folio 579, and dated February 9, 1960.

REVERSION

*DEED, Same as above, Mimmler to Linthicum Heights Company of Baltimore.

DEED, Linthicum Heights Company of Baltimore City to J. Charles Linthicum.

Recorded Liber F.S.R. 69 folio 393, and dated October 23, 1930.

I hereby certify that I have examined the Land Records of Anne Arundel County and find that the above chain of title to Lot No. Sixty Three (63) of Plat #4 as shown by Plat of Linthicum Heights, is correct to the best of my knowledge and belief.

Edward J. Thompson

Edward J. Thompson
Solicitor for Complainants
1515 Washington Blvd.
Baltimore 30, Maryland

EDWARD J. THOMPSON, Solicitor
1515 Washington Boulevard
Baltimore 30, Maryland

LIBER 135 PAGE 504

JOHN ROBERT GUCKERT and KATHERINE BARBARA GUCKERT, his wife, 219 Hammonds Ferry Road Linthicum Heights, Maryland	:	IN THE
Complainants	:	CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
FRONY MILAN, ET AL Linthicum Heights, Maryland	:	Equity: No. 13,839
AND	:	
And any and all unknown children, descendants heirs at law, legatees, distributees, devisees, next of kin, widows, widowers and personal representatives, whether resident of the State of Maryland or not, of any of the Defendants who may be deceased;	:	
And any and all unknown persons whether residents of the State of Maryland or not, or bodies corporate, who may be interested in or may claim any interest in the property known as Lot #63 of Plat #4 as shown by Plat of Linthicum Heights, and more particularly described in Deed dated January 14, 1931, recorded among the Land Records of Anne Arundel County in Liber FSR 69 folio 401.	:	
Respondents	:	

ORDER OF PUBLICATION

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondents in and to the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

> ALL of Lot No. sixty-three (63) on the southeastern side of Baltimore and Annapolis Boulevard in North Linthicum, fronting fifty (50) feet on said Baltimore and Annapolis Boulevard and with an even depth therefrom of one hundred and fifty (150) feet.
>
> BEING the same lot of ground which by Deed dated February 9, 1960, was granted and conveyed all the rights and interests in said property from The Salvation Army, a body corporate of the State of Georgia, to John Robert Guckert and Katherine Barbara Guckert, his wife, said Deed being recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374 folio 579.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although a year and a day from the date of sale has expired.

10

It is therefore, this 17th day of June, 1960, by the Circuit Court for Anne Arundel County in Equity, O R D E R ED, that Notice by Publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four weeks, before the 25th day of August, 1960, giving notice of the object and substance of this Bill and Order, and warning all persons interested in said property to be and appear in this Court either in person or by attorney on or before the 25th day of August, 1960, and redeem the property and answer the Bill of Complaint or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainants a title free and clear of all encumbrances.

George T. Cromwell

6 AWMjr:jc 6/29/60

LIBER 135 PAGE 506

JOHN ROBERT GUCKERT, et al	:	IN THE
v.	:	CIRCUIT COURT
FRONY MILAN, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY: No. 13,839

****

ANSWER OF FIDELITY-BALTIMORE NATIONAL BANK

To the Honorable, the Judge of said Court:

The Respondent, Fidelity-Baltimore National Bank (now by merger Baltimore National Bank), for its Answer to the Bill of Complaint filed herein against it and others respectfully represents unto your Honor:

(1) This Respondent has no personal knowledge of any of the matters and facts alleged in the Bill of Complaint, and, therefore, neither admits nor denies the same but demands strict proof thereof.

And having fully answered the Bill of Complaint, this Respondent prays that it may be dismissed hence with the proper costs.

FIDELITY-BALTIMORE NATIONAL BANK
(now by merger Baltimore National Bank)

By Harvey L. Hall
Harvey L. Hall, Assistant Vice President

Arthur W. Machen, Jr.
Venable, Baetjer & Howard
Solicitors for Respondent
Plaza 2-6780

FILED
1960 JUL -9 AM 11:22

12

Certificate of Service

I hereby certify that a copy of the foregoing Answer was mailed this 8th day of July, 1960, to Edward J. Thompson, Esq., solicitor for the Complainants, 1515 Washington Boulevard, Baltimore 30, Maryland.

Arthur W. Machen, Jr.
Solicitor for Respondent

EDWARD J. THOMPSON
Solicitor
1515 Washington Boulevard
Baltimore 30, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 13839

JOHN ROBERT GUCKERT and KATHERINE BARBARA GUCKERT, his wife,
219 Hammonds Ferry Road,
Linthicum Heights, Maryland
Complainants

versus

FRONY MILAN, ET AL
Linthicum Heights, Maryland

AND

And any and all unknown children, descendants, heirs at law, legatees, distributees, devisees, nest of kin, widows, widowers and personal representatives, whether resident of the State of Maryland or not, of any of the Defendants who may be deceased;

and any and all unknown persons whether residents of the State of Maryland or not, or bodies corporate, who may be interested in or may claim any interest in the property known as Lot No. 63 of Plat No. 4 as shown by Plat of Linthicum Heights, and more particularly described in Deed dated January 14, 1931, recorded among the Land Records of Anne Arundel County in Liber FSR 69 folio 401.

Respondents

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondents in and to the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

ALL of Lot No. sixty-three (63) on the southeastern side of Baltimore and Annapolis Boulevard in North Linthicum, fronting fifty (50) feet on said Baltimore and Annapolis Boulevard and with an even depth therefrom of one hundred and fifty (150) feet.

BEING the same lot of ground which by Deed dated February 9, 1960, was granted and conveyed all the rights and interests in said property from The Salvation Army, a body corporate of the State of Georgia, to John Robert Guckert and Katherine Barbara Guckert, his wife, said Deed being recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374 folio 579.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although a year and a day from the date of sale has expired.

It is therefore, this 17th day of June, 1960, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that Notice by Publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four weeks, before the 25th day of August, 1960, giving notice of the object and substance of this Bill and Order, and warning all persons interested in said property to be and appear in this Court either in person or by attorney on or before the 25th day of August, 1960, and redeem the property and answer the Bill of Complaint or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainants a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
Jy-14

OFFICE OF

Maryland Gazette

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

LIBER 135 PAGE 508

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1960

We hereby certify, that the annexed Order of Publication Eq 13,839 (Property) Frony Milan, et al.

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, 1960. The first insertion being made the 23rd day of June, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 JUL 13 PM 1:42

14

LIBER 135 PAGE 509

JOHN ROBERT GUCKERT and KATHERINE BARBARA GUCKERT, his wife.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
FRONY MILAN, et al	*	EQUITY: 13,839

* * * * *

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Respondents, Seth H. Linthicum and Mary P. Linthicum, his wife, Sweetser Linthicum, Mary Delmah Linthicum, Matilda Linthicum Vickery and Luster Zail Vickery, her husband, Sarah Louise Linthicum, and Eleanor L. Woodruff, by their Solicitor, V. Stephen Lassotovitch, in answer to the Bill of Complaint filed against them and others respectfully say:

That they have no personal knowledge of the matters and facts alleged in the Bill of Complaint, and therefore neither admit nor deny the same but demand strict proof thereof. Further answering they deny that the Tax Sale described in said Bill of Complaint was made in accordance with the applicable laws of Maryland.

Having fully answered Bill of Complaint the Respondents pray that it be dismissed with proper costs.

V. Stephen Lassotovitch

V. STEPHEN LASSOTOVITCH
Solicitor for above named
Respondents
405 Title Building,
Baltimore 2, Maryland
Pl. 2-6273

I hereby certify that a copy of the foregoing Answer was mailed this 25th day of August, 1960, to Edward J. Thompson, Esq., 1515 Washington Blvd., Baltimore 30, Maryland.

V. Stephen Lassotovitch

V. Stephen Lassotovitch

FILED

1960 AUG 25 PM 2:27

15

LIBER 135 PAGE 510

JOHN ROBERT GUCKERT and KATHERINE BARBARA GUCKERT his wife	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
FRONY MILAN, ET AL	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,839
	:	

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

DECREE

THE BILL OF COMPLAINT to Foreclose Equity of Redemption and Answers thereto having come on for hearing, being submitted, exhibits were filed, counsel heard and proceedings read and considered;

IT IS, thereupon, this 31st day of October, 1960, by the Circuit Court for Anne Arundel County, ORDERED, ADJUDGED and DECREED that all rights of redemption of the Defendants in and to the property herein described be, and the same are hereby, foreclosed and forever barred.

D Bonn Duckett

JUDGE

FILED

1960 OCT 31 PM 3:05

14

JOHN ROBERT GUCKERT and
KATHERINE BARBARA GUCKERT,
his wife,

vs.

FRONY MILAN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 13,839

LIBER 135 PAGE 511

AMENDED DECREE

THE BILL OF COMPLAINT to Foreclose Equity of Redemption and Answers thereto having come on for hearing, being submitted, exhibits were filed, counsel heard and proceedings read and considered;

IT IS, thereupon this 18th day of January, 1961, by the Circuit Court for Anne Arundel County, ORDERED, ADJUDGED AND DECREE,

1. That all rights of remedy of the Respondents or anyone claiming by, through, from or under them, or any one of them, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County for non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute indefeasible title in fee-simple to the said property described in this proceeding, free and clear of all alienations accruing prior to this Decree, as well as all encumbrances and all existing tax assessments to which the same are subject are hereby vested in the Complainants.

3. AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that the Treasurer of Anne Arundel County, prepare, execute and deliver to the Complainants, John Robert Guckert and Katherine Barbara Guckert, a Deed in fee-simple to said property upon payment of the purchase money due on account of the purchase price of the property, if any balance there be, together with all taxes and other county or municipal liens and interest and penalties thereon, accruing subsequent to the date of sale.

4. That the Complainants shall pay the costs of these proceedings.

V. Bowie Duckett
JUDGE

FILED

1961 JAN 19 AM 9:43

17

LIBER 135 PAGE 512

MARVIN I. ANDERSON Attorney Named in Mortgage, Plaintiff	: NO. 13,753	EQUITY
	: IN	18-466
vs.	: THE CIRCUIT COURT	
SYLVESTER BRENT and ALVERTA BRENT, his wife, Defendants	: FOR : ANNE ARUNDEL COUNTY	

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

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above case, file the original mortgage and statement of mortgage claim, non-military affidavit and enter my appearance for the plaintiff.

Marvin H. Anderson

Marvin H. Anderson
20 West Street
Annapolis, Maryland
Telephone: COlonial 8-5035

Attorney for Plaintiff

FILED

1960 APR 18 AM 9:52

COUNTY FORM. LIBER 890 PAGE 304

no 13,753 Equity

PURCHASE MONEY LIBER 135 PAGE 513

This Mortgage, Made this 22nd day of December, in the year one thousand, nine hundred and fifty-four, between

SYLVESTER BRENT and ALVERTA BRENT, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Twenty-six Hundred ($2,600.00) 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 6 per cent. (6%) per annum in the manner following:

By the payment of Thirty-nine ($39.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the 22nd day of January, 195 , and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) 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 payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

do hereby grant and convey unto the said WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, its successors and assigns in fee simple.

All that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, and described as follows, according to a plat and survey made by J. R. McCrone, Jr., Reg. Prof. Engr. and Land Surveyor, in September, 1950, to wit:

BEGINNING for the same at an iron pipe set on the south side of the County Road, said pipe being located at the northeast corner of the conveyance from R. Luther Leatherbury and wife, to James Crowner and wife, by deed dated April 8, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 405 folio 70; and running from thence and with the south side of Cedarhurst Road, North 86 degrees 28 minutes East 100 feet to a pipe; thenc leaving said road and running parallel to the East line of the above mentioned conveyance, South 0 degrees 40 minutes East 413.7 feet to a pipe set in the south outline of the whole tract, of which the herein described is a part; thence with said outline, North 88 degrees 57 minutes West 100 feet to a pipe set at the southeast corner of the above mentioned conveyance to Crowner; thence with the outline of said conveyance, North 0 degrees 40 minutes West 405.67 feet to the place of beginning. Containing 0.94 of an acre.

BEING the same property which was conveyed to the said Sylvester Brent and Alverta Brent, his wife, by R. Luther Leatherbury and Amy L. Leatherbury, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage.

FILED

1960 APR 18 AM 9:52

2

3

FUTURE ADVANCES: The parties hereto agree that this mortgage may secure future advances to be made at the mortgagee's option as provided by Article 66 Section 2 of the Annotated Code of Maryland 1947 Supplement.

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

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

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

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

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for MARVIN I. ANDERSON, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns: and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient: and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

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

Witness:

John R. Rickert

Sylvester Brent (SEAL)
Sylvester Brent

Alverta Brent (SEAL)
Alverta Brent

~~xxxxxxxxxxxxxxxxxx~~ (SEAL)

(SEAL)

4

5

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 22nd day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Sylvester Brent and Alverta Brent, his wife, - the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their - - - - - - - - act. At the same time also appeared Emory L. Cromwell - - - - - - - - - - - - - - - -, 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.

John R. Rickert
John R. Rickert, Notary Public.

Recorded: Dec. 23, 1954 at 12.45 P.M.

(2)

PURCHASE MONEY

MORTGAGE

FROM

Sylvester Brent

Alverta Brent, his wife

TO

WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED

Received for Record 23 Dec. 1954 at 12.45 o'clock P. M. Same day recorded in Liber J.H.H. No. 890 Folio 304, etc., one of the Land Records of A.A. Co County, and examined per

JOHN H. HOPKINS, 3rd Clerk.

Cost of Record, $4.50

MARVIN I. ANDERSON
Attorney-at-Law
ANNAPOLIS, MD.

LIBER 135 PAGE 517

13,753

MARVIN I. ANDERSON Attorney Named in Mortgage, Plaintiff	: NO.	EQUITY IN
vs.	:	THE CIRCUIT COURT
SYLVESTER BRENT and ALVERTA BRENT, his wife, Defendants	:	FOR ANNE ARUNDEL COUNTY

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

STATEMENT OF MORTGAGE CLAIM

STATEMENT of mortgage claim of WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, mortgagee, under mortgage from Sylvester Brent and Alverta Brent, his wife, to Wellham Building and Loan Association, Incorporated, dated December 22, 1954, and recorded among the land records of Anne Arundel County in Liber J.H.H. NO. 890, folio 304:

Amount of mortgage dated Dec. 22, 1954	$2,600.00
Less amount paid on principal	126.39
Balance	$2,473.61
Interest to May 22, 1960	148.44
1960 State and County taxes	70.70
Balance as of May 22, 1960	$2,692.75

WELLHAM BUILDING AND LOAN
ASSOCIATION, INCORPORATED

by Donald Evans
Asst. Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this thirteenth day of April in the year nineteen hundred sixty before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid personally appeared Donald Evans, Assistant Secretary of the Wellham Building and Loan Association, Incorporated, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the

FILED

1960 APR 18 AM 9:52

6

mortgage filed in the foregoing

cause now remaining due and unpaid.

AS WITNESS my hand and seal notarial.

Edwin A. DaVault

Edwin A. DaVault,
Notary Public

7

MARVIN I. ANDERSON, ATTORNEY
named in Mor -age, Plaintiff
vs.
SYLVESTER BRENT and
ALVERTA BRENT, his wife,
Defendants

No.

EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

LIBER 135 PAGE 519

AFFIDAVIT OF NON-MILITARY SERVICE

No 13,753
Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 13th day of April, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Donald Evans, Assistant - - - - -

Secretary of the Wellham Building and Loan Association, Incorporated, a bocy corporate,

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.)

Sylvester Brent and Alverta Brent, his wife, are both civilians living and working in Anne Arundel County, Maryland,

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 13th day of April, 19 60.

Notarial Seal

Edwin G. Radcliff Notary Public

My Commission will expire on: May 1st 1961

Filed,

FILED
1960 APR 18 AM 9:53

8

LIBER 10 PAGE 250

LIBER 135 PAGE 520

MARVIN I. ANDERSON, Attorney Named in Mortgage,	*	NO. 13,753 EQUITY
Plaintiff	*	IN
vs.	*	THE CIRCUIT COURT FOR
SYLVESTER BRENT and ALVERTA BRENT, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	*	

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, 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 eleventh day of May in the year nineteen hundred sixty.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Sylvester Brent and Alverta Brent, his wife, to the Wellham Building and Loan Association, Incorporated, dated December 22, 1954, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 890, folio 304, and,

WHEREAS, default having been made in the payment of the said mortgage debt and interest, the said Marvin I. Anderson, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson shall well and truly and faithfully perform the trust reposed in him under the mortgage afore-

9

said 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 Marvin I. Anderson has 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 above written.

Signed, sealed, and
delivered in the presence
of
Myrtle Sturm

Marvin I. Anderson (SEAL)
Marvin I. Anderson

NATIONAL SURETY CORPORATION

by Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

Bond filed and approved
this 11th day of May 1960
George T Cromwell Clerk

FILED
1960 MAY 11
AM. 9.00

10

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

LIBER 135 PAGE 522

ATTORNEY'S SALE

OF VALUABLE IMPROVED PROPERTY ON CEDARHURST ROAD, SHADY SIDE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Sylvester Brent and Alverta Brent, his wife, dated December 22, 1954, to Wellham Building and Loan Association, Incorporated, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 890, folio 304, default having occurred in the payment of said mortgage, the undersigned Attorney will sell at public auction to the highest bidder on the premises on

SATURDAY, MAY 14, 1960

AT 11:00 O'CLOCK, A. M.

All that lot of ground and the improvements thereon situate in the Seventh Election District of Anne Arundel County, Maryland, on the south side of Cedarhurst Road near Shady Side, and described as follows by J. R. McCrone, Jr., surveyor, September, 1950:

BEGINNING for the same at an iron pipe set on the south side of the County Road said pipe being located at the northeast corner of the conveyance from R. Luther Leatherbury and wife, to James Crowner and wife, by deed dated April 8, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 405, folio 70; and running from thence and with the south side of Cedarhurst Road, North 86 degrees 28 minutes East 100 feet to a pipe; thence leaving said road and running parallel to the East line of the above mentioned conveyance, South 0 degrees 40 minutes East 413.7 feet to a pipe set in the South outline of the whole tract, of which the herein described is a part; thence with said outline, North 88 degrees 57 minutes West 100 feet to a pipe set at the Southeast corner of the above mentioned conveyance to Crowner; thence with the outline of said conveyance, North 0 degrees 40 minutes West 405.67 feet to the place of beginning. Containing 0.94 of an acre.

BEING all of the same property which was conveyed by R. Luther Leatherbury and wife to Sylvester Brent and wife by deed dated December 22, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 890, folio 301.

Improved by a four-room cinder block bungalow.

TERMS OF SALE: Seven hundred fifty dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

FILED
1960 MAY 16 AM 10:11

MARVIN I. ANDERSON
Attorney Named in Mortgage

21

AUCTIONEER'S CERTIFICATE

LIBER 135 PAGE 524

I hereby certify that I have this fourteenth day of May in the year nineteen hundred sixty sold the property described in the within hand bill at and for the sum of Thirty one hundred forty dollars ($3140.00) at public sale or auction to Millhaven Bldg & Loan Association (~~he~~)(~~she~~)(it)(~~they~~) being then and there the highest bidder(s) therefore, and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

PURCHASER'S AGREEMENT

(I)(We)(Millhaven Bldg & Loan Association) do(es) hereby certify that (I)(we)(it) ha(s)(ve) this fourteenth day of May in the year nineteen hundred sixty purchased from Marvin I. Anderson, Attorney, the property described in the within advertisement at and for the sum of Thirty one hundred forty dollars ($3140.00) and hereby agree(s) to comply with the terms of sale.

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

WITNESS:

_____ (SEAL)

_____ (SEAL)

Millhaven Building & Loan Ass.

by Emory L. Bromwell
President

FILED

1960 MAY 16 AM 10:11

LIBER 135 PAGE 525

MARVIN I. ANDERSON Attorney named in Mortgage, Plaintiff	:	NO. 13,753 EQUITY IN THE
vs.	:	CIRCUIT COURT
SYLVESTER BRENT and ALVERTA BRENT, his wife, Defendants	:	FOR ANNE ARUNDEL COUNTY

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

ATTORNEY'S REPORT OF SALE

The Report of Sale of Marvin I. Anderson, the Attorney named in the mortgage, respectfully shows:

That after giving bond for the faithful discharge of his duties under the powers of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for four successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did pursuant to said notice, attend on the premises described in said mortgage on Saturday, May 14, 1960, at eleven o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the South side of Cedarhurst Road, near Shady Side and described by metes and bounds in the conveyance from R. Luther Leatherbury and wife to Sylvester Brent and wife, by deed dated December 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 890, folio 304, and being all of the same property which was conveyed as aforesaid, together with the improvements thereon; improved by a four room cinder block bungalow, to Wellham Building & Loan Association, a body corp. for the sum of Thirty -one Hundred forty ($3140) ---------- dollars (~~xxxxxx~~)

FILED
1960 MAY 16 AM 10:11

13

(~~they~~) (it) being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's certificate is filed herewith, marked "Exhibit 'A'."

Marvin I. Anderson,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of May, in the year nineteen hundred sixty, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the county aforesaid personally appeared Marvin I. Anderson, the Attorney named in the aforesaid mortgage and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal notarial.

Notary Public

14

ORDER NISI

LIBER 135 PAGE 527

MARVIN I. ANDERSON
Attorney named in Mortgage

versus

SYLVESTER BRENT and
ALVERTA BRENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,753 Equity

Ordered, this 16th day of May, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of June next.

The report states that the amount of sale was $3,140.00

FILED 1960 MAY 16 AM 10:11

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MARVIN I. ANDERSON,
Attorney named in Mortgage

versus

SYLVESTER BRENT and
ALVERTA BRENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of June, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Boone Duckett
JUDGE.

FILED
1960 JUN 21 PM 3:19

15

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED PROPERTY

ON CEDARHURST ROAD, SHADY SIDE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Sylvester Brent and Alverta Brent, his wife, dated December 22, 1954, to Welham Building and Loan Association, Incorporated, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 890, folio 304, default having occurred in the payment of the said mortgage, the under signed attorney will sell at public auction to the highest bidder on the premises on

Sat., May 14, 1960
at 11:00 o'clock A. M.

All that lot of ground and the improvements thereon situate in the Seventh Election District of Anne Arundel County, Maryland, on the south side of Cedarhurst Road near Shady Side, and described as follows by J. R. McCrone, Jr., surveyor, September, 1950:

BEGINNING for the same at an iron pipe set on the south side of the County Road, said pipe being located at the northeast corner of the conveyance from R. Luther Leatherbury and wife, to James Crowner and wife, by deed dated April 8, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 405 folio 70; and running from thence and with the south side of Cedarhurst Road, North 86 degrees 28 minutes East 100 feet to a pipe; thence leaving said road and running parallel to the East line of the above mentioned conveyance, South 0 degrees 40 minutes East 413.7 feet to a pipe set in the south outline of the whole tract, of which the herein described is a part; thence with said outline, North 88 degrees 57 minutes West 100 feet to a pipe set at the southeast corner of the above mentioned conveyance to Crowner; thence with the outline of said conveyance, North 0 degrees 40 minutes West 405.67 feet to the place of beginning. Containing 0.94 of an acre.

BEING all of the same property which was conveyed by R. Luther Leatherbury and wife to Sylvester Brent and wife by deed dated December 22, 1954, and recorded among the aforesaid land records in Liber J.H.H. No. 890, folio 301.

Improved by a four-room cinder block bungalow.

Terms of sale Seven hundred fifty dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

Marvin I. Anderson
Attorney Named in Mortgage
George W. Scible
Auctioneer M-12

No. 16

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 528

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16, 1960

We hereby certify, that the annexed

Attorney's Sale

Sylvester Brent

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 May, 1960. The first insertion being made the 21st day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
MAY 17 PM 12:

H. Tilghman

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 529

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,753

Sylvester Brent

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,753 Equity

MARVIN I. ANDERSON,

Attorney named in Mortgage

VERSUS

SYLVESTER BRENT and ALVERTA BRENT, his wife

Ordered, this 16th day of May, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of June next.

The report states that the amount of sale was $3,140.00.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:

GEORGE T. CROMWELL, Clerk

Ju-9

FILED

No. M. G. 1960 JUN 10 PM 3:41

17

In the Case of LIBER 135 PAGE 530

Marvin I. Anderson,
Attorney named in Mortgage
vs.
Sylvester Brent
and
Alverta Brent, his wife

In the
Circuit Court
For
Anne Arundel County

No. 13,753 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. Jicklling
Auditor

June 29, 1960

FILED
1960 JUL -1 AM 10:39

81

Dr. Marvin I. Anderson, Attorney named in Mortgage vs. Sylvester Brent and Alverta Brent, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	124	66	174	66
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	80	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Whitmore Printing etc Co. - handbills	18	03		
National Surety Corp. - bond premium	12	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	3	85		
Myrtle Sturm - notary fee		50	168	33
To Attorney for Taxes, viz:				
1960 State and County taxes ($71.03) adjusted - 135 days	26	64	26	64
To Wellham Building & Loan Ass'n., Inc., mortgagee - in full for mortgage claim	2,692	75	2,692	75
To Sylvester Brent and Alverta Brent, his wife, mortgagors - this balance	40	90	40	90
			3,155	28

19

with

Marvin I. Anderson, Attorney named in Mortgage

Cr.

1960						
May	14	Proceeds of Sale	3,140	00		
		Interest on deferred payment of $2,390.00 to 6/23/60	15	28	3,155	28
					3,155	28

LIBER 135 PAGE 533

ORDER NISI

Marvin I. Anderson,
Attorney named in Mortgage

VERSUS

Sylvester Brent
and
Alverta Brent, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,753 Equity.

ORDERED, This 1st day of ~~June~~ July, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th 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 8th day of August next.

FILED
1960 JUL -1 AM 10:39

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of August, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1960 AUG -9 PM 3:55

Matthew L. Evans

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 534

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,753
Auditor Account

Sylvester Brent.

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 8th day of August, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,753 Equity
MARVIN I. ANDERSON Attorney Named in Mortgage
VERSUS
SYLVESTER BRENT and ALVERTA BRENT, his wife

Ordered, this 1st day of July 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel oCunty, once in each of three successive weeks before the 8th day of August next.

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

FILED
1960 JUL 21 PM 3:16

No. M. G.

22

LIBER 135 PAGE 535

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEO JOHN LECHLITER and LETHA LECHLITER, his wife	* * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. Equity No. 13745

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

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, atty

Samuel M. Ivrey
Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 APR 11 AM 11:55

LIBER 135 PAGE 536
LIBER 1175 PAGE 59

Equity No. 13,745.

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 20th day of December, in the year one thousand nine hundred and Fifty-seven, between LEO JOHN LECHLITER and LETHA LECHLITER, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor (s), and Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to LEO JOHN LECHLITER and LETHA LECHLITER, his wife,

the sum of Thirteen Thousand and 00/100 ($13,000.00)---------- dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of One Hundred Nine and 71/100 ($109.71)---------- dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said LEO JOHN LECHLITER and LETHA LECHLITER, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot, piece, or parcel of ground situate,

lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows: BEING Lot No. 5, in Section 1, as shown on the Plat of Clear View Village, which plat is filed among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat No. 15, now Plat Book 18, folio 43. The said lot No. 5, has a frontage of 50 feet on the southwest side of Mountain Road and a depth of even width of 215 feet.

BEING the same property conveyed to Anna Sheetenhelm and Charles M. Sheetenhelm as Joint Tenants by deed from Joel T. Oakey, unmarried, dated April 3, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH 465, folio 496.

AND BEING the same property conveyed to the within named Mortgagors, Leo John Lechliter and Letha Lechliter, his wife, by deed of even date from Anna Sheetenhelm and Charles M. Sheetenhelm and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

FILED

1960 APR 11 AM 11:55

2

3

NOW THEREFORE, this mortgage witnesseth, that in further consideration of the premises and of One Dollar, the said Leo John Lechliter and Letha Lechliter, his wife, do bargain and sell unto said Annapolis Federal Savings and Loan Association of Annapolis, Maryland, its successors and assigns, all of the following described fixtures, equipment and other chattels:

2 Bakery Wall Cases, 1 Large Bakery Supply Case, 1 Three Corner Service Counter, 1 Service Bakery Display Case, 1 National Cash Register, 1 Globe Meat Slicer, 1 Steam Table, 1 Heinz Soup Unit, 1 Hotpoint Deep Fryer, 1 Hotpoint Grill, 1 Cory Four Hole Coffee Unit, 1 Sanitary Meat Scale, 1 Coca Cola Dispenser, 1 Soda Fountain with Salad Unit with Condenser, 1 Bally Display (Delicatessen) Case, 1 Back Bar, 1 Counter with Seven Stools, 3 Booths, 1 Vulcan Four Burner Gas Range and 1 Multi-mix Milk Shaker; together with all such property of like nature as shall be hereafter acquired by the Mortgagors, during the continuance of this mortgage and before the final payment of the debt secured hereby.

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however to restrictions, JHH 347, folio 37.

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) LEO JOHN LECHLITER and LETHA LECHLITER, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6.....% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Leo John Lechliter (SEAL)
Leo John Lechliter

(SEAL)

Letha Lechliter (SEAL)
Letha Lechliter

(SEAL)

5

LIBER 135 PAGE 539

LIBER 1175 PAGE 62

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 20th day of December in the year one thousand nine hundred and Fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared LEO JOHN LECHLITER and LETHA LECHLITER, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey - Notary Public.

My commission expires on May 4th 1959.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record Dec 21 1957 at 11:00 A.M.

Mailed to Samuel M. Ivrey

G #2

Mortgage

FROM

LEO JOHN LECHLITER and

LETHA LECHLITER, his wife,

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lot 5, Section 1, Clear View Village, Third Elec. Property Dist., Anne Arundel Co., State of 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 $ 1000 1.50 1.50

SAMUEL M. IVREY
ATTORNEY AT LAW
44 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 135 PAGE 540

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEO JOHN LECHLITER and LETHA LECHLITER, his wife	* * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,745 18-455

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association, under Mortgage to the said Association from Leo John Lechliter and Letha Lechliter, his wife, dated December 20, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1175, folio 59, said Mortgage being in default.

Balance due through April 30, 1960	$10,185.66
Interest to May 3, 1960	5.10
	$10,190.76

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of April, 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. GARDINER CHANEY, President of ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on the Mortgage claim described herein, and that the said Association has not received any security or any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter
Nancy S. Carpenter - Notary Public

My Commission Expires: May 1,1961.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 APR 11 AM 11:55

6

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

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
LEO JOHN LECHLITER and LETHA LECHLITER, his wife	*	EQUITY NO. 13,745

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

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

1. said defendants are not in the military service of the United States.
2. said defendants are not in the military service of any nation allied with the United States.
3. said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
4. said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Samuel M. Ivrey
Affiant

Subscriber and sworn to before me
this 8th day of April, 1960.

Nancy S. Carpenter
Nancy S. Carpenter - Notary Public
Commission Expires: May 1, 1961.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 APR 11 AM 11:55

7

G 22089

LIBER 135 PAGE 542
LIBER 10 PAGE 243

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND No. 13,745 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY as Principal, and Globe Indemnity Company, a body corporate of the State of New York, 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, FIVE HUNDRED AND NO/100 DOLLARS current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of May, 1960.

WHEREAS, by virtue of a power of sale contained in a Mortgage from LEO JOHN LECHLITER AND LETHA LECHLITER, His wife ---------- bearing date on or about the 20th day of December, 1957, the said SAMUEL M. IVREY is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and **WHEREAS,** default has been made in the payment of the interest and principal aforesaid, and the said SAMUEL M. IVREY is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden SAMUEL M. IVREY does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

Ethel M. Carle
Ethel M. Carle

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

Bond filed and approved this 4th day of May 1960
George T. Cromwell, Clerk

FILED
1960 MAY -4 AM 10:55

8

Legal Notice

Attorney's Sale

— of voluable —

Improved Real Estate

Mountain Road
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Leo John Lechliter and Letha Lechliter, his wife, dated December 20th, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1175, folio 59, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wed., May 4, 1960
at 11 o'clock A.M.

ALL THAT LOT OF GROUND situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lot No. 5, in Section 1, as shown on the Plat of Clear View Village, which plat is filed among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat No. 15, now Plat Book 18, folio 43. The said lot No. 5, has a frontage of 50 feet on the southwest side of Mountain Road and a depth of even width of 215 feet.

BEING the same property conveyed to Leo John Lechliter and Letha Lechliter, his wife, by deed from Anna Sheetenhelm and Charles M. Sheetenhelm, dated December 20, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1175, folio 57.

This property is improved by a two story concrete block and stucco building with oil hot water heating system, containing a store, six rooms and a bath.

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

Thereafter the undersigned will also offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wed., May 4, 1960
at 11:30 o'clock A.M.

all the right, title and interest of Leo John Lechliter and Letha Lechliter, his wife, in and to the following Chattels as covered in said Mortgage:

9

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 543

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1960

We hereby certify, that the annexed

Attorney's Sale

Leo John Lechliter

Equity No. 13,245

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 May, 1960. The first insertion being made the 12th day of April, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAY 12 AM 11

By: V. Tilghman

Bakery Wall Cases, 1 Large Bakery Supply Case, 1 Three Corner Service Counter, 1 Service Bakery Display Case, 1 National Cash Register, 1 Globe Meat Slicer, 1 Steam Table, 1 Heinz Soup Unit, 1 Hotpoint Deep Fryer, 1 Hotpoint Grill, 1 Cory Four Hole Coffee Unit, 1 Sanitary Meat Scale, 1 Coca Cola Dispenser, 1 Soda Fountain with Salad Unit with Condenser, 1 Bally Display (Delicatessen) Case, 1 Back Bar, 1 Counter with Seven Stools, 3 Booths, 1 Vulcan Four Burner Gas Range and 1 Multi-mix Milk Shaker.

Said Chattels, fixtures and equipment being sold as an entirety, as is, and subject to any and all encumbrances.

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

SAMUEL M. IVREY, Atty.
144 Gloucester Street
Annapolis, Maryland

Auctioneer: Robert H. Campbell

M-3

LIBER 135 PAGE 544

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LIBER 135 PAGE 545

MOUNTAIN ROAD, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Leo John Lechliter and Letha Lechliter, his wife, dated December 20th, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1175, folio 59, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wednesday, May 4, 1960

at 11 O'clock A.M.

ALL THAT LOT OF GROUND situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lot No. 5, in Section 1, as shown on the Plat of Clear View Village, which plat is filed among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat No. 15, now Plat Book 18, folio 43. The said Lot No. 5 has a frontage of 50 feet on the southwest side of Mountain Road and a depth of even width of 215 feet.

BEING the same property conveyed to Leo John Lechliter and Letha Lechliter, his wife, by deed from Anna Sheetenhelm and Charles M. Sheetenhelm, dated December 20, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1175, folio 57.

This property is improved by a two-story concrete block and stucco building with oil hot water heating system, containing a store, six rooms and a bath.

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

Thereafter the undersigned will also offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wednesday, May 4, 1960

at 11:30 O'clock A.M.

all the right, title and interest of Leo John Lechliter and Letha Lechliter, his wife, in and to the following Chattels as covered in said Mortgage:

Two Bakery Wall Cases, 1 Large Bakery Supply Case, 1 Three-Corner Service Counter, 1 Service Bakery Display Case, 1 National Cash Register, 1 Globe Meat Slicer, 1 Steam Table, 1 Heinz Soup Unit, 1 Hotpoint Deep Fryer, 1 Hotpoint Grill, 1 Cory 4-Hole Coffee Unit, 1 Sanitary Meat Scale, 1 Coca-Cola Dispenser, 1 Soda Fountain with Salad Unit with Condenser, 1 Bally Display (Delicatessen) Case, 1 Back Bar, 1 Counter with Seven Stools, 3 Booths, 1 Vulcan 4-Burner Gas Range and 1 Multi-Mix Milk Shaker.

Said Chattels, fixtures and equipment being sold as an entirety, as is, and subject to any and all encumbrances.

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

SAMUEL M. IVREY, Attorney,
144 Gloucester Street,
Annapolis, Maryland

FILED
1960 MAY 11 PM 1:43

10

I, We hereby certify that I/We purchased the real estate described on the reverse side of this Handbill at and for the price of $ 1,000.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 4th day of May, 1960.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey

ANNAPOLIS FEDERAL SAVINGS & LOAN ASS'N.

By: R. Gardner Chaney (SEAL)
President

I hereby certify that I sold the real estate described on the reverse side of this handbill to ANNAPOLIS FEDERAL SAVINGS & LOAN ASS'N - at and for the price of $ 1,000.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 4th day of May, 1960.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey

Peter V. Campbell (SEAL)
Auctioneer

FILED

1960 MAY 11 PM 1:43

9

IN THE EVENING CAPITAL

LIBER 135 PAGE 547

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEO JOHN LECHLITER and LETHA LECHLITER, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,745

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety which was duly approved and having given twenty days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, May 4, 1960, at 11 o'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the real estate mentioned in said Mortgage to wit:

ALL THAT LOT OF GROUND situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lot No. 5, in Section 1, as shown on the Plat of Clear View Village, which plat is filed among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat No. 15, now Plat Book 18, folio 43. The said Lot No. 5 has a frontage of 50 feet on the southwest side of Mountain Road and a depth of even width of 215 feet.

BEING the same property conveyed to Leo John Lechliter and Letha

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1960 MAY 11 PM 1:43

Lechliter, his wife, by deed from Anna Sheetenhelm and Charles M. Sheetenhelm, dated December 20, 1057, and recorded among the Land Records of Anne Arundel County in Liber GTC 1175, folio 57.

Said property being sold to Annapolis Federal Savings and Loan Association at and for the sum of One Thousand and NO/100 ($1,000.00) Dollars, it being at that price then and there the highest bidder therefore.

AND, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, May 4th, 1960, at 11:30 o'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale all the right, title and interest of Leo John Lechliter and Letha Lechliter, his wife, in and to the chattels, fixtures and equipment mentioned in said Mortgage to wit:

Two Bakery Wall Cases, 1 Large Bakery Supply Case, 1 Three-Corner Service Counter, 1 Service Bakery Display Case, 1 National Cash Register, 1 Globe Meat Slicer, 1 Steam Table, 1 Heinz Soup Unit, 1 Hotpoint Deep Fryer, 1 Hotpoint Grill, 1 Cory 4-Hole Coffee Unit, 1 Sanitary Meat Scale, 1 Coca-Cola Dispenser, 1 Soda Fountain with Salad Unit with Condenser, 1 Bally Display (Delicatessen) Case, 1 Back Bar, 1 Counter with Seven Stools, 3 Booths, 1 Vulcan 4-Burner Gas Range and 1 Multi-Mix Milk Shaker.

Said chattels, fixtures and equipment being sold to Annapolis Federal Savings and Loan Association at and for the sum of Twenty-five and NO/100 ($25.00) Dollars, it being at that price then and there the highest bidder therefore.

The said purchaser has agreed to comply with the terms of sale. The agreements of the purchaser, certificates of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, atty.

Samuel M. Ivrey
Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of May, 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter
Nancy S. Carpenter - Notary Public

My Commission Expires: May 1, 1961.

NANCY S. CARPENTER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

ORDER NISI

LIBER 135 PAGE 550

In The Matter of the
Mortgaged Real Estate of
Leo John Lechliter and
Letha Lechliter, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,745 Equity

Ordered, this 11th day of May, 19 60, That the sale of the Property in these proceeding mentioned made and reported by Samuel M. Ivrey, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of June next.

The report states that the amount of sale was $ 1,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 MAY 11 PM 1:43

TEST: _____ Clerk.

(Final Order)

In The Matter of the
Mortgaged Real Estate of
Leo John Lechliter and
Letha Lechliter, his wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 18th day of June, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew L. Evans
JUDGE.

FILED
1960 JUN 20 AM 9:44

14

LIBER 135 PAGE 551

OFF : OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,745 Equity
In The Matter of the Mortgaged Real Estate of
LEO JOHN LECHLITER and LETHA LECHLITER, his wife

Ordered, this 11th day of May, 1960, That the sale of the Property in these proceeding mentioned made and reported by Samuel M. Ivrey, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of June next.

The report states that the amount of sale was $1,000.00.

GEORGE T. CROMWELL, Clerk

TRUE COPY, Test:
GEORGE T. CROMWELL, Clerk
Ju-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,745

Leo John Lechliter

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of June, 1960. The first insertion being made the 16th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUN 10 PM 3:40

No. M. G. 150 2 1960 By H. Tilghman

15

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
Leo John Lechliter
and
Letha Lechliter, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,745 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.

July 8, 1960

16

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Leo John Lechliter and Letha Lechliter, his wife

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	59	00	94	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	50		
Auditor - stating this account	13	50	52	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	101	52		
Capital-Gazette Press - order nisi (sale	15	00		
Capital-Gazette Press - order nisi (acct	12	00		
Speer Publications, Inc. - handbills	12	32		
Globe Indemnity Co. - bond premium	42	00		
Robert H. Campbell - auctioneer's fees (real estate and chattels)	55	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Nancy S. Carpenter - notary fees	1	50	240	99
To Attorney for Taxes, viz:				
1958 State and County taxes and interest	213	16		
1959 State and County taxes and interest	189	68		
1960 State and County taxes ($194.93) - 4 months 4 days, and interest	70	02	472	86
To Annapolis Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	165	15	165	15
			1,025	00
Amount of mortgage claim filed	10,190	76		
Interest on principal balance of $10,185.66 from 5/3/60 to 8/15/60 - 104 days @ 6%	176	55		
	10,367	31		
Cr. Amount allowed above	165	15		
Balance subject to decree in personam	10,202	16		

17

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1960				
May	4	Proceeds of Sale of Real Estate	1,000 00	
		Proceeds of Sale of Chattels	25 00	1,025 00
				1,025 00

ORDER NISI LIBER 135 PAGE 555

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Leo John Lechliter and Letha Lechliter, his wife

In the **CIRCUIT COURT** For **ANNE ARUNDEL COUNTY**

No. 13,745 Equity.

1960 JUL 11 PM 3:40 FILED

ORDERED, This 11th day of July, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th 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 15th day of August next.

George T. Cromwell C.C.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of August, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 AUG 16 PM 3:45

Matthew S. Evans C.C.

19

OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 556

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,745 Equity
In the Matter of the Mortgaged Real Estate of LEO JOHN LECHLITER and LETHA LECHLITER, his wife

Ordered, this 11th day of July, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
jy-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1960

We hereby certify, that the annexed Order Nisi Eq. 13,745 Auditor Account Leo John Lechliter

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 August, 1960. The first insertion being made the 13th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 AUG -3 PM 4:54

By: H. Tilghman

No. M. G. 16077

20

LIBER 135 * PAGE 557

AUGUST J. BROZIK, Attorney Named In Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
LEONARD J. DILWORTH and NINA DILWORTH, his wife Box 89, Route # 7, Mill Road Pasadena Post Office, Maryland	* * *	ANNE ARUNDEL COUNTY No. 14,361

* * * * * * * *

Mr. Clerk:

Please file the attached mortgage for foreclosure and docket suit in the above entitled cause and file among the papers, the following:

1. Original mortgage from LEONARD J. DILWORTH and NINA DILWORTH, his wife, to SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED, dated May 12, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 754, folio 358.

Please enter same as "Plaintiff's Exhibit "A".

August J. Brozik

AUGUST J. BROZIK, Attorney Named in Mortgage
1001 Court Square Building
Baltimore 2, Maryland
Sa-7-6233.

FILED

1961 MAY -3 AM 10:46

BUILDING ASSOCIATION MORTGAGE— . . OR COUNTY—WITH CLAUSE—47

LIBER 754 PAGE 358

Equity No 14361

LIBER 135 PAGE 558

PURCHASE MONEY

This Mortgage, Made this 6th day of May

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

LEONARD JOSEPH DILWORTH and NINA MAUDE DILWORTH, his wife

of ~~the~~ Anne Arundel County, in the State of Maryland, Mortgagor s, and the

"SLOVAN" BUILDING AND LOAN ASSOCIATION OF MARYLAND, INC.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Leonard Joseph Dilworth and Nina Maude Dilworth, his wife

being member s of the said body corporate

have received therefrom an advance of Twenty Six Hundred ($2,600.00) Dollars

Dollars

on twenty-six (26) shares of stock, the due execution of this Mortgage

having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Leonard Joseph Dilworth and Nina Maude Dilworth, his wife

do grant unto "Slovan" Building and Loan Assocation of Maryland, Inc.

and its successors and assigns, all that

piece or parcel of ground situate and lying in ~~the~~ Anne Arundel County, State of Maryland

at present known as No. Box 34, Route 2, Mill Road, Pasadena P. O. , Maryland

and described as follows:

BEGINNING for Lot No. 5 at a stake set on the East side of the Waterford Road which point of beginning is North 0 degrees 40 minutes, East 931.5 feet from a pipe previously set at the intersection of said side of said road with the Northernmost line of the conveyance from Zachariah Johnson, et al, to John G. Wirth, et al, by deed recorded among the Land Records of Anne Arundel County in Liber F.A. M. No. 185, folio 457; thence leaving said road and with Lot No. 4 due east 1,465 feet more or less to intersect the Easternmost outline of the whole tract; thence with the said outline North 12 degrees 10 minutes, West 193 feet, more or less, to the Southernmost line of the conveyance from Zachariah Johnson, etal, to Robert W. Dunnaway by deed recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 201, thence leaving the outlines and with said line, with meridan corrected to May, 1942, South 87 degrees 00 minutes, West 1,426 feet to a pipe on the East side of the Road hereinbefore referred to; thence leaving Dunnaway South 0 degrees 40 minutes West 122.5 feet to the point of beginning, containing 5 acres more or less according to a survey by Edward Hall, Jr. County Surveyor, in May, 1942.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded prior hereto was granted and conveyed by Bernard J. Rogers and Katherine E. Rogers, his wife to the above named grantors.

~~FILED~~

~~1958 NOV -7 PM 2:47~~

FILED

1961 MAY -3 AM 10:46

Plaintiff's Exhibit No 1.

2

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

TO HAVE AND TO HOLD the said lot of ground and premises, ~~unto the said Mortgagee, its successors and assigns, during the residue of the term of years yet to come and unexpired thereto, 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~~ in fee simple.

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

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said "Slovan" Building and Loan Association of Maryland, Inc. its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five ($.25) cents on each of said twenty-six (26) shares of stock as dues, until the combined payment of dues shall amount to One Hundred ($100.00) Dollars for each of said 26 shares, and also to pay weekly, the sum of ($.12) 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 ($100.00) dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and Fifty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or August J. Brozik, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors

LIBER 754 PAGE 360

TEST:

August J. Brozik
August J. Brozik

Leonard Joseph Dilworth (SEAL)
LEONARD JOSEPH DILWORTH

Nina Maude Dilworth (SEAL)
NINA MAUDE DILWORTH

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 6th day of May in the year one thousand nine hundred and fifty-three, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared LEONARD JOSEPH DILWORTH and NINA MAUDE DILWORTH, 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 Kozlik, President of "Slovan" Building and Loan Association, of Maryland, Inc. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AUGUST J. BROZIK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

August J. Brozik
August J. Brozik - Notary Public

Recorded- 12th May, 1953, at 11:55 A.M.

LIBER 135 PAGE 560

AFFIDAVIT OF NON-MILITARY SERVICE LIBER 135 PAGE 561

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

I hereby certify that, on this 2nd day of May ,

19 61 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE COUNTY,

AUGUST J. BROZIK, Attorney Named In Mortgage,

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

are over the military age for service

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this second (2nd) day of May , 19 61 .

Notarial Seal

Ellen Shofer
ELLEN SHOFER - Notary Public

My Commission will expire on: May 6, 1963.

Filed,

FILED
1961 MAY -3 AM 10:46

STATEMENT OF MORTGAGE CLAIM

AUGUST J. BROZIK,

Attorney Named In The Mortgage

vs.

LEONARD JOSEPH DILWORTH and

NINA MAUDE DILWORTH, his wife

DOCKET ..... FOLIO .....
CASE NO. 14,361
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

FOR

~~BOTH~~

ANNE ARUNDEL COUNTY

~~BALTIMORE COUNTY~~

LIBER 135 PAGE 562

STATEMENT OF MORTGAGE DEBT

Original Loan- May 5, 1953	$ 2,600.00
Payments on Principal Account	356.52
Loan Balance	$ 2,243.48
Interest due- to May 1, 1961	196.84
	2,440.32
Less Expense Account Credit	3.20
	2,437.12
Plus Late Charges	3.00
TOTAL BALANCE DUE	$ 2,440.12

James Kozlik

JAMES KOZLIK, President of
Slovan Building and Loan Association of
Maryland, Incorporated

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 2nd day of May in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for ~~sub City of Baltimore~~ Baltimore County personally appeared AUGUST J. BROZIK, Attorney Named in The Mortgage,

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

As witness my hand and Notarial Seal,

Ellen Shofer

ELLEN SHOFER Notary Public.

FILED

1961 MAY -3 AM 10:46

G 28080

LIBER 135 PAGE 563
LIBER 11 PAGE 8

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

NO. 14,361 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, AUGUST J. BROZIK as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND DOLLARS, ($4,000.00) ---------- current money, to be paid to the said State 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 22nd day of May, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Leonard Joseph Dilworth and Nina Maude Dilworth, his wife, ------ bearing date on or about the 6th day of May, 1953, the said August J. Brozik 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 August J. Brozik --------- is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Sidney Waldina

Sidney Waldina

August J. Brozik (SEAL)

August J. Brozik PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond approved this 29th day of May, 1961

George T. Cromwell, Clerk

FILED

1961 MAY 29 AM 10:21

AUGUST J. BROZIK, Attorney
1001 Court Square Building
Baltimore 2, Maryland

Mortgage Sale

Of Valuable Improved Real Estate

THIRD ELECTION DISTRICT

Under and by virtue of the power contained in a Mortgage from LEONARD JOSEPH DILWORTH and NINA MAUDE DILWORTH, his wife, to SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED, dated May 6, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 754, folio 358, etc., the undersigned Attorney named in said Mortgage (default having occurred thereunder) will sell by Public Auction on the premises on

Monday, June 5, 1961
2:00 P.M.

all that lot of ground and improvements thereon situated in the Third Election District of Anne Arundel County, State of Maryland (Box 89, Route 7, Mill Road), and described as follows:

Beginning for Lot No. 5 at a stake set on the east side of the Waterford Road, which point of beginning is north 0 degrees 40 minutes, east 931.5 feet from a pipe previously set at the intersection of said side of said road with the northernmost line of the conveyance from Zachariah Johnson, et al, to John G. Wirth, et al by deed recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 125, folio 457; thence leaving said road and with Lot No. 4 due east 1,465 feet more or less to intersect the easternmost outline of the whole tract; thence with the said outline north 12 degrees 19 minutes, west 193 feet, more or less, to the southernmost line of the conveyance from Zacharian Johnson, et al. to Robert W. Dunnaway by deed recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 201; thence leaving the outlines and with said line, with meridian corrected to May, 1942, south 87 degrees 00 minutes, west 1,426 feet to a pipe on the east side of the Road hereinbefore referred to; thence leaving Dunnaway south 0 degrees 40 minutes west 122.5 feet to the point of beginning, containing 5 acres more or less according to a survey by Edward Hall, Jr., County Surveyor, in May, 1942, in Fee Simple.

Being the same lot of ground which by Deed dated May 6, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H No. 754, folio 356, etc. conveyed unto the within named Mortgagors by Bernard J. Rogers and Katherine E. Rogers, his wife.

The above described property is improved by a dwelling.

TERMS OF SALE: A deposit of ten (10 per cent) per cent of the purchase price will be required of the purchaser on the day of sale, balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six (6 per cent) per cent per annum from date of sale to date of settlement. Taxes and all other public charges, including Metropolitan District Liens, if any, to be adjusted to the date of settlement; cost of all Revenue Stamps to be borne by Purchaser.

AUGUST J. BROZIK.
Attorney Named In Mortgage.
ALEX COOPER, Auctioneer
212 N. Calvert Street
Baltimore 2, Maryland
PLaza 2-4868. Ju-1

OFF OF

Maryland Gazette

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

LIBER 135 PAGE 564

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed
Mortgage Sales
Leonard Joseph Dilworth
No. 14,361 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 5th day of June, 1961. The first insertion being made the 11th day of May, 1961.

FILED
1961
JUN -6 PM 1:59

THE CAPITAL-GAZETTE PRESS, INC.
By Marie Pates

Slovan Building and Loan Association of Maryland, Incorporated

vs.

Leonard Joseph Dilworth and Nina Maude Dilworth, his wife

AUGUST J. BROZIK, Attorney
1001 Court Square Building
Baltimore 2, Maryland

Mortgage Sale

Of Valuable Improved Real Estate

THIRD ELECTION DISTRICT

Under and by virtue of the power contained in a Mortgage from LEONARD JOSEPH DILWORTH and NINA MAUDE DILWORTH, his wife, to SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED, dated May 6, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 754, folio 358, etc., the undersigned Attorney named in said Mortgage (default having occurred thereunder) will sell by Public Auction on the premises on

Monday, June 5, 1961
2:00 P.M.

all that lot of ground and improvements thereon situated in the Third Election District of Anne Arundel County, State of Maryland (Box 89, Route 7, Mill Road), and described as follows:

Beginning for Lot No. 5 at a stake set on the east side of the Waterford Road, which point of beginning is north 0 degrees 40 minutes, east 931.5 feet from a pipe previously set at the intersection of said side of said road with the northernmost line of the conveyance from Zachariah Johnson, et al, to John G. Wirth, et al, by deed recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 457: thence leaving said road and with Lot No. 4 due east 1,465 feet more or less to intersect the easternmost outline of the whole tract; thence with the said outline north 12 degrees 10 minutes, west 193 feet, more or less, to the southernmost line of the conveyance from Zachariah Johnson, et al, to Robert W. Dunnaway by deed recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 201; thence leaving the outlines and with said line, with meridian corrected to May, 1942, south 87 degrees 00 minutes, west 1,426 feet to a pipe on the east side of the Road hereinbefore referred to; thence leaving Dunnaway south 0 degrees 40 minutes west 122.5 feet to the point of beginning, containing 5 acres more or less according to a survey by Edward Hall, Jr., County Surveyor, in May, 1942, in Fee Simple.

Being the same lot of ground which by Deed dated May 6, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H No. 754, folio 356, etc. conveyed unto the within named Mortgagors by Bernard J. Rogers and Katherine E. Rogers, his wife.

The above described property is improved by a dwelling.

TERMS OF SALE: A deposit of ten (10 per cent) per cent of the purchase price will be required of the purchaser on the day of sale, balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six (6 per cent) per cent per annum from date of sale to date of settlement. Taxes and all other public charges, including Metropolitan District Liens, if any, to be adjusted to the date of settlement. Cost of all Revenue Stamps to be borne by Purchaser.

AUGUST J. BROZIK,
Attorney Named In Mortgage.

ALEX COOPER, Auctioneer
212 N. Calvert Street
Baltimore 2, Maryland
PLaza 2-4868. Ju-1

·7

23

FILED
1961 JUN 9 PM - 3.23

In the Circuit Court
For
Anne Arundel County
(In Equity)

LIBER 135 PAGE 565

Auctioneer's Certificate

I hereby certify that I have this 5th day of June, 1961, sold the property described in the attached advertisement of sale at and for the sum of $4,050.00 to JOSEPH D. EGEBERG, SR. HIS WIFE LORNA V EGEBERG, 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 5th day of June, 1961, purchased the property described in the attached advertisement of sale from August J. Brozik, Attorney named in mortgage, at and for the sum of $4,050.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Joseph D. Egeberg, Sr.
Purchaser

Lorna V. Egeberg
Purchaser

Test:
August J. Brozik

AUGUST J. BROZIK, Attorney named in Mortgage

vs.

LEONARD JOSEPH DILWORTH
NINA MAUDE DILWORTH, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY) - NO. 14,361

LIBER 135 PAGE 566

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of August J. Brozki, Attorney named in the mortgage from Leonard Joseph Dilworth and Nina Maude Dilworth, his wife, to Slovan Building and Loan Association of Maryland, Incorporated, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland; August J. Brozik, Attorney named in Mortgage, did, pursuant of said notice, on Monday, June 5, 1961, at 2:00 o'clock P.M. attend on the premises and then and there sold at public auction all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Joseph D. Egeberg, Sr. and Lorna Virginia Egeberg, his wife, who were then and there the highest bidders at and for the sum of Four Thousand Fifty ($4,050.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale

August J. Brozik
AUGUST J. BROZIK Attorney named in Mortgage

FILED 1961 JUN -8 PM 3:23

STATE OF MARYLAND, A. A. CO., 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 Anne Arundel County, personally appeared August J. Brozik, Attorney named in Mortgage, and made oath that the matters and facts stated in the foregoing Report of Sale are true and correct as therein set forth, and that the sale thereby reported was fairly made.

As witness my Hand and Notarial Seal.

ERNEST J. CHAFFON NOTARY PUBLIC Anne Arundel Co., Md.

My commission expires May 6, 1963.

Ernest J. Chaffon
Ernest J. Chaffon Notary Public

10

ORDER NISI

LIBER 135 PAGE 567

AUGUST J. BROZIK, Attorney named in Mortgage

versus

LEONARD JOSEPH DILWORTH
NINA MAUDE DILWORTH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,361 Equity

Ordered, this 8th day of June, 1961, That the sale of the property in these proceedings mentioned made and reported by August J. Brozik, Attorney

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

The report states that the amount of sale was $ 4,050.00.

Filed 1961 June 8

True Copy, 3:23PM

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

AUGUST J. BROZIK, Attorney named in Mortgage

versus

LEONARD JOSEPH DILWORTH
NINA MAUDE DILWORTH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O. Bowie Duckett
JUDGE.

FILED

1961 JUL 19 PM 2:55

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 11 PAGE 20

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 135 PAGE 568

Equity #14,361

Bond No.

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, August J. Brozik, 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 Dollars ($50.00), 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 13th day of June, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Leonard Joseph Dilworth and Nina Maude Dilworth, his wife, bearing date on or about May 6, 1953, the said August J. Brozik 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 August J. Brozik 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, August J. Brozik, 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

August J. Brozik (SEAL)

WITNESS:

Ethel M. Carle

Ethel M. Carle, as to both

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

Bond approved this 3 day of July, 1961

George T. Cromwell, Clerk

LIBER 135 PAGE 569

OF E 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. 14,361 Equity

August J. Brozik, attorney named in Mortgage

versus

LEONARD JOSEPH DILWORTH
NINA MAUDE DILWORTH, his wife

Ordered, this 8th day of June, 1961, That the sale of the property in these proceedings mentioned made and reported by August J. Brozik, Attorney BE RATIFIED AND CONFRIMED, unless cause to the contrary thereof be shown on or before the 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $4,050.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,361 Leonard Joseph Dilworth was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21573 1961 JUL -7 AM 10 09 By H. Tilghman

LIBER 135 PAGE 570

In the Case of

August J. Brozik,
Attorney named in Mortgage
vs.
Leonard J. Dilworth
and
Nina Dilworth, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,361 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. Jirkling
Auditor.

December 19, 1961

FILED

1961 DEC 26 AM 10:20

Dr. August J. Brozik, Attorney named in Mortgage vs. Leonard J. Dilworth and Nina Dilworth, his wife

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	151	50	251	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	36	25		
Auditor - stating this account	18	00	64	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	87	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	52	80		
Globe Indemnity Co. - bond premiums	16	50		
Alex Cooper - auctioneer's fee	156	50		
One-half Federal documentary stamps	2	47		
One-half State documentary stamps	4	95		
Notary fees	1	50	349	24
To Attorney for Taxes, viz:				
1960 State and County taxes and interest	50	23		
1961 State and County taxes - adjusted	28	12	78	35
To Attorney for Liens, viz:				
Montgomery Ward & Co. - in full settlement judgment claim, interest and costs	147	43	147	43
To "Slovan" Building & Loan Ass'n of Md. Inc. - in full for first mortgage claim viz:				
Balance due on principal	2,243	48		
Interest @ 6% thereon from 11/17/59 to 6/5/51	188	56		
	2,432	04		
Cr. Balance in Expense Account	3	20	2,428	84
To "Slovan" Building & Loan Ass'n of Md. Inc. - in full for second mortgage claim, viz:				
Balance due on principal	500	00		
Interest thereon from 11/17/59 to 6/5/61	48	60	548	60
To August J. Brozik - this balance on account third mortgage claim	188	83	188	83
			4,057	04
Balance due on principal of third mortgage	480	00		
Interest thereon @ 6% from 2/4/54 to 2/5/62 8 years	230	40		
	710	40		
CR. Amount allowed above	188	83	521	57
Balance due				

15

with August J. Brozik, Attorney named in Mortgage Cr.

1961						
June	5	Proceeds of Sale	4,050	00	4,050	00
		Refund fire insurance premium	7	04	7	04
					4,057	04

16

ORDER NISI LIBER 135 PAGE 573

August J. Brozik,
Attorney named in Mortgage
VERSUS
Leonard J. Dilworth
and
Nina Dilworth, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,361 Equity.

ORDERED, This 26th day of December, 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 29th 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 29th day of January next.

George T. Cromwell

1961 DEC 26 PM 10:20

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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.

FILED

1962 JAN 30 PM 3:23

D. Bowie Duckett

OFFIC:)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 574

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,361 Equity
AUGUST J. BROZIK
Attorney named in Mortgage
VERSUS
LEONARD J. DILWORTH and NINA DILWORTH, his wife

Ordered, this 26th day of December, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of 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 29th day of January next.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
J-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1962

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 14,361

Leonard J. Dilworth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of January, 1962. The first insertion being made the 28th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 24870 1962 JAN 22 PM 2: By Marie Pate

18

LIBER 135 PAGE 575

Edward J.Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	
	*	for
vs.	*	Anne Arundel County
	*	
William E. Sheppard and	*	(In Equity)
Dorothy W. Sheppard, his wife	*	No. 14,628

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

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 William E. Sheppard and Dorothy W. Sheppard, his wife to the Leeds Federal Savings and Loan Association, dated July 30, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1317, folio 420 etc..

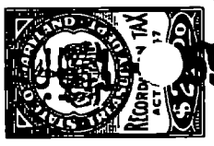
Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

FILED

1961 OCT -4 AM 11:59

City-County Form.  JK 1317 PAGE 420

No 14,628 Equity

LIBER 135 PAGE 576

This Mortgage, Made this 30th day of July, in the year one thousand, nine hundred and fifty-nine, between, William E. Sheppard and Dorothy W. Sheppard, 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 - - - - - - - - - - - - - ELEVEN THOUSAND ($11,000.00) - - - - - - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of EIGHTY-THREE and 40/100 ($83.40) - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

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

BEGINNING for the same on the east side of Inverness Road at a distance of 151.35 feet northerly from the Northeast corner of Inverness and Riverdale Roads and at the division line between Lots numbered 12 and 13 on the Plat of Riverdale on the Magothy, which Plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 3, folio 235, and now recorded in Plat Book 15, folio 20 and running thence along said division line South 83° 30' East 257 feet to the waters, of the Magothy River, thence binding on the waters of the Magothy River 108 feet, more or less to the division line between lots numbered 14 and 15, as shown on said Plat, thence along said division line North 83° 30' West 245 feet to the easternmost line of Lot numbered 17, as shown on said Plat, thence binding on the easternmost line of said Lot numbered 17 North 2½° East 70 feet, thence North 83½° West 50.05 feet to the east side of Inverness Road and thence binding on the east side of Inverness Road North 2½° East 30 feet to the place of beginning. Meaning and intending to convey Lots numbered

FILED
1961 OCT -4 AM 11:59

13 and 14, as shown on the Plat of Riverdale on the Magothy.

BEING the same lots of ground and premises which by deed dated June 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1309, folio 200 etc., was granted and conveyed by David S. Rubens, unmarried, unto William E. Sheppard and Dorothy W. Sheppard, his wife, the Mortgagors herein.

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, in fee simple, [illegible]

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 to 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** 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

William E. Sheppard (SEAL)
William E. Sheppard

Dorothy W. Sheppard (SEAL)
Dorothy W. Sheppard

(SEAL)

(SEAL)

5

BOOK 1317 PAGE 423 LIBER 135 PAGE 579

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of July, 1959, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared William E. Sheppard and Dorothy W. Sheppard, 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 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.

1.25

Rec'd for record Aug. 1, 1959 at 9:16 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan,
Attorney Named in Mortgage

vs.

William E. Sheppard and
Dorothy W. Sheppard, his wife

"SATISFACTION NO. 1"

For value received th(eeds Federal Savings and Loan) ociation releases the within mortgage and mortgage debt. As witness the corporate seal of the said corporation and the signature of R. W. Bratton, President this 27th day of April, 1961.

Attest:

H. E. Johnson, Treasurer

Leeds Federal Savings & Loan Ass'n.

By R. W. Bratton, President

LIBER 135 PAGE 580

LIBER 135 PAGE 581

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
	*	Docket No. 20, Folio 18
vs.	*	
	*	Case No. 14,628
William E. Sheppard and Dorothy W. Sheppard, his wife	*	
	*	

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

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 27th day of September, 1961.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1961 OCT -4 AM 11:59

LIBER 135 PAGE 582

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	
vs.		Anne Arundel County
	*	
		(In Equity)
William E. Sheppard and	*	No. 14,628
Dorothy W. Sheppard, his wife	*	

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from William E. Sheppard and Dorothy W. Sheppard, his wife, dated July 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1317, folio 420 etc..

Original Amount of Mortgage	$ 11,000.00
Amount Paid on Account	349.99
	$ 10,650.01
Interest to 10/30/61	53.25
	$ 10,703.26
Expense Account Refund	85.41
Amount due	$ 10,617.85

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th, day of September, 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 treu statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due andunpaid.

WITNESS my hand And Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public

FILED

1961 OCT -4 AM 11:59

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 135 PAGE 583

LIBER 11 PAGE 128

Edward J. Brannan, Attorney named in the Mortgage

vs.

William E. Sheppard and Dorothy W. Sheppard, his wife

BOND OF Attorney

TO SELL Real Estate

No. 14,628 Equity

KNOW ALL MEN BY THESE PRESENTS: That we,

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

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirteen Thousand and 00/100 ---------- Dollars ($ 13,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 28th day of September , 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 William E. Sheppard and Dorothy W. Sheppard, his wife to Leeds Federal Savings and Loan Association bearing date the 30th day of July , 1959 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1317 Folio 420 and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Harold T. Axtell

Harold T. Axtell, Attorney-in-fact

B. L. Bolling

B.L. Bolling, Witness to Surety

FILED

1961 OCT -4 AM 11:59

Bond approved this 4th day of October, 1961

George T. Cromwell, Clerk

EDWARD J. BRANNAN
Solicitor
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE WATERFRONT FEE SIMPLE PROPERTY

Situate and fronting 108 feet, more or less, on the Magothy River and running thru to Inverness Road, Riverdale.

By virtue of and pursuant to the power of sale contained in the mortgage from William E. Sheppard and Dorothy W. Sheppard, his wife, to the Leeds Federal Savings and Loan Association, dated July 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1317, folio 420 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in Mortgage, will sell at public auction, on the premises, on

MONDAY, November 6, 1961 at 2 O'Clock P.M.

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

BEGINNING for the same on the east side of Inverness Road at a distance of 151.35 feet northerly from the Northeast corner of Inverness and Riverdale Roads and at the division line between Lots numbered 12 and 13 on the Plat of Riverdale on the Magothy, which plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 1, Section 3, folio 235, and now recorded in Plat Book 15, folio 20 and running thence along said division line South 83 degrees 30' East 257 feet to the waters, of the Magothy River, thence binding on the waters of the Magothy River 108 feet, more or less to the division line between lots numbered 14 and 15, as shown on said Plat, thence along said division line North 83 degrees 30' West 245 feet to the easternmost line of Lot numbered 17, as shown on said Plat, thence binding on the easternmost line of said Lot numbered 17 North 2½ degrees East 70 feet, thence North 83½ degrees West 50.05 feet to the east side of Invernessa Road and thence binding on the east side of Inverness Road North 2½ degrees East 30 feet to the place of beginning. Meaning and intending to convey Lots numbered 13 and 14, as shown on the Plat of Riverdale on the Magothy.

No. 9

The aforesaid lot of ground is improved with a One (1) Story Frame Dwelling, containing five (5) rooms and one (1) bath, oil forced-air heat.

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

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

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

EDWARD J. BRANNAN,
Atty. Named in Mtge.
E. T. NEWELL & CO., INC.
Auctioneers

N-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 584

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed Mortgage Sale William E. Sheppard 4,628

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 12th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1961 NOV -6 AM 10:55

LIBER 135 PAGE 585

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL CO.
vs.	*	
William E. Sheppard and Dorothy W. Sheppard, his wife	*	In Equity 14,628

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on 6th day of November, 1961, he sold at public auction, for the highest price obtainable, to Carl Gonnsen + Sons Inc the following described property:

Lots numbered 13 and 14, as shown on the Plat of Riverdale on the Magothy, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 20, at and for the price of Eleven Thousand Three Hundred fifty Dollars ($11350.00).

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

Witness:

E. T. NEWELL & CO., INC.

Betty Y. Trueschler

BY: [signature] 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 Eleven Thousand Three Hundred fifty Dollars (11350.00).

Witness the hands and seals of the said Purchasers.

Witness:

Carl Gonnsen Jr. (SEAL)

Edward J. Brannan

By: Carl Gonnsen (SEAL)

FILED

1961 NOV 10 AM 9:53

Edward J. Brannan Attorney Named in Mortggge	*	In The Circuit Court
	*	For
vs.	*	Anne Arundel County
William E. Sheppard and Dorothy W. Sheppard, his wife	*	(In Equity)
	*	No. 14,628

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

Report Of Sale

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated July 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1317, folio 420 etc., from William E. Sheppard and Dorothy W. Sheppard, 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 6th day of November, 1961 at 2 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Carl Gonnsen & Son, Inc., at and for the sum of Eleven Thousand Three Hundred Fifty Dollars ($11,350.00), which said price was the highest amount bid for the property.

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

FILED

1961 NOV 10 AM 9:53

11

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of November, 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.

EDW. BRANNAN

541 Equitable Building
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE WATERFRONT FEE SIMPLE PROPERTY

Situate and fronting 108 feet, more or less, on the Magothy River and running thru to Inverness Road, Riverdale.

By virtue of and pursuant to the power of sale contained in the mortgage from William E. Sheppard and Dorothy W. Sheppard, his wife, to the Leeds Federal Savings and Loan Association, dated July 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1317, folio 420 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in Mortgage, will sell at public auction, on the premises, on

MONDAY, November 6, 1961 at 2 O'Clock P.M.

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

BEGINNING for the same on the east side of Inverness Road at a distance of 151.35 feet northerly from the Northeast corner of Inverness and Riverdale Roads and at the division line between Lots numbered 12 and 13 on the Plat of Riverdale on the Magothy, which plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 1, Section 3, folio 235, and now recorded in Plat Book 15, folio 20 and running thence along said division line South 83 degrees 30' East 257 feet to the waters, of the Magothy River, thence binding on the waters of the Magothy River 108 feet, more or less to the division line between lots numbered 14 and 15, as shown on said Plat, thence along said division line North 83 degrees 30' West 245 feet to the easternmost line of Lot numbered 17, as shown on said Plat, thence binding on the easternmost line of said Lot numbered 17 North 2½ degrees East 70 feet, thence North 83½ degrees West 50.05 feet to the east side of Invernesss Road and thence binding on the east side of Inverness Road North 2½ degrees East 30 feet to the place of beginning. Meaning and intending to convey Lots numbered 13 and 14, as shown on the Plat of Riverdale on the Magothy.

The aforesaid lot of ground is improved with a One (1) Story Frame Dwelling, containing five (5) rooms and one (1) bath, oil forced-air heat.

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

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

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

EDWARD J. BRANNAN,
Atty. Named in Mtge.
E. T. NEWELL & CO., INC.
Auctioneers

N-2

LIBER 135 PAGE 588

ORDER NISI

LIBER 135 PAGE 589

EDWARD J. BRANNAN

ATTORNEY NAMED IN MORTGAGE

versus

WILLIAM E. SHEPPARD and

DOROTHY W. SHEPPARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,628 Equity

Ordered, this 10th day of November, 19 61, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, Attorney named in Mortgage

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

The report states that the amount of sale was $ 11,350.00

Filed 10 November 1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN

ATTORNEY NAMED IN MORTGAGE

versus

WILLIAM E. SHEPPARD and

DOROTHY W. SHEPPARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of December, 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 DEC 19 PM 2:26

LIBER 135 PAGE 590

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,628 Equity
EDWARD J. BRANNAN
Attorney Named in Mortgage
VERSUS
WILLIAM E. SHEPPARD and DOROTHY W. SHEPPARD, his wife

Ordered, this 10th day of November, 1961, That the sale of the property in these proceeedings 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 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.

The report states that the amount of sale was $11,350.00.

GEORGE T. CROMWELL Clerk
True Copy. TEST:
GEORGE T. CROMWELL Clerk
D-7

OFF. OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,628 William E. Sheppard

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 December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
DEC 14 PM 1:01

No. M. G. 24/1961

By Hazel Tilghman

In the Case of

LIBER 135 PAGE 591

Edward J. Brannan,
Attorney named in Mortgage

vs.

William E. Sheppard
and
Dorothy W. Sheppard, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,628 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Rocklin
Auditor.

January 3, 1962

Dr. Edward J. Brannan, Attorney named in Mortgage vs. William E. Sheppard and Dorothy W. Sheppard, his wife in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	372	94	522	94
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	49	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	34	60		
U.S. Fidelity & Guaranty Co.-bond premium	52	00		
E.R. Newell & Co.,Inc. -auctioneer's fee	100	00		
Marguerite E. Wolf - notary fees	1	50	264	10
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,607	86	10,607	86
			11,446	40
Amount of mortgage claim filed	10,617	85		
Interest @ 6% on principal balance of $10,650.01 from 10/30/61 to 2/14/62 - 3 months 15 days	186	38		
	10,804	23		
Cr. Amount allowed above	10,607	86		
Balance subject to decree in personam	196	37		

16

with

Cr.

Edward J. Brannan, Attorney named in Mortgage

1961						
Nov.	6	Proceeds of Sale	11,350	00		
		Interest on deferred payment of $10,850.00 to 12/21/61	81	38	11,431	38
		Refund 1961 State and County taxes	15	02	15	02
					11,446	40

ORDER NISI

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

William E. Sheppard
and
Dorothy W. Shepard, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,628 Equity.

FILED 1962 JAN -5 A 10:13

ORDERED, This 5th day of January, 19 62, 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 February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

George T. Cromwell
Judge

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED 1962 FEB 14 PM 2:07

Matthew S. Evans

LIBER 135 PAGE 595

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,628 Equity
EDWARD J. BRANNAN,
Attorney named in Mortgage
VERSUS
WILLIAM E. SHEPPARD and DOROTHY W. SHEPPARD, his wife

Ordered, this 5th day of January, 1962, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
J-25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,628
Auditor Account

William E. Sheppard

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 February, 1962. The first insertion being made the 11th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 25115 1962 JAN 29 PM 2:33 By Hazel Tilghman

LIBER 135 PAGE 596

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PAUL WILLIAM SULLIVAN AND ELEONORA L. SULLIVAN, HIS WIFE	:	(In Equity)

Mr. Clerk:

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

1. Original Mortgage from Paul William Sullivan and Eleonora L. Sullivan, his wife to Baltimore Federal Savings and Loan Association, dated October 20th, 1959 and recorded among theLand Records of Anne Arundel County in Liber G.T.C. No. 1342 folio 256.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Md.

Le 9-6841

FILED

1961 SEP 18 AM 9:29

VA Form VB4-6316 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 1342 PAGE 256

MARYLAND

No. 14,595 Equity

LIBER 135 PAGE 597

MORTGAGE

THIS MORTGAGE, made this 20th day of October, A. D. 19 59, by and between PAUL WILLIAM SULLIVAN and ELEONORA L. SULLIVAN, 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 TWO HUNDRED NINETY and 00/100 Dollars ($ 12,290.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-seven and 87/100 Dollars ($ 67.87), commencing on the first day of November, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1989. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 50 as laid down and shown on the Plat entitled "Section 2, Sun Valley" which Plat is dated September 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 58. The improvements thereon being known as 836 Barbara Court.

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

FILED

1961 SEP 18 AM 9:29

* 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 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:

Range
Refrigerator
Washer
Dryer

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 19th 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 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

4

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

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

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

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

Witness:

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

Paul William Sullivan [SEAL]
Paul William Sullivan

[SEAL]

Eleonora L. Sullivan [SEAL]
Eleonora L. Sullivan

[SEAL]

LIBER 135 PAGE 600

STATE OF MARYLAND, **City of Baltimore** to wit: BOOK 1342 PAGE 260

I HEREBY CERTIFY, That on this **20th** day of **October**, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City~~ **Baltimore County** ~~aforesaid~~, personally appeared **Paul William Sullivan and Eleonora L. Sullivan, his wife** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their** act.

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

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

MAURICE F. MACKEY, JR. NOTARY PUBLIC BALTIMORE CO., MD.

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

Rec'd for record Oct. 22, 1959 at 12:09 P.M.
Mailed to The Colonial Title Guarantee Co.

52268

IN THE CIRCUIT COURT
FOR
BALTIMORE COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

PAUL WILLIAM SULLIVAN AND
ELEONORA L. SULLIVAN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 135 PAGE 601 No. 14,595 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of September, 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, Paul William Sullivan and Eleonora L. Sullivan, his wife

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

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1961 SEP 18 AM 9:29

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

PAUL WILLIAM SULLIVAN AND

ELEONORA L. SULLIVAN, HIS WIFE

IN THE

LIBER 135 PAGE 602

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14595

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Paul William Sullivan and Eleonora L. Sullivan, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **20th** day of **October** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. 1342 Folio 256 .

Amount of Mortgage	$12,290.00
Less - amount paid on principal	203.25
	12,086.75
Plus - interest to 10/13/61	551.68
	12,638.43
Plus - overdraft in expense account	128.48
	12,766.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **12th** day of **September** 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 SEP 18 AM 9:29

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 Paul William Sullivan and Eleanora L. Sullivan, his wife to Baltimore Federal Savings and Loan Association, dated October 20th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1342 folio 256 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis on

Wed., Oct. 25, 1961
at 3:30 P. M. (E.D.T.)

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

BEING known and designated as Lot No. 50 as laid down and shown on the Plat entitled "Section 2, Sun Valley" which Plat is dated September 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 58. The improvements thereon being known as 836 Barbara Court.

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 modern ranch type dwelling, containing 6 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

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

O-19

OFFI[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 135 PAGE 603

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Attorney's Sale

Paul William Sullivan

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 October, 1961. The first insertion being made the 28th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 OCT 24 PM 2 By Thomas Tate

Mortgagee and Attorney's Bond. 1-369

LIBER 135 PAGE 604 LIBER 11 PAGE 142

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 339447 No. 14,595 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 TWELVE THOUSAND, EIGHT HUNDRED AND NO/100 ($12,800.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 24th day of October in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Paul William Sullivan and Eleanora L. Sullivan, his wife to the Baltimore Federal Savings & Loan Association bearing date the 20th day of October nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1342, Folio 256, and

is about to sell the land and premises described in said Mortgage, 836 Barbara Court 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 W. Smith
XXXXXX WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 OCT 25 AM 9:19

...nd approved this 25th day of October, 1961
George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
PAUL WILLIAM SULLIVAN AND ELEONORA L. SULLIVAN, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 14,595

LIBER 135 PAGE 605

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **October 20th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1342 folio 256** from said **Paul William Sullivan and Eleonora L. Sullivan, 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 **25th** day of **October,** ~~xxx~~ **1961 at 3.30 P.M., attend at the Court House Door in Annapolis** ~~attended 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. 50 as laid down and shown on Plat entitled "Section 2, Sun Valley" which Plat is dated September 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 58, the improvements whereon are known as No. 836 Barbara Court; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 OCT 27 PM 1:24

1b

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Paul William Sullivan and Eleanora L. Sullivan, his wife to Baltimore Federal Savings and Loan Association, dated October 20th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1342 folio 256 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis on

Wed., Oct. 25, 1961 at 3:30 P. M. (E.D.T.)

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

BEING known and designated as Lot No. 50 as laid down and shown on the Plat entitled "Section 2, Sun Valley" which Plat is dated September 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 58. The improvements thereon being known as 836 Barbara Court.

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 modern ranch type dwelling, containing 6 rooms (3 bedrooms) 1 bath, forced warm-air gas fired heat.

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

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

10-19

LIBER 135 PAGE 606

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 said property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Twelve Thousand five Hundred ($12,500.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of October, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 135 PAGE 607

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

PAUL WILLIAM SULLIVAN AND
ELEONORA L. SULLIVAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,595 Equity

Ordered, this 27th day of October, 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 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.

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

Filed Oct.27,1961
True Copy,

George T Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
named in Mortgage

versus

PAUL WILLIAM SULLIVAN AND
ELEONORA L. SULLIVAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December, 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 DEC -8 AM 10:02

LIBER 135 PAGE 608

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,595 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
PAUL WILLIAM SULLIVAN and ELEANORA L. SULLIVAN, his wife

Ordered, this 27th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in the mortgage 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-21

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 2, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,595 Paul William Sullivan,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of December, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 24111

FILED By Hazel Tilghman

1961 DEC -5 PM 12:18

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Paul William Sullivan
and
Eleonora L. Sullivan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,595 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. Jackson
Auditor.

December 28, 1961

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Paul William Sullivan and Eleonora L. Sullivan, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	407	81	457	81
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	51	20		
E.T. Newell & Co., Inc. - auctioneer's fee	35	00		
One-half Federal documentary stamps	6	87		
One-half State documentary stamps	13	75		
Clara M. Link - notary fees	1	50	201	84
To Attorney for Taxes, viz:				
1961 State and County taxes ($201.12) - 9 months 25 days	164	28	164	28
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($60.00) due 4/19/62 - 6 days	1	96	1	96
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,711	86	11,711	86
			12,593	75
Amount of mortgage claim filed	12,766	91		
Interest @ 5¼% on principal balance of $12,086.75 from 10/13/61 to 2/6/62 - 3 months 24 days	200	94		
	12,967	85		
Cr. Amount allowed above	11,711	86		
Balance subject to decree in personam	1,255	99		

5

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Oct.	25	Proceeds of Sale	12,500	00		
		Interest on deferred payment to 12/8/61	93	75	12,593	75
					12,593	75

LIBER 135 PAGE 612

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Paul William Sullivan

and

Eleonora L. Sullivan, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,595 Equity.

FILED 1962 JAN -5 AM 10:14

ORDERED, This 5th day of January, 1962, 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 February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

George T. Cromwell
Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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.

FILED
1962 FEB 14 PM 2:07

Matthew L. Evans

LIBER 135 PAGE 613

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,595 Equity
WALTER S. CALWELL,
Attorney named in Mortgage.
VERSUS
PAUL WILLIAM SULLIVAN and ELEONORA L. SULLIVAN, his wife

Ordered, this 5th day of January, 1962, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of Februery next.

GEORGE T. CROMWELL Clerk
True Copy TEST:
GEORGE T. CROMWELL Clerk
J-25

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed Order Nisi Eq. 14,595 Auditor Account Paul William Sullivan

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 February, 1962. The first insertion being made the 11th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 25114 1962 JAN 29 PM 2:33 By Hazel Tilghman