LIBER 136 PAGE 1

ENERVES TAYLOR BROOKS
ELLSWORTH BROOKS, her husband
1113 Crain Highway, North
Glen Burnie, Maryland

Complainants

vs

VICTORIA TAYLOR COATES
HARRY COATES, her husband
Jones Station
Severna Park P.O. Maryland

and

SOLDEN NICHOLSON
1112 Crain Highway, North
Glen Burnie, Maryland

and

JOHN ELDER NICHOLSON
1112 Crain Highway, North
Glen Burnie, Maryland

and

WINFRED NICHOLSON
GLORIA NICHOLSON, his wife
1112 Crain Highway, S.J.
Glen Burnie, Maryland

and

FREDRICK C. SMITH
GRACE NICHOLSON SMITH, his wife
Carr's Beach
Annapolis P.O., Maryland

and

ORSMEL C. NICHOLSON
GRACE E. NICHOLSON, his wife
1112 Crain Highway, North
Glen Burnie, Maryland

and

ROSALINE NICHOLSON YOUNG
WOODROW YOUNG
4009 Clay Place
Washington, D.C.

and

CYNTHIA NICHOLSON SMOTHERS
ARCHIE R. SMOTHERS, her husband
2023 Wheeler Avenue
Baltimore, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

NO. 12253

FILED

1957 JUL 30 PM 2:24

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Enerves Taylor Brooks and Ellsworth Brooks, her husband, by Michael Demyan, their solicitor, respectfully represent:

1. That by Deed dated November 27, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 353, folio 256, a certain parcel of land with improvements thereon was conveyed to Winfield Taylor and Laura Taylor, his wife, a certified copy of said Deed is filed herewith as Complainant's Exhibit No. 1.

2. That the said Laura Taylor departed this life on or about the 10th day of ~~August, 1951,~~ September, 1947 leaving surviving her the said Winfield Taylor who departed this life on May 3, 1957, intestate, leaving surviving him, as his heirs at law, Victoria Coates, Sister; Enerves Taylor Brooks, sister; John Elder Nicholson, nephew; Winfred F. Nicholson, nephew; Orswel S. Nicholson, nephew; Roseline Nicholson Young, neice; Cynthia Nicholson Smothers, neice; Grace Nicholson Smith, a neice; and Solden Nicholson, a brother-in-law and surviving husband of Frances Taylor Nicholson, a deceased sister. ?

3. That there has been no administration of the estate of the said Winfield Taylor, deceased, nor notice to creditors published.

4. That your Complainants are tenants in common with the Defendants herein of undivided interests in said property and because of the nature of the property and improvements thereon, it is not susceptible of partition in kind between the parties hereto without loss or injury to their respective interests therein.

5. That it will be for the best interest and advantage of all parties that the said real estate be sold and the proceeds thereof divided among them according to their respective interests.

WHEREFORE, YOUR COMPLAINANTS PRAY:

A. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the monies arising from such sale be divided among the parties according to their respective rights and interests.

B. That the Trustee or Trustees be appointed to make sale of said property, receive the purchase price and to convey the property to the purchasers thereof upon ratification of sale.

C. That your Complainants be allowed to run a notice to creditors according to Law and Rules of Court.

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

AND AS IN DUTY BOUND, etc.

Enerves Taylor Brooks
Enerves Taylor Brooks

Ellsworth Brooks
Ellsworth Brooks

Michael Demyan
Michael Demyan
16 Crain Highway, SW
Glen Burnie, Maryland
Southfield 6-6340
Solicitor for Complainants

ENERVES TAYLOR BROOKS
ELLSWORTH BROOKS
1113 Crain Highway, North

Complainants

VS

VICTORIA TAYLOR COATES
HARRY COATES, et al
Jones Station
Severna Park P.O., Maryland

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 12 253

ORDER TO PUBLISH NOTICE TO CREDITORS

Upon the aforegoing Bill of Complaint, it is ORDERED this 1st day of August, 1957, by the Circuit Court for Anne Arundel County, in Equity, that Michael Demyan, Solicitor for Petitioners, give notice to all persons having claim against the Estate of Winfield Taylor, deceased, to file their claim properly authenticated with the Clerk of this Court on or before the 1st day of November, 1957, by causing a copy of this order to be published in some weekly newspaper published in Anne Arundel County, once a week for four successive weeks before the 9th day of September, 1957.

Benjamin Macbeth
Judge

FILED

1957 AUG -1 PM 3:37

4

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY, No. 12,253
ENERVES TAYLOR BROOKS
ELLSWORTH BROOKS
1113 Crain Highway, North

Complainants

Versus

VICTORIA TAYLOR COATES
HARRY COATES, et al
Jones Station
Severna Park P.O., Maryland

Defendants

Order To Publish Notice To Creditors

Upon the aforegoing Bill of Complaint, it is ORDERED this 1st day of August, 1957, by the Circuit Court for Anne Arundel County, in Equity, that Michael Demyan, Solicitor for Petitioners, give notice to all persons having claim against the Estate of

WINFIELD TAYLOR,

deceased, to file their claim properly authenticated with the Clerk of this Court on or before the

1st DAY OF NOVEMBER, 1957,

by causing a copy of this order to be published in some weekly newspaper published in Anne Arundel County, once a week for four, successive weeks before the 9th day of September, 1957.

BENJAMIN MICHAELSON, Judge
True Copy:: TEST:
GEORGE T. CROMWELL, Clerk

A-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 5

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1957

We hereby certify, that the annexed

Order to Publish
notice to Creditors
Eq. 12,253
Winfield Taylor

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 last day of November, 1957. The first insertion being made the 8th day of August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 13008 1957 SEP 10 PM 1:17

By H. Tilghman

Enerves Taylor Brooks and Ellsworth Brooks, her husband Complainants	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
Victoria Taylor Coates and Harry Coates, her husband et. al.	*	ANNE ARUNDEL COUNTY
	*	EQUITY #12,253

* *

ANSWER OF Victoria Taylor Coates and Harry Coates, her husband

* *

TO THE HONORABLE, THE JUDGES OF SAID COURT

Now comes Victoria Taylor Coates and Harry Coates, her husband, and answering the Bill of Complaint heretofor filed against them respectfully say:

1. That they admit the allegations of the Bill of Complaint and consent to the passage of a decree for the sale of the property therein mentioned and for the appointment of trustees to make said sale and that they suggest that Michael Demyan and Arthur A. Anderson, Jr. be appointed as trustees to make such sale.

Arthur A. Anderson, Jr.
Solicitor for Victoria Taylor Coates
Maryland Inn Building
Annapolis, Maryland
Colonial 8=1729

Victoria Taylor Coates
Victoria Taylor Coates

Harry Coates
Harry Coates

I hereby certify that on this 16th day of October, 1957, I mailed postage prepaid a copy of the foregoing answer to Michael Demyan, Solicitor for Complainants, 16 Crain Highway,S.W., Glen Burnie, Maryland.

Arthur A. Anderson, Jr.

FILED

1957 OCT 16 PM 1:57

6

LIBER 136 PAGE 7

ENERVES TAYLOR BROOKS and ELLSWORTH BROOKS, her husband
Complainants

vs

VICTORIA TAYLOR COATES and HARRY COATES, her husband et al
Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,253

PETITION TO AMEND BILL OF COMPLAINT

TO THE HONORABLE, JUDGES OF SAID COURT:

The Petition of Enerves T. Brooks and Ellsworth Brooks, her husband, by Michael Demyan their solicitor, respectfully represents:

1. That hereto, on the 1st day of August, 1957, the Complainants had filed their Bill of Complaint herein, whereby they prayed for the partition of certain lands which were the property of Winfield Taylor, deceased.

2. That one of the exhibits with said Bill of Complaint is a deed dated November 27, 1945 and recorded among the Land Records of Anne Arundel County in Liber J. J. H. 353 folio 256. Wherein there are described two parcels of land which are taken as the property of the said Winfield Taylor, deceased.

3. That a title search has revealed that the land in the aforesaid deed had been sub-divided into lots which comprise all those lots shown on the plat of Winfield Taylor's property recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 3, and the said Winfield Taylor having sold all of those lots as shown on said plat, except lots numbers 2, 3, and 6 which he possessed at the time of his death.

WHEREFORE, your Petitioners pray that they be permitted to amend their Bill of Complaint and substitute descriptions of lots no. 2, 3, and 6 on Winfield Taylor property as recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 3, for the description and references contained in paragraph one of the original Bill of Complaint.

AND AS IN DUTY BOUND, etc.

FILED

1958 JUN 19 PM 3:50

Michael Demyan

Michael Demyan
Solictor for Complainant

7

LIBER 136 PAGE 8

No. 12,253
Equity

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this 23rd day of June, 1958 by the Circuit Court for Anne Arundel County in Equity that the Complainants, Enerves Taylor Brooks and Ellsworth Brooks, her husband, be, and they are hereby, authorized to amend the Bill of Complaint in a manner as prayed in the aforesaid Petition.

Benjamin Michaelson
Judge.

FILED
1958 JUN 23 PM 2:00

ENERVES TAYLOR BROOKS AND
ELLSWORTH BROOKS, her husband
1113 Crain Highway, North
Glen Burnie, Maryland

Complainants

vs

VICTORIA TAYLOR COATES AND
HARRY COATES, her husband
Jones Station
Severna Park P.O., Maryland

and

GOLDEN NICHOLSON
1112 Crain Highway, North
Glen Burnie, Maryland

and

JOHN ELDER NICHOLSON
1112 Crain Highway, North
Glen Burnie, Maryland

and

WINFRED NICHOLSON AND
GLORIA NICHOLSON, his wife
1112 Crain Highway, S. M.
Glen Burnie, Maryland

end

FREDERICK C. SMITH AND
GRACE NICHOLSON SMITH, his wife
Carr's Beach
Annapolis, Maryland

and

ORSHEL S. NICHOLSON AND
GRACE NICHOLSON, his wife
1112 Crain Highway, North
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

NO. 12,253

FILED

1950 SEP -9 PM 3:27

9

ROSELINE NICHOLSON YOUNG AND
WOODROW YOUNR, her husband
4009 Clay Place
Washington, D. C.

and

CYNTHIA NICHOLSON SMOTHERS AND
ARCHIE R. SMOTHERS, her husband
2023 Wheeler Avenue
Baltimore, Maryland

Defendants

. . . . . .

AMENDED BILL OF COMPLAINT

. . . . . .

TO THE HONORABLE, JUDGES OF SAID COURT:

Enerves Taylor Brooks and Ellsworth Brooks, her husband, by Michael Demyan, their solicitor, respectfully shows:

1. That by deed dated November 27, 1945 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 353, folio 256 a certain parcel of land with improvements thereon was conveyed to Winfield Taylor and Laura Taylor, his wife; the above referred to land had been sub-divided into lots which have been sold and are remaining unsold by Winfield Taylor, Lots No. 2, 3, and 6, as shown on the plat of Winfield Taylor property and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 3; a copy of which plat is filed herewith as Complainant's exhibit No. one.

2. That the said Laura Tay,or departed this life on or about September 10, 1947 leaving surviving her the said Winfield Taylor who departed this life on May 3, 1957 intestate leaving surviving him as his heirs at law, as follows: Victoria Coates, Sister; Enerves Taylor Brooks, Sister; John Elder Nicholson, Nephew; Winfred F. Nicholson, Nephew; Orswel S. Nicholson, Nephew; Roseline Nicholson Young, Niece; Cynthia Nicholson Smothers, Neice; Grace Nicholson Smith, Neice; and Solden Nicholson, a Brother-in-law and surviving husband of Frances Taylor Nicholson, a deceased sister.

3. That there has been no administration of the estate of the said Winfield Taylor, deceased, nor notice to creditors published.

4. That your Complainants are tenants in common with the Defendants herein of undivided interests in said property and because of the nature of the property and improvements thereon, it is not susceptible of partition in kind between the parties hereto without loss or injury to their respective interests therein.

5. That it will be for the best interest and advantage of all parties that the said real estate be sold and the proceeds thereof divided among them according to their respective interests.

WHEREFORE, YOUR COMPLAINANTS PRAY:

a. That this Honorable Court pass a Decree for the sale of the property herein mentioned, and that the monies arising from such sale be divided among the parties according to their respective rights and interests.

b. That the Trustee or Trustees be appointed to make sale of said property, receive the purchase price, and to convey the property to the purchasers thereof upon ratification of sale.

c. That your Complainants be allowed to run a notice to creditors according to Law and Rules of Court.

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

AND AS IN DUTY BOUND, etc.

Enerves Taylor Brooks
Enerves Taylor Brooks

Ellsworth Brooks
Ellsworth Brooks

Michael Demyan
Michael Demyan
16 Crain Highway S. W.
Glen Burnie, Maryland
Southfield 6 6340
Solicitor for Complainants

LIBER 136 PAGE 12

ENERVES TAYLOR BROOKS and
ELLSWORTH BROOKS, her husband
1113 Crain Highway, North
Glen Burnie, Maryland

Complainant

vs

VICTORIA TAYLOR COATES and
HARRY COATES, her husband et al
Jones Station
Severna Park P. O., Maryland

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

NO. 12,253

ORDER TO PUBLISH NOTICE TO CREDITORS

Upon the foregoing Bill of Complaint, it is Ordered this 11th day of September, 1958 by the Circuit Court for Anne Arundel County, in Equity, that Michael Demyan, Solicitor for Petitioners, give notice to all persons having claim against the Estate of Winfield Taylor, deceased, to file their claim properly authenticated with the Clerk of this Court on or before the 26th day of December, 1958, by causing a copy of this order to be published in some weekly newspaper in Anne Arundel County, once a week for four successive weeks before the 25th day of October, 1958.

Benjamin Michaelson
Judge

FILED

1958 SEP 13 AM 11:26

12

LIBER 136 PAGE 13

Enerves Taylor Brooks and Ellsworth Brooks, her husband Complainants	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
Victoria Taylor Coates and Harry Coates, her husband et. al.	*	ANNE ARUNDEL COUNTY
	*	EQUITY # 12,253

* *

ANSWER of Victoria Taylor Coates and Harry Coates, her husband

* *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Victoria Taylor Coates and Harry Coates, her husband, and answering the Amended Bill of Complaint heretofore filed against them respectfully say:

1. That they admit the allegations of the Amended Bill of Complaint and consent to the passage of a decree for the sale of the property therein mentioned and for the appointment of trustees to make said sale and that they suggest that Michael Demyan and Arthur A. Anderson, Jr. be appointed as trustees to make such sale.

Arthur A. Anderson, Jr.
Solocitor for Victoria Taylor Coates
Maryland Inn Building
Annapolis, Maryland
Colonial 8-1729

Victoria Taylor Coates
Victoria Taylor Coates

Harry Coates
Harry Coates

I hereby certify that on this 15th day of October, 1958, I mailed postage prepaid a copy of the foregoing answer to Michael Demyan, Solicitor for Complainants, 16 Crain Highway, S. W., Glen Burnie, Maryland.

Arthur A. Anderson, Jr.

FILED
1958 OCT 15 AM 11:56

13

IN
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY,
MARYLAND
In Equity No. 12,253

ENERVES TAYLOR BROOKS
and
ELLSWORTH BROOKS, her
husband
1113 Crain Highway, North
Glen Burnie, Maryland
Complainant

VERSUS

VICTORIA TAYLOR COATES and
HARRY COATES, her husband
et al
Jones Station
Severna Park P.O., Maryland
Defendants

Order To Publish

Notice To Creditors

Upon the foregoing Bill of Complaint, it is ordered this 11th day of September, 1958 by the Circuit Court for Anne Arundel County, in Equity, that Michael Demyan, Solicitor for Petitioners, give notice to all persons having claim against the Estate of Winfield Taylor, deceased, to file their claim properly authenicated with the Clerk of this Court on or before the 26th day of December, 1958, by causing a copy of this order to be published in some weekly newspaper in Anne Arundel County, once a week for four successive weeks before the 25th day of October, 1958.
BENJAMIN MICHAELSON, Judge
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-9

FILED
No. M. G. 5 23/
1958 OCT 22 PM 12:47

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 14

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1958

We hereby certify, that the annexed
Notice to Creditors
Estate of
Winfield Taylor.

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, 1958. The first insertion being made the 18th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

LIBER 136 PAGE 15

ENERVES TAYLOR BROOKS, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
VICTORIA TAYLOR COATES, et al,	:	ANNE ARUNDEL COUNTY
Defendants.	:	NO. 12,253 EQUITY

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

TESTIMONY ON BEHALF OF PLAINTIFFS.

February 18, 1959, & March 3, 1959.

Present:

Mr. Michael Demyan, Solicitor for Plaintiffs.

Mr. Arthur A. Anderson, Jr., Solicitor for Defendants.

Mr. Malcolm B. Smith, Court Examiner.

Mrs. Shirley M. Miller, Court Stenographer.

Witnesses:

Lawrence W. Hobbs, pages 2 - 3

Henry M. Bachman, pages 4 - 5

Victoria Coates, pages 6 - 9

Ernest J. Chaffon, pages 10 - 12

Enerves Brooks, pages 13 - 15

FILED

1959 MAR 16 AM 9:39

Lawrence W. Hobbs, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan, direct examination)

1. Give your full name and address.

A. Lawrence W. Hobbs, 7 Seventh Avenue, Glen Burnie, Maryland.

2. What is your occupation?

A. Real Estate Broker.

3. How long have you been in the real estate business?

A. Fifteen years.

4. In what area have you been conducting your business?

A. Northern Anne Arundel County, that takes care of Brooklyn Park on down to the bridge.

5. Have you made sales and appraisals in this area?

A. Yes, I have.

6. Have you visited this property which is the subject of discussion here?

A. Yes, we did, I did.

7. Will you briefly describe this property?

A. Yes. This is located on the west side of Crain Highway, in the rear of the Tremond. There is two lots, lot number two is 50' by 200'. Lot number 3 is 100' by 200'. There is also a dwelling on the piece of property which was built in approximately 1914. There is a garage, also a nice front porch, storm windows and screens on the property. There is no basement, no central heating plant.

8. In your opinion, what is the fair market value of this piece of property?

A. The total evaluation on land and dwelling, $11,443.60.

9. What value do you place on the land?

.2

1C

A. Lot number 2, which is the smaller of the two lots, is $1,800.00. Lot number 3, $3,600.00.

10. What is the zoning on this piece of property?

A. Residential.

11. Now in your opinion do you believe this property could be subdivided without doing any damage to the property as such?

A. Not very well. The house, the dwelling sits on lot number two and part on lot number three.

12. In your opinion what is the best way to dispose of this property?

A. Outward sale.

13. In your opinion could this property be divided among the interested parties so as not to injure the interest of each of those parties?

A. Not very well, because of the way the dwelling sits on there, on lot number two and three, and you wouldn't have much building space on the other side.

14. Mr. Hobbs, were you given a plat showing the subdivision of the property?

A. Yes.

15. What were the numbers of the lots you looked at?

A. Number two and three.

(Mr. Anderson waives cross examination)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer Laurence W. Hobbs NO

Signature.....

Henry M. Bachman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan, direct examination)

1. Will you give your full name and address?

A. Henry M. Bachman, Severna Park, Maryland.

2. What is your occupation?

A. Real estate broker.

3. How long have you been in the real estate business?

A. I have been in it since 1946.

4. Have you made sales and appraisals in and about Anne Arundel County?

A. I have.

5. Are you familiar with the property values in and around the County?

A. I am.

6. Have you made appraisals in Anne Arundel County?

A. Yes.

7. Have you made sales in Anne Arundel County?

A. Yes.

8. Have you visited the property which is the subject of our discussion here?

A. I have visited the property located on the west side of the Old U.S. Route 301, which is just north of the business section of Glen Burnie, and I believe it is in the Winfield Taylor estate.

9. Will you briefly describe that property?

A. The property consists of two lots, one lot being 50' by 200' and the other 100' by 200'. It is improved by a two story frame dwelling that is quite old. It has storm windows and screens on the outside, jalousie windows on the front porch and asbestos shingles have

been added in the last few years. There is a living room and a kitchen with a space heater in it. There is no basement and two bedrooms and a bath on the second floor.

10. In your opinion what is the fair market value of the property?

A. In my opinion the fair market value of the entire property would be $10,785.00.

11. What value do you place on the land?

A. The value of the land at 150' frontage at $35.00 a front foot, or $5250.00.

12. What do you value the improvements?

A. The improvements depreciated, $5,535.00.

13. Now in your opinion could this property be divided among the parties of interest without damage to the interest of the parties?

A. No, it could not. There is a one car garage which is located between the two lots, I would say.

14. In your opinion what would be the best way to dispose of this property?

A. The best way to dispose of it would be to sell it.

15. Do you know what the zoning on this property is?

A. It is zoned residential.

(Mr. Anderson waives cross examination)

(Mr. Demyan)

1. Have you been supplied with a plat of the subdivision of this land?

A. I have.

2. What were the numbers of the lots you looked at?

A. Number two and number three.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer No

Signature Henry M. Bachman

Victoria Coates, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson, direct examination)

1. Mrs. Coates, would you tell us your name and address?

A. My name is Victoria Coates, Severna Park, Maryland.

2. Who were Winfield Taylor and Laura Taylor?

A. Winfield Taylor was the son of Priscilla Taylor and John Taylor and Laura Taylor was his wife.

3. What relation was Winfield Taylor to you?

A. He was my brother.

4. Is Laura Taylor alive?

A. She is dead.

5. When did she die?

A. I just couldn't say when she died.

6. About how long has she been dead?

A. Well I would say it has been ten years.

7. Did she die before Winfield Taylor?

A. She died before he did.

8. Mrs. Coates, before their death did Winfield and Laura Taylor own any property in Anne Arundel County?

A. Well he owned property.

9. Can you, of your own knowledge, tell us what property he did own?

A. I know the property that he purchased.

10. What property did he purchase?

A. He purchased my mother and father's property.

11. Now were was that property?

A. Near Furnace Branch, at the top of Furnace Branch.

12. Furnace Branch what?

A. Glen Burnie.

13. What road did it front on?

A. Furnace Branch.

14. Furnace Branch and what?

A. On the Old Annapolis Road.

15. Is that the road that is now known as Crain Highway?

A. Well I think Crain Highway is the dual highway, isn't it?

16. This land was on the Old Annapolis Boulevard by Furnace Branch Road, is that right?

A. Yes.

17. Can you tell us how much land there was there?

A. I really don't know.

18. Do you know from whom Winfield Taylor and Laura Taylor acquired this land?

A. It was my mother's property and when my mother died the heirs all joined together and deeded it to Winfield Taylor.

19. Did they deed it to Winfield or Winfield and Laura, his wife, do you know?

A. Winfield and Laara, his wife.

20. Now do you know when Winfield Taylor died?

A. Well I couldn't say when he died because it just slipped my memory and I was brought up so sudden this morning that I just didn't get it together.

21. How long has he been dead?

A. About three years as near as I can come of it.

22. Can you tell us of your knowledge, who he left surviving him as his heirs at law?

A. Well he left my sister, Enerves Taylor Brooks.

23. She was his sister?

A. Yes.

24. Who else?

A. He left Victoria Taylor Coates, that is me.

25. And you are a sister?

A. Yes. He left Orswel Nicholson. He left Winfred Nicholson. He left Grace Nicholson, Cynthia Nicholson, Elder Nicholson and Roseline Nicholson.

26. Now I show you this bill of complaint. Is the Elder Nicholson you referred to the John Elder Nicholson?

A. John Elder Nicholson.

27. Now the Roseline Nicholson, is that the one referred to as Roseline Nicholson Young?

A. Yes.

28. And the Cynthia Nicholson, is she now Cynthia Nicholson Smothers?

A. Yes.

29. And Grace Nicholson, she is now Grace Nicholson Smith?

A. Yes.

30. How about this man?

A. That is Solden Nicholson. That is my sister's husband, deceased sister's husband.

31. Now this last group that you named, besides the two sisters, what relation were they to Winfield Taylor?

A. They were his nieces and nephews.

32. Whose children were they?

A. Frances Taylor Nicholson's.

33. Who was she?

A. My sister.

34. She was also a sister to Winfield Taylor?

A. Yes, sir.

35. And did she die before he did?

A. She died before he did.

36. To the best of your knowledge, has the estate of Winfield Taylor been administered in the Orphan's Court for Anne Arundel County or any other County?

A. No.

37. Now you answered that you could not say how much property was up on the Old Annapolis Boulevard but you are generally familiar with it, isn't that true?

A. Yes.

38. Is it your opinion that this property could be divided up among the heirs without injury to the interest of the parties?

A. No, not now.

39. Is it your opinion then that it is to the best advantage of all parties that the property be sold and the money divided?

A. That's right.

(Mr. Demyan waives cross examination)

(Mr. Smith)

1. Winfield and Laura Taylor had no children?

A. No, they didn't have any children.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer...no.....

Signature..Victoria Coates.....

Ernest J. Chaffon, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan, direct examination)

1. Give your full name and address.

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

2. What is your occupation?

A. I am an attorney.

3. Have you recently had occasion to check on the real estate which was owned by Winfield Taylor?

A. Well let me preamble my remarks, that I was given specific instructions and not exactly to check on the estate. By that I mean I was told to examine the indexes and examine the judgments pursuant to some work theretofore done by Mr. Demyan.

4. Did you find any real estate in Anne Arundel County titled in Winfield Taylor and if so, will you briefly describe this property?

A. By a deed in 1945, recorded in 1946, March, 1946, dated November 27th, 1945, Mr. Taylor acquired 1.41 acres of land, being the second description in a deed dated November 27th, 1945, recorded J.H.H. No. 353, folio 256; by the second description, he acquired, as I said before, 1.41 acres, which he subdivided later into lots.

5. Now where was this land located?

A. By a plat here in the file that I observed, not taken by me, located on the Light Street Road.

6. What is that road now known as?

A. It is known as the Crain Highway.

7. On what side of Crain Highway?

A. On the northwest side.

8. You have previously stated this land was subdivided into lots?

A. It was subdivided into thirteen lots exactly.

9. Have you checked the indexes as to whether these lots were conveyed?

A. Yes, there were certain lots conveyed, they being lots in this particular order, lots 5, lot 8, lot 4, lot 7, lot 1, lot 9, 10 and 11, lot 12 and lot 13. Now that would leave remaining in Winfield Taylor these following lots, 2, 3, and 6.

10. On what street do lots 2 and 3 face?

A. Two and three face on the Light Street Road which is currently the Crain Highway. Two and three, roughly by the plat, which scales one inch equals 50', two would front approximately 50' and three would front approximately 100', by the depth of approximately 200'.

11. And lot six, what street does that front on?

A. Six faces a road which is un-named.

12. Now did you discover any other land in Anne Arundel County belonging to Winfield Taylor?

(WITNESS GOES TO CHECK RECORDS)

(DEED DATED NOVEMBER 27, 1945, RECORDED IN LIBER J.H.H. 353, FOLIO 256, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

13. Is there a deed back from Ellsworth Apartments, Inc., to Winfield Taylor and Laura Taylor?

A. The deed of acquisition by Winfield Taylor and Laura Taylor, is deed dated November the 27th, 1945, recorded

in J.H.H. 353, folio 256. That contains two parcels which comprise the plat on record, that is this plat presented here, recorded in plat book number 20, folio 3. To answer the question previously asked, how much land was left in Mr. Taylor's name, I find that lots 2, 3, and 6, are all the lands he has left.

(LEAVE RESERVED TO FILE PHOTO COPY OF PLAT MARKED EXAMINER'S EXHIBIT NO. 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.

Answer...I/W.....

Signature...E. J. Chaffin.....

Enerves Brooks, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan, direct examination)

1. Mrs. Brooks, give your full name and address.

A. Enerves Brooks, 6[illegible]11th Avenue, Glen Burnie.

2. Did you know Winfield Taylor?

A. Yes.

3. Is Winfield Taylor living at the present time?

A. No.

4. When did he die?

A. He died May the 3rd, 1957.

5. Where was he living at that time?

A. He was living at 1104 Crain Highway.

6. Was he related to you?

A. Yes.

7. In what way?

A. Brother.

8. Now at the time of his death were either of his parents living?

A. No.

9. Were any of his brothers and sisters living at that time?

A. Two sisters.

10. Give their names.

A. Victoria Coates and Enerves Brooks.

11. Did he have a deceased sister?

A. Yes. Frances.

12. Was Winfield Taylor married?

A. Yes.

13. What was his wife's name?

A. Laura.

14. Did she die before him or after him?

A. Before he did.

15. When did she die?

A. I think she died in 1947.

16. Did Winfield Taylor and Laura Taylor have any children?

A. No.

17. Your deceased sister, did she leave a husband surviving her?

A. Yes.

18. What is his name?

A. Solden Nicholson.

19. Did she have any children by Solden Nicholson?

A. Yes, she had six.

20. Would you give their names?

A. There was John Elder Nicholson, Winfred Nicholson, Orswel Nicholson, Grace Smith, Roseline Young and Cynthia Smothers.

21. Do you know of any real estate that Winfield Taylor owned in Anne Arundel County at the time of his death?

A. No, only this.

22. You knew of some real estate that he did own in Anne Arundel County?

A. Yes, I didn't understand you.

23. Was he living in that property when he died?

A. Yes.

24. What did that property consist of? How much land was there if you know?

A. Well I don't know for sure.

25. Was there a house on this property?

A. Yes, there was a house on it.

26. Was it a new house or an old house?

A. It is an old house.

27 Do you believe that this property could be divided among all of the people that have an interest in it without doing any damage to that property?

A. No.

28. What do you believe would be the best way to dispose of this property?

A. I think it should be sold and the money divided up equally.

29. Are all of the neices and nephews of your deceased sister over twenty one years of age?

A. Oh, yes.

30. Are you and your sister over twenty one?

A. Yes.

31 And Mr. Nicholson?

A. Yes.

(Mr. Anderson waives cross examination)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....no.....

Signature..Enerves Brooks.....

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

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

Witness my hand and seal this 16th day of March, 1959.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00
S.M. $15.00 pd.

No. 12,253

THIS DEED, Made this 17th day of November, in the year one thousand nine hundred and forty-five, by and between, The Ellsworth Apartments, Incorporated, a body corporate of the State of Maryland, party of the first part, Grantor, and Winfield and Laura Taylor, his wife, Taylor / parties of the second part, Grantees.

WITNESSETh, that in consideration of the sum of Five Dollars and other good and valuable considerations; receipt whereof is hereby acknowledged, The Ellsworth Apartments, Incorporated, a body corporate, doth grant and convey unto Winfield and Laura Taylor, his wife, Taylor/their heirs and assigns, in fee simple, all those two (2) lots and parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEGINNING for the first thereof at a stone heretofore planted on the Northwestern side of the Light Street Road, at the Southernmost corner of a lot, which was conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company to William U. Brooks, by deed dated June 4th, 1896, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 5, folio 293 &c., thence running and bounding on the Northwest side of the Light Street Road, South thirty degrees West eight perches, thence North sixty degrees West forty-six perches more or less to a post planted in an outline of said Company's Land and in the East line of the tract called "The Best Success" thence running with and bounding on said East line North eighty-nine degrees East fifteen and one-half perches to a stone heretofore planted at the Westernmost corner of the aforesaid lot conveyed to William U. Brooks, thence bounding on Brook's lot, South sixty degrees East thirty-two and four-fifths perches to the place of beginning. Containing One Acre, three roods and thirty-five square perches of land, more or less.

BEGINNING for the second thereof at a stone at the Southeast corner of the lot conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company, to John Taylor, by deed dated October 8th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 498 &c., and running thence on the Northwest side of Light Street Road, South thirty (30) degrees West seventy-five (75) feet; thence North sixty (60) degrees West eight hundred and seventy-nine (879) feet to the outline of said Company's land; thence along said outline North eighty-seven (87) degrees East one hundred and forty (140) feet, more or less, to the Southwest corner of the lot conveyed as aforesaid to John Taylor; thence reversing the second line of said lot South sixty (60) degrees East seven hundred and fifty-nine (759) feet to the place of beginning. Containing one and forty-one/one-hundredths acres of land, more or less.

FILED
1957 JUL 30 PM 2:24

BEING the same two lots and parcels of ground which by deed dated August 6th, 1945, and intended to be recorded among the Land Records of Anne Arundel County prior hereto were granted and conveyed by Winfield Taylor and wife, et al, unto The Ellsworth Apartments, Incorporated, a body corporate.

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 lots 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 Winfield Taylor, and Laura Taylor, his wife, their heirs and assigns, in fee simple.

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

WITNESS the Corporate Seal of the said body corporate and the signature of its duly authorized Officer.

THE ELLSWORTH APARTMENTS,
INCORPORATED,

Lester L. Stevens, Secretary

BY H. Melvin Bull
H. Melvin Bull, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

ON this 27th day of November, 1945, before me, a Notary Public of the City and State, aforesaid, the undersigned officer, personally appeared H. Melvin Bull, who acknowledged

37

himself to be the President of The Ellsworth Apartments, Incorporated, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the body corporate by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Dorothy V. Peterman
Dorothy V.Peterman, Notary Public

My Commission Expires May 5, 1947

Examiner's
~~COMPLAINANT'S~~ EXHIBIT NO. I
Brooks vs. Coates
12,253 Equity
Malcolm B. Smith, Examiner

DEED

TAXES PAID TO DEC. 31, 1946 THOMAS W. DAVIS Treas.

FROM

THE ELLSWORTH APARTMENTS, INCORPORATED,

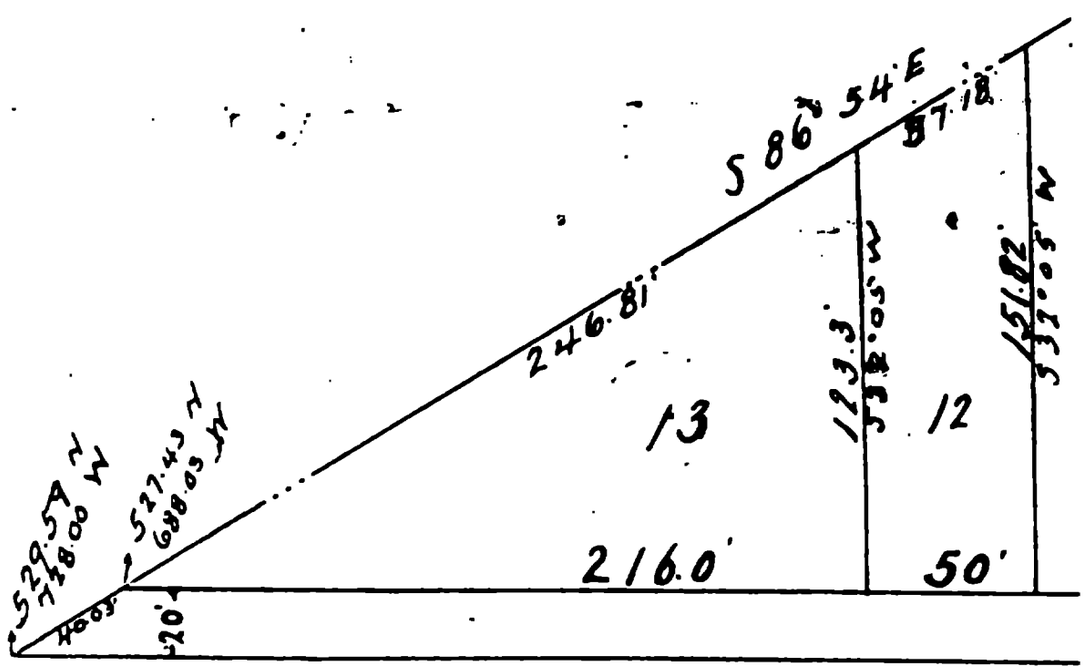
TO

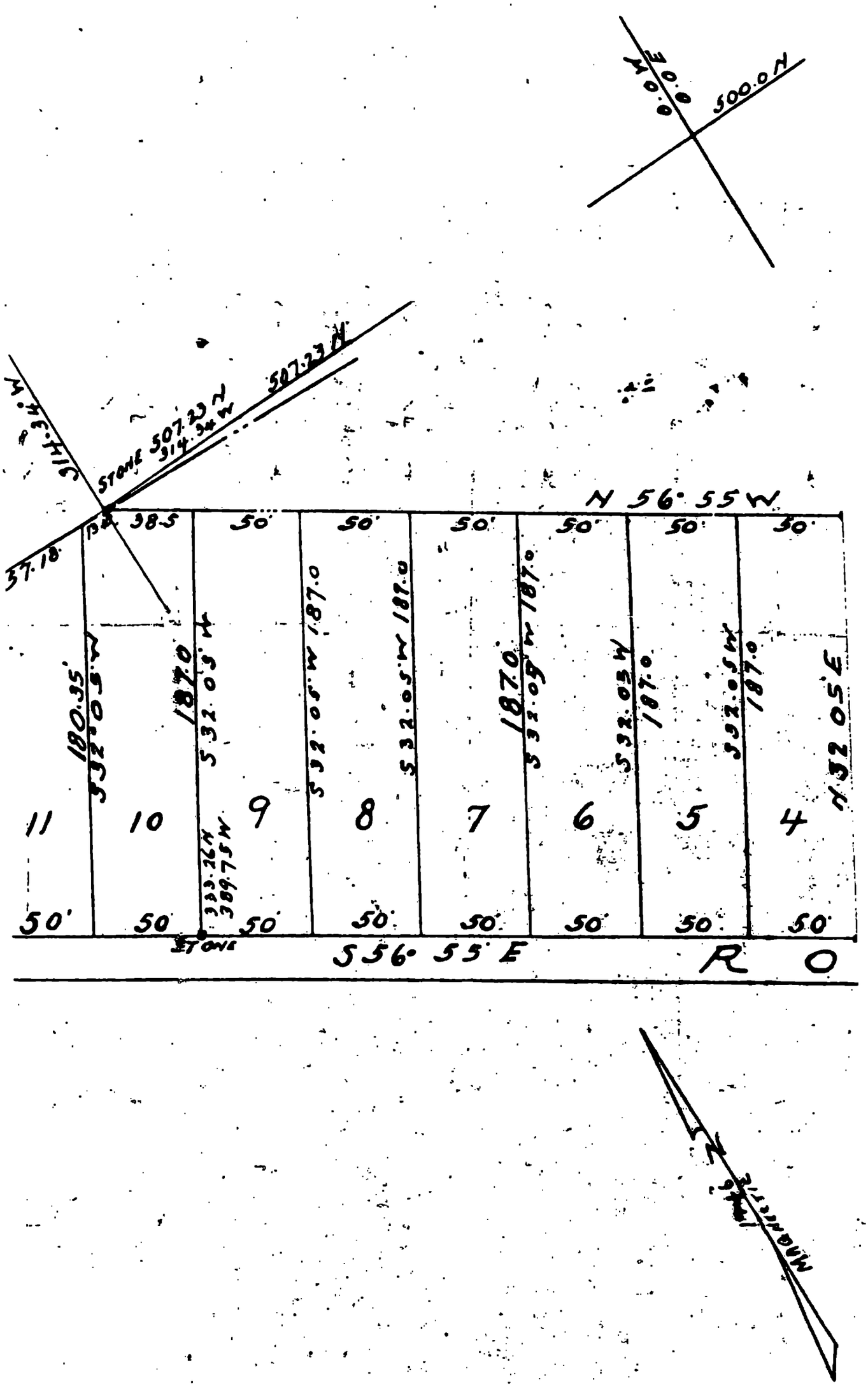
WINFIELD TAYLOR and WIFE

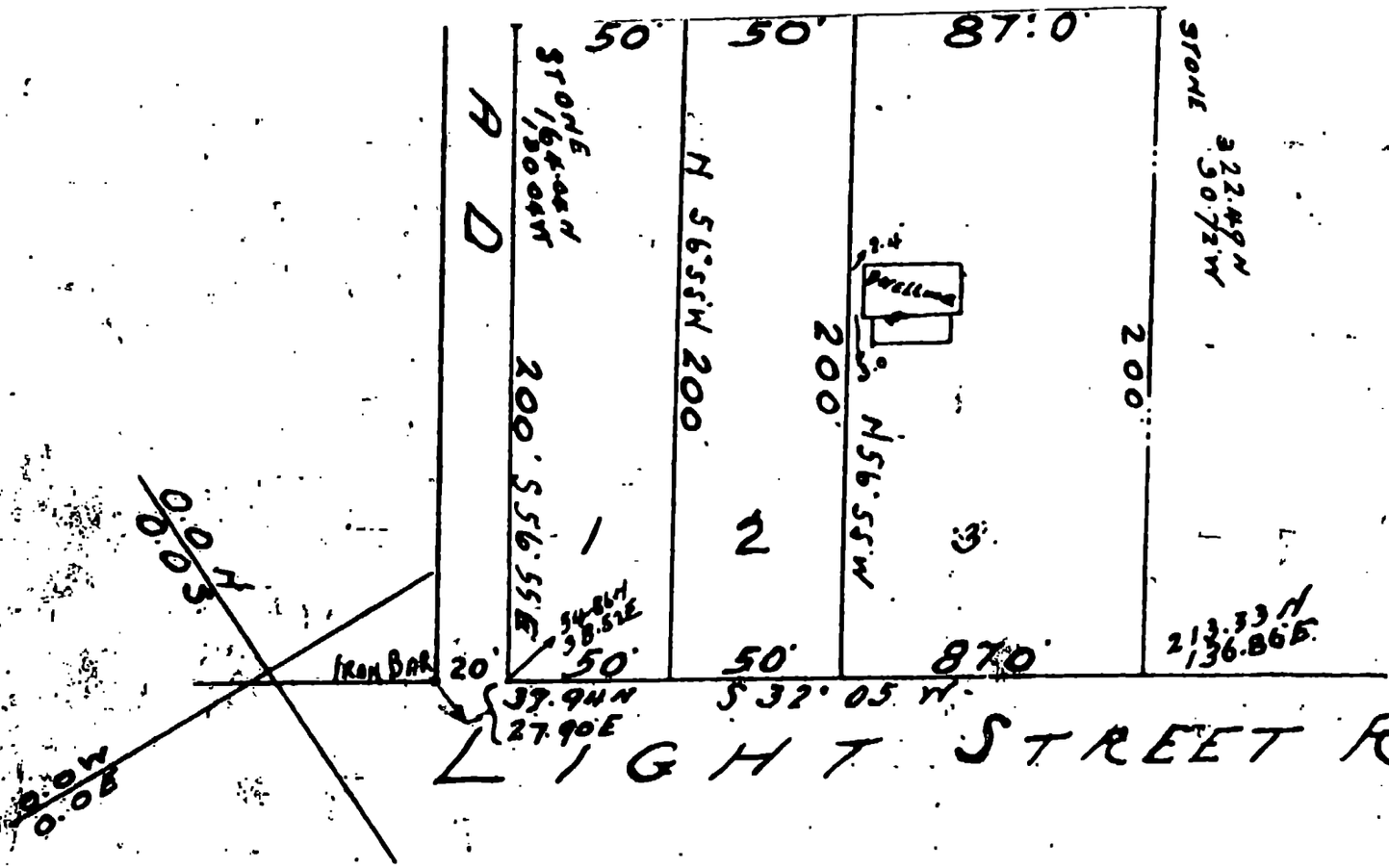
~~ENERVIS TAYLOR BROOKS~~

March 16 11 14 10
253 256
John Hopkins 34

H. MELVIN BULL
ATTORNEY AT LAW
2 E. LEXINGTON STREET
BALTIMORE, MD. 2


S 86° 54' E
87.18
246.81'
13
12
123.3'
532°05' W
151.82'
532°05' W
216.0'
50'
529.59 N
728.00 W
527.43 N
688.03 W
40.03
20'


0.0 W
0.0 E
500.0 N
314.34 W
STONE 507.23 N
314.34 W
507.23 N
N 56° 55 W
38.5
50'
50'
50'
50'
50'
50'
57.18
180.35
S 32° 05 W
187.0
S 32° 05 W
S 32° 05 W 187.0
S 32° 05 W 187.0
187.0
S 32° 05 W 187.0
S 32° 05 W
187.0
S 32° 05 W
187.0
N 32° 05 E
11
10
9
8
7
6
5
4
333.26 N
389.75 W
50'
50
50'
50'
50'
50'
50'
50'
STONE
S 56° 55' E
R O
MAGNETIC N



PROPERTY OF WINFIELD TAYLOR

SCALE 1 IN = 50 FT.

DECEMBER 1946

J. Milton Green

Registered Engr. & Surveyor

Towson, Maryland.

LIBER 136 PAGE 41

The requirements of Chapter 72A 72B and 72C of Article 17 of Annoted Code of Maryland 1939 Edition (Title Clerk of Circuit Court sub title Clerk of Circuit Courts) as far as they relate to making of this plat and setting of Markers above been complied with

Winfield Taylor Owner of Land Shown Hereon

Scale, Inch = 50 Feet Dec 14 1946

STATE OF MARYLAND
Anne Arundel County

LIBER 136 PAGE 42

I, Geo. T. Cromwell Clerk of the Circuit Court, do hereby certify, that this is a true and correct copy of a like instrument as appears of record in this office on this 13 day of March 1959

Clerk of the Circuit Court

Geo. T. Cromwell

M.S.J.

Examiner's Ex. #2
Brooks vs Coates
#12253 Equity
Malcolm Smith, Examiner

LIBER 136 PAGE 43

ENERVES TAYLOR BROOKS and ELLSWORTH BROOKS, her husband Complainants	*	IN THE
VS	*	CIRCUIT COURT
VICTORIA TAYLOR COATES and HARRY COATES, her husband etal. Defendants	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY # 12,253

* *

DECREE

The above cause standing ready for hearing and being submitted the Bill, Answers and all other proceedings were by the Court read and considered.

It is, thereupon, this 7th day of April, 1959, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the property mentioned and described in these proceedings, be sold; and that Arthur A. Anderson, Jr. and Michael Demyan, be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of Eleven Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed inthem by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks notice by advertisment, inserted in such weekly newspaper or newspapers of general circulation in Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, upon ratification of said sale, by this Court; or said Trustees may sell at private sale, provided no private sale shall be for a less amount than the appraised value of said property as shown by the testimony in this case; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings

FILED

1959 APR -8 AM 11:05

42

relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of said sale and on payment of the whole purchase price,(and not before,) the said Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, or assigns /the property and estate to him, her, or them sold, free,clear and discharged from all claims of the parties hereto, Complainants and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity where with they shall appear to have discharged their trust.

Benjamin Nicholson

JUDGE

LIBER 9 PAGE 585

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 136 PAGE 45

Equity No. 12,253

KNOW ALL MEN BY THESE PRESENTS:

That we, ARTHUR A. ANDERSON, JR. and MICHAEL DEMYAN

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven thousand, five hundred ($11,500) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of April in the year of our Lord one thousand nine hundred and fifty-nine

WHEREAS, the above bounden ARTHUR A. ANDERSON, JR. and MICHAEL DEMYAN by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the fee simple property

mentioned in the proceedings in the case of ENERVES TAYLOR BROOKS, etal

vs:

VICTORIA TAYLOR COATES etal

now pending in said Court: Eq # 12253

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden ARTHUR A. ANDERSON, JR. and MICHAEL DEMYAN

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

Signed, sealed and delivered in the presence of:

Arthur A. Anderson (SEAL)
Arthur A. Anderson, Jr.

Michael Demyan (SEAL)
Michael Deryan

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Arthur E. Baldwin *As to Surety* By [signature] *Attorney-in-Fact*

FILED
1959 APR 23 PM 3:26

Bond filed and approved this 23rd day of April 1959
George T. Cromwell Clerk

MD3116a—250, 9-57 147448
Trustee's Bond

LIBER. 136 PAGE 46

PURCHASER'S AGREEMENT

June 27th, 1960

Harry Waller, Agent hereby certify, that I have purchased the property as advertised on the reverse side of this hand bill; and that we agree to comply with the terms of sale. The sale price for said property is $ 10,650.00.

WITNESS:

George Scible-Auctioneer

Michael Dennyn
Arthur A Andrusar Jr Trustees

Purchaser's Name

Harry Waller, Agent

Address

TELEPHONE NO.

FILED
1960 JUL -5 AM 11:46

GEORGE SCIBLE, ... Auctioneer

MICHAEL DEMYAN
16 Crain Highway, SW
Glen Burnie, Maryland

ARTHUR A. ANDERSON, Jr.
Duke of Gloucester Street
Annapolis, Maryland

LIBER 136 PAGE 47

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 12,253

Enerves T. Brooks and Ellsworth Brooks vs Victoria T. Coates and Harry Coates, her husband and Solden Nicholson and John Elder Nicholson and Winfred Nicholson and Gloria Nicholson and Frederick C. Smith and Grace N. Smith and Orswel S. Nicholson and Grace E. Nicholson and Roseline N. Young and Woodrow Young and Cynthia N. Smothers and Archie R. Smothers

NOTICE OF SALE

Pursuant to a Decree of the Circuit Court for Anne Arundel County, passed in the above named case, the undersigned, trustees, will sell at public auction, on the premises on

Monday, June 27, 1960

at 1:30 P. M.

all that lot of ground and improvements thereon, situate in the Fifth Election District of Anne Arundel County and described as follows:

BEING all those lots of ground known and designated as Lots No. 2 and 3, as shown on a plat entitled "WINFIELD TAYLOR SUB-DIVISION" and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 20, folio 3, in fee simple.

The herein described premises are located on and face on the west side of Crain Highway, approximately four hundred feet south of the intersection formed by Furnace Branch Road and Crain Highway, North. Said lots front approximately one hundred and fifty feet, (150'), more or less, on the west side of Crain Highway with a depth of one hundred and ninety (190') feet, more or less. Improved by a two story frame dwelling house.

TERMS OF SALE: Cash. A deposit of $500.00 will be required at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be charged on the unpaid balance of the purchase price from date of sale to date of settlement. Taxes, water rent, and all other public charges, if any, to be adjusted to date of sale.

MICHAEL DEMYAN
ARTHUR A. ANDERSON, JR.
Trustees

FILED

1960 JUL -5 AM 11:46

ENERVES T. BROOKS and ELLSWORTH H. BROOKS,	:	IN THE CIRCUIT COURT FOR
VS	:	ANNE ARUNDEL COUNTY
VICTORIA T. COATES and HARRY COATES, et al	:	No. 12,253 EQUITY
	:	

LIBER 1136 PAGE 48

. . . . . .

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Michael Demyan and Arthur A. Anderson, Jr. Trustees, respectfully shows:

That pursuant to an order of this Honorable Court dated the 4th Day of Apr. 1959 the above named trustees, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, offered the property which is the subject of this suit at public auction on the premises, on Crain Highway, North, Fifth Election District of Anne Arundel County, Maryland on Monday, June 27, 1960 at 1:30 P.M., and then and there sold the said property unto Mr. Harry Waller, agent at and for the sum of Ten Thousand Six Hundred and Fifty Dollars being at that figure the highest bidder therefore, said property being the following:

All that parcel of ground, situate, lying and being in Glen Burnie Fifth Election District of Anne Arundel County, Maryland and being described as follows:

Being all those lots of ground known and designated as Lots No. 2 and 3 as shown on a Plat entitled " Winfield Taylor Sub-Division" and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 20, folio 3, in fee simple.

And the said trustees further report that they have received from the purchaser a deposit in the amount of Five Hundred Dollars as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: Cash. A deposit of $500.00 will be required at the

FILED
1960 JUL -5 AM 11:46

47

time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be charged upon the unpaid balance of the purchase prive from the date of sale to date of settlement, Taxes, water rent, and all other public charges , if any, to be adjusted to date of sale.

And the said Trustees further state that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted.

Michael Demyan

Michael Demyan

Arthur A. Anderson, Jr.

Arthur A. Anderson, Jr.

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of July, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Michael Demyan and Arthur A. Anderson, Jr. , Trustees, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

Notary Public

ORDER NISI

LIBER 136 PAGE 50

Enerves T. Brooks and
Ellsworth H. Brooks

versus

Victoria T. Coates and
Harry Coates, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,253 Equity

Ordered, this 5th day of July, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Michael Demyan and Arthur A. Anderson, Jr., Trustees

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 County, once in each of three successive weeks before the 8th day of August next.

The report states that the amount of sale was $10,650.00

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

FILED
1960 JUL 5 AM 11:46

(Final Order)

Enerves T. Brooks and
Ellsworth H. Brooks

versus

Victoria T. Coates and
Harry Coates, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of August, 19 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Byrne
JUDGE.

FILED

1960 AUG -9 PM 3:56

MICHAEL DEMYAN
16 Crain Highway, SW
Glen Burnie, Marylan
ARTHUR A. ANDERSON,
Duke of Gloucester Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

No. 12,253

ENERVES T. BROOKS and ELLSWORTH BROOKS
vs
VICTORIA T. COATES and HARRY COATES, her husband
and
SOLDEN NICHOLSON
and
JOHN ELDER NICHOLSON
and
WINFRED NICHOLSON and GLORIA NICHOLSON
and
FREDERICK C. SMITH and GRACE N. SMITH
and
ORSWEL S. NICHOLSON and GRACE E. NICHOLSON
and
ROSELINE N. YOUNG and WOODROW YOUNG
and
CYNTHIA N. SMOTHERS and ARCHIE R. SMOTHERS

Notice Of Sale

Pursuant to a Decree of the Circuit Court for Anne Arundel County, passed in the above named case, the undersigned, trustees, will sell at public auction, on the premises on

Monday, June 27, 1960 at 1:30 P.M.

all that lot of ground and improvements thereon, situate in the Fifth Election District of Anne Arundel county and described as follows:

BEING all those lots of ground known and designated as Lots No. 2 and 3, as shown on a plat entitled "WINFIELD TAYLOR SUBDIVISION" and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 20, folio 3, in fee simple .

The herein described premises are located on and face on the west side of Crain Highway, approximately four hundred feet south of the intersection formed by Furnace Branch Road and Crain Highway, North. Said lots front approximately one hundred and fifty feet, (150'), more or less, on the west side of Crain Highway with a depth of one hundred and ninety (190') feet, more or less. Improved by a two story frame dwelling house.

TERMS OF SALE: Cash. A deposit of $500.00 will be required at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be charged on the unpaid balance of the purchase price from date of sale to date of settlement. Taxes, water rent, and all other public charges, if any, to be adjusted to date of sale.

MICHAEL DEMYAN
ARTHUR A. ANDERSON, Jr.
Trustee
GEORGE SCIBLE, Auctioneer

Ju-23

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 51

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 19 60

We hereby certify, that the annexed

Notice of Sale

Eq. 12,253

Enerves T. Brooks vs

Victoria T. Coates

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of June, 19 60. The first insertion being made the 2nd day of June, 19 60.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUL -8 PM 1:50

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 52

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1960

We hereby certify, that the annexed

Order Nisi

Eq. 12,253

Ellsworth H. Brooks vs.

Harry Coates, 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 8th day of August, 1960. The first insertion being made the 7th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 159 PP 1960 AUG -1 PM 3:55 By D. H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,253 Equity

ENERVES T. BROOKS and ELLSWORTH H. BROOKS

VERSUS

VICTORIA T. COATES and HARRY COATES, et al

Ordered, this 5th day of July, 1960, That the sale of the Property in these proceedings mentioned made and reported by Michael Demyan and Arthur A. Anderson, Jr., Trustees 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 County, once in each of three successive weeks before the 8th day of August next.

The report states that the amount of sale was $10,650.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-28

LIBER 136 PAGE 53

ENERVES T. BROOKS AND ELLSWORTH BROOKS
Complainants

vs

VICTORIA T. COATES and HARRY COATES, et al

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,253 EQUITY

CONSENT TO DECREE OF COURT
AND RATIFICATION OF SALE -

We, the undersigned, being over 21 years of age and being respondents in the above entitled cause, do hereby assent to the decree passed prior hereto and relating to the sale of the property of the decedant, Winfield Taylor, for the purposes of partition; and we do further assent to the ratification of the sale of the property as made by the trustees hereby waiving any formal notice or services in this cause and consenting to the distribution of the proceeds of sale by the trustees in this cause as our interest may appear.

Solden Nicholson

John Elder Nicholson

Winfred Nicholson

Gloria Nicholson

Fredrick C. Smith

Grace N. Smith

Orswel S. Nicholson

Grace E. Nicholson

Roseline Nicholson Young

Woodrow Young

Cynthia Nicholson Smothers

Archie R. Smothers

FILED

1961 SEP 11 PM 2:02

In the Case of

Enerves T. Brooks
and husband
vs.
Victoria T. Coates,
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,253 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

December 27, 1961

In the Case of

FILED
1967 JAN -2 PM 8:19

In the

Dr. Enerves Taylor Brooks and Ellsworth Brooks, her husband vs. in ac.
Victoria Taylor Coates and Harry Coates, her husband, et al

To Trustees for Commissions, viz:	360	65	360	65
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	112	50		
Jos. W. Alton, Jr. - Sheriff's costs	26	10		
Jos. C. Deegan - Sheriff's costs	13	40		
Malcolm Smith - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	15	00		
Auditor - stating this account	63	00	260	00
To Trustees 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		
Capital-Gazette Press - notice to creditors (1957)	8	00		
Capital-Gazette Press - notice to creditors (1958)	8	00		
Speer Publications, Inc. - handbills	13	17		
White House Signs - advertising sale	30	00		
Fidelity & Deposit Co. of Md. - 1959, 1960 and 1961 bond premiums	138	00		
George W. Scible - auctioneer's fee	100	00		
Henry M. Bachman - appraisal and testimony	50	00		
Lawrence W. Hobbs - appraisal and testimony	50	00		
Ernest J. Chaffon - title examination and testimony	50	00		
Fred W. Kuethe & Co., Agent - 1958, 1959 and 1960 fire insurance premiums	49	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	12	10		
Notary fees	1	50	619	82
To Trustees for Taxes, viz:				
1960 State and County taxes and interest on Lots 2, 3, and Lot 6 (12 months)	77	20		
1961 State and County taxes and interest on Lot 6	10	63	87	83
To Trustee for Benefit Charges, viz:				
1958 water and sewer benefit charges on Lots 2 and 3	28	82		
1959 water and sewer benefit charges on Lots 2 and 3	86	59		
1960 water and sewer benefit charges on Lots 2 and 3 - 6 months	39	65	155	06
To Trustees for Claims Filed, viz:				
(1) John Watkins and Doris Watkins, his wife - amount advanced for improvements (Order 9/7/57)	1,121	80		
(2) The Equitable Trust Company - balance due on note (Order 10/31/57)	1,058	70		

(3) Victoria T. Coates - taxes advanced (Order 12/7/61), viz: 1957 State and County taxes on Lots 2, 3 and 6 $ 77.58; 1958 State and County taxes on Lots 2, 3 and 6 98.02; 1959 State and County taxes on Lots 2 and 3 90.15	265 75	2,446 25
BALANCE FOR DISTRIBUTION - $7,111.03		
Distributed to the heirs at law of Winfield Taylor, who died, intestate, 5/3/57, viz:		
(1) To Enerves Taylor Brooks, sister - one-third $2,370.34; LESS 7½% collateral inheritance tax 177.77	2,192 57	
(2) To Victoria T. Coates, sister - one-third $2,370.34; LESS 7½% collateral inheritance tas 177.77	2,192 57	
(3) To Children of Frances Taylor Nicholson, sister, who pre-deceased Winfield Taylor, viz:		
I. John E. Nicholson - son - one-eighteenth $ 395.06; LESS 7½% collateral inheritance tax 29.63	365 43	
II. Winfred Nicholson - son - one-eighteenth $ 395.06; LESS 7½% collateral inheritance tax 29.63	365 43	
III. Grace Nicholson Smith, daughter - one-eighteenth $ 395.06; LESS 7½% collateral inheritance tax 29.63	365 43	
IV. Orswel S. Nicholson, son - one-eighteenth $395.06; LESS 7½% collateral inheritance tax 29.63; 365.43; LESS Judgment Claim of University Hospital, interest and costs (G.T.C. No. 16 folio 298) 49.60	315 83	
V. Roseline N. Young, daughter - one-eighteenth $ 395.06; LESS 7½% collateral inheritance tax 29.63	365 43	
VI. Cynthia N. Smothers, daughter - one-eighteenth $ 395.05; LESS 7½% collateral inheritance tax 29.63	365 42	
To University Hospital, judgment creditor of Orswel S. Nichilson, as above	49 60	
To George W. Nutwell, Register of Wills- total collateral inheritance tax	533 32	7,111 03
		11,040 64

with Michael Demyan and Arthur A. Anderson, Jr., Trustees Cr.

1960						
June	27	Proceeds of Sale Lots 2 and 3	10,650	00		
		Interest on deferred payment of $10,150.00 to 9/16/61	743	15		
			11,393	15		
		Cr. Adjustment of interest allowed by Court's order of 12/7/61	371	58	11,021	57
		Refund/1960 and 1961 State and County taxes on Lot 6 - adjusted	19	07	19	07
					11,040	64

ORDER NISI LIBER 136 PAGE 58 In the

Enerves T. Brooks and
Ellsworth H. Brooks, her husband
VERSUS
Victoria T. Coates,
et al

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,253 Equity.

ORDERED, This 2nd 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 5th 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 5th day of February next.

True Copy Test
Harry T. Hammond
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

O. Bowen Duckett

FILED
1962 FEB -7 AM 11:50

1962 JAN -2 PM 8:19

LIBER 136 PAGE 59

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. 12,253 EQUITY

ENERVES T. BROOKS and ELLSWORTH H. BROOKS, her husband

versus

VICTORIA T. COATES, et al

Ordered, this 2nd day of January, 1962, That the Report and Account of the Auditor, filed this day in the above entitled ause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1962

We hereby certify, that the annexed

Order Nisi - Cause Auct. - Eq. 12,253

Victoria T. Coates

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of February, 1962. The first insertion being made the 4th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. C. 24290

1962 JAN 22 PM 2:12

LIBER 136 PAGE 60

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
FRED WILLIAM BRADBURY and	*	ANNE ARUNDEL COUNTY
OLIVE M. BRADBURY, his wife	*	NO. 14565 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

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

FILED

1961 AUG 29 AM 9:55

LIBER 1227 PAGE 275

No. 14,563 Equity

LIBER 136 PAGE 61

This Mortgage. Made this 8th day of August, A. D. 19 58, by and between Fred William Bradbury and Olive M. Bradbury, his wife ------- --------- of Anne Arundel County ----------, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagee in the full and just sum of TWENTY-ONE THOUSAND ---------- ($ 21,000.00) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagors , which said sum, ~~having been used as part of the purchase price for the property hereinafter described~~, the said Mortgagors herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Six percent (6%) per annum, in the following manner and time:

THE SUM OF Two Hundred Thirty-Three----------($ 233.00) Dollars to be paid on the Second day of September 1958, and a like or similar sum on the First day of each and every consecutive month thereafter to and including the First day of August , 19 63 , and the balance of the principal and interest remaining unpaid shall become due and payable on the First day of August----------19 63 ; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

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

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

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

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

BEGINNING for the same at a point on the North side of Ridge Road at the distance of 65.97 feet measured Easterly along the North side of Ridge Road from the dividing line between Lots Nos. 153 and 154 as now located in accordance with Plat of Section 2 of Poplar Ridge, Third District of Anne Arundel County, Maryland, and running thence Northeasterly binding on the North side of Ridge Road by a curve to the left with a radius of 262.89 feet, the distance of 63.89 feet, thence still binding on the Northernmost side of Ridge Road North 65° 19' 30" East 65.14 feet to the East side of Lot No. 151 as now established in accordance with Plat #2 herein referred to, thence Northerly binding on the East side of Lot No. 151 the distance of 45 feet, more or less, to the shore line and waters of Back Creek, thence Northwesterly binding on the shore line and waters of Back Creek 96 feet, more or less,

FILED

AUG 20 1958

to a stake thence leaving Back Creek and running South 16° 35' 00" West 66.26 feet, more or less, to a point located 5 feet Northwesterly from the Northwest side of the dwelling on the lot now being described and in line with the Northeast side thereof, thence leaving a line 5 feet Northwesterly from and parallel to the Northwest side of said dwelling South 15° 0' 40" West 24.40 feet and South 19° 9' 10" West 57.15 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Amelia H. Tubman, Trustee, by Deed of even date herewith and intended to be recorded immediately prior hereto.

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

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

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

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

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

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least TWENTY-ONE THOUSAND ($21,000.00)---------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

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

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

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

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

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

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

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

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

WITNESS:

Fred William Bradbury (Seal)

Olive M. Bradbury (Seal)

(Seal)

(Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of August 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred William Bradbury and Olive M. Bradbury, his wife the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

Amelia H. Dubman

Notary Public 13.50

Rec'd for record Aug. 16, 1958, at 9:05 A.M.

Mailed to John Demyan, Jr.

MORTGAGE

From

FRED WILLIAM BRADBURY and

OLIVE M. BRADBURY, his wife

To

THE BANK OF GLEN BURNIE

Block No.

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

Cost of Record, $ 13.50

LAW OFFICES
JOHN DEMYAN, JR.
GLEN BURNIE
MARYLAND

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF FRED WILLIAM BRADBURY and OLIVE M. BRADBURY, his wife

LIBER 136 PAGE 65

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14563 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 28th day of August 1961.

Michael Demyan
Notary Public

MICHAEL DEMYAN NOTARY PUBLIC

FILED

1961 AUG 29 AM 9:55

LIBER 136 PAGE 66

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
FRED WILLIAM BRADBURY and	*	ANNE ARUNDEL COUNTY
OLIVE M. BRADBURY, his wife	*	NO. 14563 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan	$ 21,000.00
Interest from the 1st day of June, 1961 to the 31st day of October, 1961.	422.48
	$ 21,422.48
Dues paid to date	4,085.03
Total amount due under Mortgage	$ 17,337.45

THE BANK OF GLEN BURNIE, a body corporate

BY G. E. Mergenthaler
G. E. Mergenthaler, Cashier

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 28th day of August 1961; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. E. Mergenthaler, Cashier of The Bank of Glen Burnie, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Bank.

WITNESS my hand and Notarial Seal.

Louise M Pledger
Notary Public
Louise M. Pledger

FILED

1961 AUG 29 AM 9:55

ROYAL INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

LIBER 136 PAGE 67

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 11 PAGE 117

No. 14,563 Equity

Bond No. 361277

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars ($20,000.), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of September, 1961.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Fred. William Bradbury and Olive M. Bradbury, His Wife, to The Bank of Glen Burnie (The Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Kathryn M. Conboy
Kathryn M. Conboy

John Demyan, Jr. (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: F. William Kuebler, Jr.
ATTORNEY-IN-FACT

The above bond is this 25th day of September at 2:59 o'clock P.M. approved.

George T. Cromwell Clerk

FILED

1961 SEP 25 PM 2:59

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

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Property located at Poplar Ridge, Third Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Fred William Bradbury and Olive M. Bradbury, his wife, dated August 8, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1227, folio 273 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY
September 26, 1961
at 11 o'clock A.M.

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

BEGINNING for the same at a point on the North side of Ridge Road at the distance of 65.97 feet, measured Easterly along the North side of Ridge Road from the dividing line between Lots Nos. 153 and 154 as now located in accordance with Plat of Section 2 of Poplar Ridge, third District of Anne Aruudel County, Maryland and running thence Northeasterly binding on the North side of Ridge Road by a curve to the left with a radius of 262.89 feet, the distance of 63.89 feet, thence still binding on the Northernmost side of Ridge Road North 65 degrees 19' 30" East 65.14 feet to the East side of Lot No. 151 as now established in accordance with Plat No. 2 herein referred to, thence Northerly binding on the East side of Lot No. 151 the distance of 45 feet, more or less, to the shore line and waters of Back Creek, thence Northwesterly binding on the shore line and waters of Back Creek, 96 feet, more or less, to a stake thence leaving Back Creek and running South 16 degrees 35' 00" West 66.26 feet, more or less, to a point located 5 feet Northwesterly from the Northwest side of the dwelling on the lot now being described and in line with the Northeast side thereof, thence leaving a line 5 feet Northwesterly from and parallel to the Northwest side of said dwelling South 15 degrees 0' 40" West 24.40 feet and South 19 degrees 9' 10" West 57.15 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Amelia H. Tubman, Trustee, by Deed dated August 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1227, folio 271.

IMPROVEMENTS: Frame Dwelling

TERMS OF SALE: A Cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of Six percent from the date of sale to the date of settlement. Taxes and all other expenses, including Sanitary District Charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage
ROBERT H. CAMPBELL
Auctioneer

S-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 68

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Mortgage Sale

Fred William Bradbury

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 September, 1961. The first insertion being made the 31st day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 By SEP 28 11 12 PM

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

PROPERTY LOCATED AT POPLAR RIDGE, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Fred William Bradbury and Olive M. Bradbury, his wife, dated August 8, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1227, folio 273 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, SEPTEMBER 26, 1961

At 11 O'clock A.M.

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

BEGINNING for the same at a point on the North side of Ridge Road at the distance of 65.97 feet measured Easterly along the North side of Ridge Road from the dividing line between Lots Nos. 153 and 154 as now located in accordance with Plat of Section 2 of Poplar Ridge, third District of Anne Arundel County, Maryland and running thence Northeasterly binding on the North side of Ridge Road by a curve to the left with a radius of 262.89 feet, the distance of 63.89 feet, thence still binding on the Northernmost side of Ridge Road North 65° 19' 30" East 65.14 feet to the East side of Lot No. 151 as now established in accordance with Plat No. 2 herein referred to, thence Northerly binding on the East side of Lot No. 151 the distance of 45 feet, more or less, to the shore line and waters of Back Creek, thence Northwesterly binding on the shore line and waters of Back Creek, 96 feet, more or less, to a stake thence leaving Back Creek and running South 16° 35' 00" West 66.26 feet, more or less, to a point located 5 feet Northwesterly from the Northwest side of the dwelling on the lot now being described and in line with the Northeast side thereof, thence leaving a line 5 feet Northwesterly from and parallel to the Northwest side of said dwelling South 15° 0' 40" West 24.40 feet and South 19° 9' 10' West 57.15 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Amelia H. Tubman, Trustee, by Deed dated August 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1227, folio 271.

IMPROVEMENTS: Frame Dwelling

TERMS OF SALE: A Cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of Six percent from the date of sale to the date of settlement. Taxes and all other expenses, including Sanitary District Charges, if any, and all other assessments to be adjusted to date of sale.

John Demyan, Jr.
Attorney named in Mortgage

114

FILED

1961 OCT -3 AM 9:51

Purchasers Agreement

LIBER 136 PAGE 70 September 26, 1961

We hereby certify that we have purchased the property advertised on the reverse side hereof, at and for the sum of $18,700.00, being at that time the highest bidder therefor. We have paid a deposit of $1,000.00 as provided in said sale and agree to pay the balance of $17,700.00 and agree to comply with the terms of sale

Harold E. Slanker (seal)

Witness:

Eva J. Slanker (seal)

Auctioneer

Accepted.

John D. Simpson

John D. Simpson
Attorney Named in Mortgage

FILED
1961 OCT -3 AM 9:51

12

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
FRED WILLIAM BRADBURY and	*	ANNE ARUNDEL COUNTY
OLIVE M. BRADBURY, his wife	*	NO. 14,563 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from Fred William Bradbury and Olive M. Bradbury, his wife, to The Bank of Glen Burnie, a body corporate, dated August 8, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1227, folio 273; the said John Demyan, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, in Poplar Ridge, Pasadena, Maryland, Tuesday September 26, 1961, at 11 o'clock A. M., and then and there sold the said property to Harold E. Slanker and Evva J.Slanker,his wife,----------

at and for the sum of Eighteen Thousand Seven Hundred----------

($ 18,700.00--------) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

FILED OCT -3 AM 9:51 1961

and described as follows:

BEGINNING for the same at a point on the North side of Ridge Road at the distance of 65.97 feet measured Easterly along the North side of Ridge Road from the dividing line between Lots Nos. 153 and 154 as now located in accordance with Plat of Section 2 of Poplar Ridge, Third Election District of Anne Arundel County, Maryland, and running thence Northeasterly binding on the North side of Ridge Road by a curve to the left with a radius of 262.89 feet, the distance of 63.89 feet, thence still binding on the Northernmost side of Ridge Road North 65° 19' 30" East 65.14 feet to the East side of Lot No. 151 as now established in accordance with Plat #2 herein referred to, thence Northerly binding on the East side of Lot No. 151 the distance of 45 feet, more or less, to the shore line and waters of Back Creek, thence Northwesterly binding on the shore line and waters of Back Creek, 96 feet, more or less, to a stake leaving Back Creek and running South 16° 35' 00" West 66.26 feet, more or less, to a point located 5 feet Northwesterly from the Northwest side of the dwelling on the lot now being described and in line with the Northeast side therof, thence leaving a line 5 feet Northwesterly from and parallel to the Northwest side of said dwelling South 15° 0' 40" West 24.40 feet and South 19° 9' 10" West 57.15 feet to the place of beginning.

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

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be

adjusted to date of sale. LIBER 136 PAGE 73

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this [illegible]-day of [illegible] 1961; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

KATHRYN M. CONBOY NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Kathryn M. Conboy Notary Public

ORDER NISI

LIBER 136 PAGE 74

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF FRED WILLIAM BRADBURY and OLIVE M. BRADBURY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,563 Equity

Ordered, this 3rd day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $18,700.00.

Filed Oct.3,1961

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF FRED WILLIAM BRADBURY and OLIVE M. BRADVURY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O. Bowie Duckett

JUDGE.

FILED

1961 NOV -7 PM 3:24

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 75

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,563

Fred William Bradbury

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 N. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,563 Equity

In the Matter of the Mortgaged Real Estate of
FRED WILLIAM BRADBURY
and
OLIVE M. BRADBURY, his wife

Ordered, this 3rd day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $18,700.00.

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

FILED
OCT 31 PM 4:34

No. M. G. 23489 1961

LIBER 136 PAGE 76

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~X~~
Fred William Bradbury
and
Olive M. Bradbury, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,563 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. Jokelis
Auditor.

December 1, 1961

FILED

1961 DEC -5 AM 9:37

Dr. In the Matter of the Mortgaged Real Estate of Fred William Bradbury and Olive M. Bradbury, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	596	24	646	24
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
To Attorney 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		
Speer Publications - handbills	15	10		
Royal Indemnity Co. - bond premium	80	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	10	45		
One-half State documentary stamps	20	90		
Louise M. Pledger - notary fee		50		
Kathryn M. Conboy - notary fee		50	290	45
To The Bank of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	17,337	45		
Interest @ 6% on principal balance of $16,914.97 from 10/31/61 to 1/9/62 - 2 months 9 days	194	52	17,531	97
To Fred William Bradbury and Olive M. Bradbury, his wife, mortgagors - this balance	432	39	432	39
			18,957	05

with John Demyan, Jr., Attorney named in Mortgage Cr.

1961				
Sept.	26	Proceeds of Sale	18,700 00	
		Interest on deferred payment of $17,700.00 to 11/21/61	174 62	18,874 62
		Refund 1961 State and County taxes- 3 months 4 days	82 43	82 43
				18,957 05

03

LIBER 136 PAGE 79

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~ of

Fred William Bradbury

and

Olive M. Bradbury, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,563 Equity.

1961 DEC -5 PM 9:37

FILED

ORDERED, This 5th 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 F. Cramwell

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

O. Bowie Crandell

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 80

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,563

Auditor Account

Fred William Bradbury

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

No. M.G. 24357

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,563 Equity
In the Matter of the Mortgaged Real Estate of
FRED WILLIAM BRADBURY
and
OLIVE M. BRADBURY, his wife

Ordered, this 5th day of December, 1961, That the Report and 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

LIBER 136 PAGE 81

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD EMERSON TORNEY AND ANITA H. TORNEY, HIS WIFE	:	(In Equity) No. 14,596.

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 Richard Emerson Torney and Anita H. Torney, his wife to Baltimore Federal Savings and Loan Association, dated February 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1369 folio 590.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 SEP 18 AM 9:28

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

MARYLAND

BOOK 1369 PAGE 590

No. 14,596 Equity

MORTGAGE

THIS MORTGAGE, made this 9th day of February, A. D. 1960, by and between RICHARD EMERSON TORNEY and ANITA H. TORNEY, his wife,

LIBER 1369 PAGE 82

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND NINE HUNDRED NINETY and 00/100ths Dollars ($ 10,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one fourth per centum (5¼ %) per annum 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 and 69/100ths Dollars ($ 60.69), commencing on the first day of March, 1960, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1990. 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. 2, Section 3, as shown on the plat entitled "Section 3, Sun Valley" dated February, 1959, by John E. Harms, Jr. and Associates, Surveyors, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvements thereon being known as No. 917 Old Annapolis Boulevard.

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

FILED

1960 SEP 18 AM 9:29

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

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

Real Host Range

Frigidaire Refrigerator

Automatic Washer

Clothes 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 16th days of June and December, in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Edmund M. Ward

Richard Emerson Torney [SEAL]
Richard Emerson Torney

[SEAL]

[SEAL]
Anita H. Torney

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 9th day of February, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City~~ Baltimore County ~~aforesaid~~, personally appeared RICHARD EMERSON TORNEY and ANITA H. TORNEY, 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.

Edmund M. Ward 11:00 Notary Public

Rec'd for record Feb 11 1960 at 10:57 A.M.
Mailed to The Colonial Title Guarantee Co

No. 53270 JEM

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
RICHARD EMERSON TORNEY AND
ANITA H. TORNEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 136 PAGE 86

MILITARY AFFIDAVIT Equity 14,596

Docket 20 folio 1

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of September, 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Richard Emerson Torney and Anita H. Torney, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1961 SEP 18 AM 9:28

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

RICHARD EMERSON TORNEY AND

ANITA H. TORNEY, HIS WIFE

LIBER 136 PAGE 87

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,596 Equity

20-1

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Richard Emerson Torney and Anita H. Torney, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **9th** day of **February** 19**60**, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1369** Folio **590** .

Amount of Mortgage	**$10,990.00**
Less - amount paid on principal	**128.69**
	10,861.31
Plus - interest to 10/13/61	**495.74**
	11,357.05
Plus - overdraft in expense account	**83.75**
	11,440.80

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 Richard Emerson Torney and Anita H. Torney, his wife, to Baltimore Federal Savings and Loan Association, dated February 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1389 folio 590 (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 3:35 P. M. (E.D.T.)

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

BEING known and designated as Lot No. 2, Section 3, as shown on the plat entitled "Section 3, Sun Valley" dated February, 1959, by John E. Harms, Jr., and Associates, Surveyors, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvements thereon being known as No. 917 Old Annapolis Boulevard.

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

Subject to 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 1 story frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. Newell & Co., Inc.
Auctioneer

O-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 88

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Attorney's Sale

Richard Emerson Torney

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 2:45

By Kenneth Tate

Mortgagee and Attorney's Bond. 1-369

LIBER 136 PAGE 89

LIBER 11 PAGE 144

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 14,596 Equity

BOND NO. 339448

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND, FIVE HUNDRED AND NO/100 ($11,500.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Richard Emerson Torney and Anita H. Torney, his wife to the Baltimore Federal Savings & Loan Association bearing date the 9th day of February nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1369, Folio 590, and

917 Old Annapolis Boulevard

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

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Funk
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 OCT 25 AM 9:19

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RICHARD EMERSON TORNEY AND
ANITA H. TORNEY, HIS WIFE

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

No. 14,596 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. ;369 folio 590 from said Richard Emerson Torney and Anita H. Torney, 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 3.35 P.M., attend at the Court House Door in Annapolis, ~~xxxxxxxxxxxxxxxxxx~~ and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 2, Section 3, as shown on the Plat entitled "Section 3, Sun Valley, dated February, 1959, by John E. Harms, Jr. and Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 83, the improvements whereon are known as No. 917 Old Annapolis Boulevard; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 OCT 27 PM 1:24

10

LIBER 136 PAGE 91

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 Richard Emerson Torney and Anita H. Torney, his wife, to Baltimore Federal Savings and Loan Association, dated February 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1369 folio 590 (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 3:35 P. M. (E.D.T.)

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

BEING known and designated as Lot No. 2, Section 3, as shown on the plat entitled "Section 3, Sun Valley" dated February, 1959, by John E. Harms, Jr., and Associates, Surveyors, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvements thereon being known as No. 917 Old Annapolis Boulevard.

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

Subject to 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 1 story frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. Newell & Co., Inc.
Auctioneer

O-18

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eleven Thousand two Hundred ($11,200.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 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 136 PAGE 93

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RICHARD EMERSON TORNEY AND ANITA H. TORNEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,596 Equity

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 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 $11,200.00.

Filed Oct. 27,1961
True Copy,

George T Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RICHARD EMERSON TORNEY AND ANITA H. TORNEY, 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. Bruce Duckett
JUDGE.

FILED

1961 DEC -8 AM 10:02

12

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 94

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,596 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
RICHARD EMERSON TORNEY and
ANITA H. TORNEY, 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 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 $11,200.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,596

Richard Emerson Torney

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. 24112

FILED By Hazel Telghman

1961 DEC -5 PM 12:18

13

In the Case of LIBER 136 PAGE 95

Walter S. Calwell,
Attorney named in Mortgage
vs.
Richard Emerson Torney
and
Anita H. Torney, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,596 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. Tiklus
Auditor.

December 28, 1961

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Richard Emerson Torney and Anita H. Torney, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	368	52	418	52
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	46	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	6	32		
One-half State documentary stamps	12	65		
Clara M. Link - notary fees	1	50	194	99
To Attorney for Taxes, viz:				
1961 State and County taxes ($179.10) - 9 months 25 days	147	50	147	50
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($60.00) due 12/16/61 - 4 months 9 days	42	97	42	97
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,424	02	10,424	02
			11,284	00
Amount of mortgage claim filed	11,440	80		
Interest @ 5½% on principal balance of $10,861.31 from 10/13/61 to 2/6/62 - 3 months 24 days	180	56		
	11,621	36		
Cr. Amount allowed above	10,424	02		
Balance subject to decree in personam	1,197	34		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Oct.	25	Proceeds of Sale	11,200	00		
		Interest on deferred payment to 12/8/61	84	00		
					11,284	00
					11,284	00

LIBER 136 PAGE 98

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Richard Emerson Torney

and

Anita H. Torney, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,596 Equity

FILED
1962 JAN -5 AM 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 19th 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 19 PM 2:32

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 99

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,596

Auditor account

Richard Emerson Torney

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 February, 1962. The first insertion being made the 11th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 25113 1962 JAN 29 PM 2:33 By Hazel Tilghman

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,596 Equity

WALTER S. CALWELL

Attorney named in Mortgage

VERSUS

RICHARD EMERSON TORNEY

and

ANITA H. TORNEY, 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 15th day of February next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

J-25

LIBER 136 PAGE 100

IN RE: THE MORTGAGED REAL ESTATE OF JAMES L. CLEVINGER and MARJORIE CLEVINGER, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	Equity No. 14,657.

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage and docket this foreclosure suit.

Thomas M. Schifanelli

Thomas M. Schifanelli
236 Main St., Annapolis, Md.
Colonial 8-5049
Attorney for Purposes of Foreclosure

FILED

1961 OCT 25 AM 10:27

MORTGAGE FEE—CITY OR COUNTY—Form 18.

LIBER 136 PAGE 101
LIBER 1222 PAGE 458

No. 14,657 Equity

THIS MORTGAGE, Made this 28th day of July

in the year nineteen hundred and fifty-eight by and between

- - - JAMES L. CLEVINGER and MARJORIE CLEVINGER, his wife - - -

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

- - - THOMAS O'BRANOVICH, Widower - - -

, Mortgagee , of the second part:

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the amount of TWO THOUSAND DOLLARS ($2,000.00) for money this day advanced, being the balance of the purchase price of the hereinafter described lot of ground, which said sum the said Mortgagors have covenanted to repay unto the said Mortgagee in monthly installments of at least TWENTY-TWO and 20/100 per month, commencing on the first day of September, 1958, and payable on the first day of each and every month thereafter until said mortgage indebtedness is paid in full; said monthly payment to be applied first to interest on said mortgage indebtedness at the rate of six (6) per cent per annum, computed monthly, and the balance of said monthly payment to be applied to the principal of said mortgage indebtedness, and

WHEREAS, it was a condition precedent to the granting of said advance that these presents be executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto Mortgagee, his

heirs and assigns,

in fee simple, all that lot lot or parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for the same in the center of Twin Oak Road at a point distant 388.94 feet from the Old Camp Meade Road and running thence North 83 degrees 30 minutes West 447½ feet; thence North 7½ degrees East 97 feet; thence South 84 degrees 8 minutes East 447½ feet more or less to the center line of said road, thence binding thereon South 7½ degrees West 97 feet more or less to the place of beginning.

BEING the same lot of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Thomas O'Branovich, Widower unto the said Mortgagors.

FILED

1961 OCT 25 AM 10:27

LIBER 136 PAGE 102
LIBER 1222 PAGE 459

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 said Mortgagee, his heirs and assigns, forever, subject to a prior mortgage of even date to The New Eastern Avenue Permanent Savings and Loan Association.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of TWO THOUSAND ($2000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor S hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor S hereby also authorize the said Mortgagee, personal representatives, or assig or GERALD KERR, their ly authorized Attorney or Agent

of the said Mortgagee , his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty ($50.00) 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 executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or to GERALD KERR, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , his executors, administrators or assigns, to the extent of any lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Elizabeth R. Scrivener

James L. Clevinger [SEAL]
James L. Clevinger

Marjorie Clevinger [SEAL]
Marjorie Clevinger

[SEAL]

State of Maryland, BALTIMORE COUNTY , ss:

I Hereby Certify, that on this 28th day of July in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for the Baltimore County aforesaid, personally appeared - - JAMES L. CLEVINGER and MARJORIE CLEVINGER, 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 THOMAS O'BRANOVICH, Widower Mortgagee,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

ELIZABETH R. SCRIVENER NOTARY PUBLIC

Rec'd for record July 29 1958 at 12:17 P.M. 750

Mailed to Gerald Kerr

Elizabeth R. Scrivener
Elizabeth R. Scrivener

4

August 22, 1960

LIBER 136 PAGE 104

For Value Received, I hereby assign and transfer the within Mortgage unto C.Maurice Weidemeyer.

Witness:

Audrey Jefferson

Audrey Jefferson

Thomas O'Branovich

Thomas O'Branovich

October 24, 1961

I hereby assign and transfer the within mortgage to Thomas M. Schifanelli, Attorney, for Purposes of Foreclosure.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Del. & C. Maurice Weidemeyer

4 F

MORTGAGE

FROM

JAMES L. CLEVINGER and

MARJORIE CLEVINGER, his wife

TO

THOMAS O'BRANOVICH, Widower

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded

in Liber No. Folio &c.,

Records of

and examined per

Clerk.

Cost of Record, $

C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Md.

The Daily Record Co., Baltimore, Md.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 JUL 23 PM 12:17 & RECORDED IN LIBER GTC NO. 1222 FOLIO 458 GEO. T. CROMWELL, CLERK

Prepared by: ers
Examined by: K
File #1980

Recd

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 AUG 23 PM 3:29 & RECORDED IN LIBER GTC NO. 1222 FOLIO 461 GEO. T. CROMWELL, CLERK

Pd 1.00

LIBER 136 PAGE 105

IN RE: THE MORTGAGED REAL ESTATE OF JAMES L. CLEVINGER and MARJORIE CLEVINGER, his wife : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 14,657

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. Maurice Weidemeyer, being first duly sworn and on oath deposes and says:

That neither James L. Clevinger nor Marjorie Clevinger, his wife, are in the military service of the United States.

C. Maurice Weidemeyer

Subscribed and sworn to before me this 24th day of October, 1961.

Mary Harrison
Notary Public

FILED
1961 OCT 25 AM 10:27

LIBER 136 PAGE 106

IN RE: THE MORTGAGED REAL ESTATE OF JAMES L. CLEVINGER and MARJORIE CLEVINGER, his Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	Equity No. 14,657

STATEMENT OF ACCOUNT

Original amount of Mortgage---------- $2,000.00
(7-28-58)

By payments on account of principal---------- 497.14

Balance of principal due----------$1,502.86

Interest on $1,502.86, due and unpaid from 9/1/61 to 10/24/61---------- 13.35

Total Amount Now Due---------- $1,516.21

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

C. Maurice Weidemeyer, being first duly sworn and on oath deposes and says that he is assignee of the mortgage herein and that the foregoing is a just and true account of the mortgage balance, to the best of his knowledge and belief.

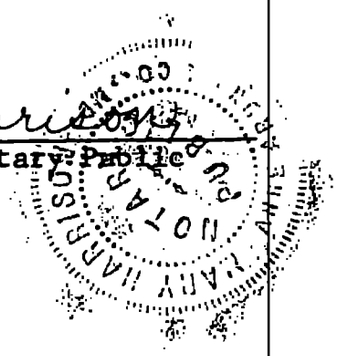
C. Maurice Weidemeyer

C. Maurice Weidemeyer

Subscribed and sworn to before me this 24th day of October, 1961.

Mary Harris

Notary Public



FILED

1961 OCT 25 AM 10:27

7

LIBER 136 PAGE 107

LIBER 11 PAGE 152

Bond No. C-632106

Case # 14,657

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
No. 14,657

BOND

ATTORNEY - MORTGAGE - ASSIGNEE

KNOW ALL MEN BY THESE PRESENTS, That we, Thomas M. Schifanelli, Annapolis, Anne Arundel County, Maryland, and the OLD COLONY INSURANCE COMPANY, a body, corporate fully authorized by its charter to become sole Surety on bond, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000.00),

to be paid to the said State or its certain attorney to which payment will 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 seal and dated this 30th day of October, in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the bounden Thomas M. Schifanelli, Assignee, for the purpose of foreclosure by virtue of power contained in a mortgage from James L. Clevinger and Marjorie Clevinger, his wife, dated July 28, 1959, and recorded in Liber GTC 1222, Folio 454, one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and if the said bounden Thomas M. Schifanelli do and shall abide in relation to the sale of said property or the proceeds thereof, then the above obligation shall be void otherwise to be and remain in full force and virtue in law.

Thomas M. Schifanelli
Thomas M. Schifanelli

OLD COLONY INSURANCE COMPANY

By _____
Attorney-in-Fact

Witness

Bond approved this 30 day of October, 1961

George T. Cromwell, Clerk

FILED

1961 OCT 30 PM 4:25

8

ROBERT H. CAMBELL - - LIBER 136 PAGE 108 - - - - - - - Auctioneer

THOMAS M. SCHIFANELLI
Attorney at Law
236 Main Street
Annapolis, Md.

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from James L. Clevinger and Marjorie Clevinger, his wife, dated July 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1222, at folio 458, default having occurred thereunder, the undersigned, Assignee for purpose of foreclosure, will offer for sale at public auction on the premises, on

TUESDAY, NOVEMBER 21, 1961

at 11:00 o'clock, A.M. (E.S.T.)

all that lot or parcel of ground and improvements, situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows:

BEGINNING for the same in the center of Twin Oak Road at a point distant 388.94 feet from the Old Camp Meade Road and running thence North 83 degrees 30 minutes West 447½ feet; thence North 7½ degrees East 97 feet; thence South 84 degrees 8 minutes East 447½ feet more or less to the center line of said road, thence binding thereon South 7½ degrees West 97 feet more or less to the place of beginning.

The above property is being sold subject to a prior mortgage from James L. Clevinger and Marjorie Clevinger, his wife, dated July 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1222, at folio 454, to the the New Eastern Avenue Permanent Savings and Loan Assn. (now known as Chesapeake Federal Savings and Loan Assn.), and on which there is a present principal balance due of approximately $8,142.68.

IMPROVEMENTS: Semi-bungalow in good condition with kitchen, dining room, bath, living room and bedroom on first floor, with two small bedrooms upstairs; central heating system.

TERMS OF SALE: A deposit of $500.00 cash will be required from the purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement, or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

THOMAS M. SCHIFANELLI,
Assignee for Purpose of Foreclosure
236 Main Street, Annapolis, Md.
COlonial 8-5049

FILED

1961 NOV 24 AM 10:41

b

LIBER 136 PAGE 109

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY that on this 21st day of November, 1961, at 11:00 A.M., on the premises, I sold at public auction the property described on the reverse side hereof to C. Maurice Weidemeyer

at and for the price of $ 500.00, subject, however, to the balance due to Chesapeake Federal Savings and Loan Assn., on first mortgage in amount of $ 8,186.25, which said mortgage is recorded in Liber G.T.C.No. 1222, at folio 454. He/they being then and there the highest bidder therefor.

AND I FURTHER CERTIFY that in my opinion the sale was fairly and properly conducted, and that the price received therefor is a reasonable price for said property.

Robert H. Campbell, Auctioneer

I/we, the undersigned, having purchased the property described on the reverse side hereof, at and for the amount of $ 500.00, subject to balance due on first mortgage of record to Chesapeake Federal Savings and Loan Assn. in the amount of $ 8,186.25, herewith deposit the sum of $ 500.00, and agree to be bound by the terms of said sale as shown on the reverse side hereof.

Witness our hands and seals this 21st day of Nov. 1961.

C Maurice Weidemeyer (SEAL)

(SEAL)

Received of C. Maurice Weidemeyer

the sum of $ 500.00 as deposit on above sale.

Thomas M. Schifanelli
Assignee for Purpose of Foreclosure

FILED

1961 NOV 24 AM 10:41

10

LIBER 136 PAGE 110

IN RE: THE MORTGAGED REAL ESTATE OF JAMES L. CLEVINGER and MARJORIE CLEVINGER, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	Equity No. 14,657

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Report of Sale of Thomas M. Schifanelli, Assignee for purposes of foreclosure of the mortgage filed herein, respectfully shows:

That under and by virtue of the power of sale contained in the mortgage filed herein from James L. Clevinger and Marjorie Clevinger, his wife, to Thomas O'Branovich, widower, dated July 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1222, at folio 458, which said mortgage was subsequently assigned by said Thomas O'Branovich to C. Maurice Weidemeyer, and thereafter duly assigned by C.Maurice Weidemeyer to Thomas M. Schifanelli, attorney for purposes of foreclosure, default having occurred under said mortgage, and after having given bond as security as required by law, and after having given due notice of the time and place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, for more than four successive weeks, and also by giving notice by printed handbills distributed by hand, and by mail throughout the County, and by posting of said handbills on the property itself, and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction on the premises at

FILED
1961 NOV 24 AM 10:41

Twin Oak Road, Severn, Fourth Election District, Anne Arundel County, Maryland, on Tuesday, November 21, 1961, at 11 o'clock, A.M., and then and there sold the said property to C. Maurice Weidemeyer, at and for the sum of Five Hundred Dollars, subject however, to the force and effect of a prior mortgage with a balance due thereon of $8,186.25 from James L. Clevinger and Marjorie Clevinger, his wife, to Chesapeake Federal Savings and Loan Association, dated July 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1222, at folio 454, the said C. Maurice Weidemeyer being at that figure the highest bidder therefor, said property being more particularly described as follows:

> BEGINNING for the same in the center of Twin Oak Road at a point distant 388.94 feet from the Old Camp Meade Road and running thence North 83 degrees 30 minutes West 447-1/2 feet; thence North 7-1/2 degrees East 97 feet; thence South 84 degrees 8 minutes East 447-1/2 feet more or less to the center line of said road, thence binding thereon South 7-1/2 degrees West 97 feet more or less to the place of beginning.

And the said Assignee further reports that he has received from the purchaser a deposit of $500.00, in accordance with the terms of sale which were advertised as follows:

> "A deposit of $500.00 cash will be required from the purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement, or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed."

Attached hereto and prayed to be considered as a part hereof is a copy of the handbill printed and circulated as aforesaid, on the reverse side of which is contained the following:

12

(a) Certificate of auctioneer, (b) Agreement of Purchaser, and (c) Receipt for Deposit.

Thomas M. Schifanelli

Thomas M. Schifanelli, Assignee
for purposes of foreclosure

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

I HEREBY CERTIFY that on this 21st day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas M. Schifanelli, the assignee named in the Mortgage for Purposes of Foreclosure, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Harrison

Mary Harrison - Notary Public

13

ORDER NISI

LIBER 136 PAGE 113

IN RE: THE MORTGAGED REAL ESTATE
OF JAMES L. CLEVINGER and
MARJORIE CLEVINGER, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,657 Equity

Ordered, this 24th day of November, 19 61, That the sale of the property in these proceedings mentioned made and reported by Thomas M. Schifanelli, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $ 500.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Thomas M. Schifanelli, Atty. Maryland Gazette (for Nov. 30 edition)
(Final Order)

IN RE: THE MORTGAGED REAL ESTATE
OF JAMES L. CLEVINGER and
MARJORIE CLEVINGER, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of January, 1962 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1962 JAN 10 PM 3:12

14

THOMAS M. SCHIFANELLI
Attorney at Law
236 Main Street
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from James L. Clevinger and Marjorie Clevinger, his wife, dated July 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1222, at folio 458, default having occurred thereunder, the undersigned, Assignee for purpose of foreclosure, will offer for sale at public auction on the premises, on

Tuesday, November 21, 1961 at 11:00 o'clock A.M. (E.S.T.)

all that lot or parcel of ground and improvements, situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows:

BEGINNING for the same in the center of Twin Oak Road at a point distant 388.94 feet from the Old Camp Meade Road and running thence North 83 degrees 30 minutes West 447-½ feet; thence North 7½ degrees East 97 feet; thence South 84 degrees 8 minutes East 447-½ feet more or less to the center line of said road, thence binding thereon South 7½ degrees West 97 feet more or less to the place of beginning.

The above property is being sold subject to a prior mortgage from James L. Clevinger and Marjorie Clevinger, his wife, dated July 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1222, at folio 454, to The New Eastern Avenue Permanent Savings and Loan Assn. (now known as Chesapeake Federal Savings and Loan Assn.) and on which there is a present principal balance due of approximately $8,142.68.

No. 15

IMPROVEMENTS: Semi-bungalow in good condition with kitchen, dining room, bath, living room and bedroom on first floor, with two small bedrooms upstairs; central heating system.

TERMS OF SALE: A deposit of $500.00 cash will be required from the purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement, or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

THOMAS M. SCHIFANELLI,
Assignee
For Purpose of Foreclosure
236 Main St., Annapolis, Md.
COlonial 8-5049

ROBERT H. CAMPBELL
Auctioneer

N-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 114

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1961

We hereby certify, that the annexed

Assignee's Sale

James L. Clevinger

1457 Twin Oak Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1961. The first insertion being made the 26th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

NOV 27 PM 1:37 By Hazel Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 115

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 14,657 James L. Clevinger 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, 1962 The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JAN -3 PM 4:01

By Hazel Tilghman

No. M.G. 24353

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,657 Equity

In Re: The Mortgaged Real Estate of JAMES L. CLEVINGER and MARJORIE CLEVINGER, his wife

Ordered, this 24th day of November, 1961, That the sale of the property in these proceedings mentioned made and reported by THOMAS M. SCHIFANELLI, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-21

In the Case of

IN RE:
The Mortgaged Real Estate
of
~~xxsxx~~
James L. Clevinger
and
Marjorie Clevinger, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,657 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

January 12, 1962

FILED
1962 JAN 15 PM 3:13

Dr. In Re: The Mortgaged Real Estate of James L. Clevinger and Marjorie Clevinger, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	32	00	82	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	75	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	85		
Old Colony Insurance Co. - bond premium	25	00		
Robert H. Campbell - auctioneer's fee	45	00		
Mary Harrison - notary fees	1	50	188	59
To C. Maurice Weidemeyer, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	177	91	177	91
			500	00
Amount of second mortgage claim filed	1,516	21		
Interest @ 6% on principal balance of $1,502.86 from 10/24/61 to 2/20/62 - 3 months 27 days	29	31		
	1,545	52		
Cr. Amount allowed above	177	91		
Balance subject to decree in personam	1,367	71		

with

Thomas M. Schifanelli, Assignee

Cr.

1961				
Nov.	21	Proceeds of Sale	500 00	500 00
				500 00

LIBER 136 PAGE 119

ORDER NISI

IN RE:

The Mortgaged Real Estate
of ~~XXXXXXX~~

James L. Clevinger
and
Marjorie Clevinger, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,657 Equity.

1962 JAN 15 PM 3:13

ORDERED, This 15th 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 19th 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 19th day of February next.

George T. Cromwell
Judge

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 FEB 21 PM 1:03

Matthew P. Evans

20

OFF } OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 120

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,657 Equity

IN RE: The Mortgaged Real Estate of
JAMES L. CLEVINGER and MARJORIE CLEVENGER, his wife

Ordered, this 15th 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 19th 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 19th day of February next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk

F-1

FILED
1962 FEB -5 PM 4:07

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,657
Auditors Account
James L Clevinger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 25162

21

LIBER 136 PAGE 121

In the Matter of the Mortgaged Real Estate of Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother	: No. 14,671	Equity
	: In the Circuit Court	
	: for	
	: Anne Arundel County	
	:	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1961 OCT 31 [illegible]

L4055

LIBER 1245 PAGE 154 LIBER 136 PAGE 122

No. 14,671

Purchase Money

This Mortgage,

made this 17th day of October in the year one thousand nine hundred and fifty-eight, between Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother 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

NINE THOUSAND, TWO HUNDRED----------($9,200.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY-SIX----------($66.00)- Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Fifth Election District, Anne Arundel Co., State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 136, as shown on a plat of East Glen Burnie, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 4.

BEING the same property conveyed to the within-named Mortgagors by James T. Tull and Rita M. Tull, his wife, by lease of even date herewith, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 OCT 31 PM 12:43

LIBER 136 PAGE 123

LIBER 1245 PAGE 155

The said Mortgagors agree to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Bozman

Roberta J. Penix

Kenneth G. Penix (SEAL)

Shirley A. Penix (SEAL)

Tessie Penix (SEAL)

Kenneth G. Penix

Shirley A. Penix

Tessie Penix

5

LIBER 1245 PAGE 157 LIBER 136 PAGE 125

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 17th day of October, 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 said County, personally appeared Kenneth G. Penix and Shirley A. Penix, his wife, ~~Tessie Penix, his mother~~ 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 G. WARD~~ WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

STATE OF OHIO, COUNTY OF Stark

I, hereby, certify that on this 11th day of October, 1958, before me, the Subscriber, a Notary Public of the State of Ohio, in and for the County, aforesaid, personally appeared Tessie Penix, and severally acknowledged the aforegoing mortgage to ~~xxx~~ be her act.

AS WITNESS my hand and Notarial Seal.

Roberta J. Penix
Roberta J. Penix
Notary Public Roberta J. Penix

Commission Expires May 23 1961 10.50

Rec'd for record Oct 21 1958 at 11:21 A.M.

Mailed to Wm. W. Townsend Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE
FROM
Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk
Cost of Record $ Pd. 10.50

WILLIAM W. TOWNSHEND, JR.
WILLIAM W. TOWNSHEND, JR.

LIBER 136 PAGE 126

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South St.

Annapolis, Maryland

No. 14,671 Eq.

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

LEASEHOLD REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 154, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 21, 1961

at 11:00 o'clock A.M.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 136, as shown on a plat of East Glen Burnie, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 4.

BEING the same property conveyed to Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, by James T. Tull and Rita M. Tull, his wife, by lease dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 150.

The above property is subject to an annual ground rent of $90.00 payable half-yearly on the 9th days of October and April and is improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale;

FILED

1961 OCT 31 PM 12:43

balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette: October 26th and
November 2nd, 9th and 16th, 1961

Please send 25 handbills

1

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,671 Equity

LIBER 136 PAGE 128

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

I hereby certify that, on this 30th day of October, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother

~~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 30th day of October, 19 61.

Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

FILED

1961 OCT 31 PM 12:43

LIBER 136 PAGE 129

In the Matter of the Mortgaged Real	No. 14,671	Equity
Estate of Kenneth G. Penix and Shirley:	In the Circuit Court	
A. Penix, his wife, and Tessie Penix,	for	
his mother	Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, to United Federal Savings and Loan Association of Glen Burnie, dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 154.		$9,200.00
Less total amount paid on account of principal.	$622.88	
Less Credit Expense Account.	74.76	
	$697.64	697.64
		$8,502.36
Plus interest to November 21, 1961	$330.23	
Plus interest to December 26, 1961	50.05	
Plus late charges.	29.12	
	$409.40	409.40
Total Mortgage Indebtedness.		$8,911.76

William W. Townshend Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of October 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1961 OCT 31 PM 12:43

9

The Pennsylvania Insurance Company

A Stock Company

LIBER 11 PAGE 165

No. 14671 Equity

LIBER 136 PAGE 130

BOND NO. 403146

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania 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 NINE THOUSAND TWO HUNDRED AND NO/100 ($9,200.00) - DOLLARS - current money to be paid to the said state of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 7th day of November, 1961.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, to the United Federal Savings & Loan Association, bearing date on or about the 17th day of October, 1958, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said degree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

Witness as to Principal:

Dorothy P McNew

William W. Townshend, Jr. (SEAL)

WITNESS as to Surety:

THE PENNSYLVANIA INSURANCE COMPANY

E. Klein

E. Klein.

BY: Paul J. Mayer

Paul J. Mayer, Attorney-in-Fact.

Bond approved this 13th day of November, 1961

George T. Cromwell, Clerk

FILED

1961 NOV 13 AM 10:12

ROBERT H. CAMPBELL LIBER 136 PAGE 131 Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Leasehold Real Estate

Under and by virtue of a power of sale contained in a mortgage from Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, folio 154, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 21, 1961

at 11:00 o'clock A.M.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 136, as shown on a plat of East Glen Burnie, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 4.

BEING the same property conveyed to Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, by James T. Tull and Rita M. Tull, his wife, by lease dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 150.

The above property is subject to an annual ground rent of $90.00 payable half-yearly on the 9th days of October and April and is improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Md.

FILED

1961 NOV 24 PM 12:08

Annapolis, Maryland
November 21, 1961

LIBER 136 PAGE 132

I hereby certify that I have this twenty-first day of November, 1961, sold the property described on the reverse hereof unto James T. Tull and Rita M. Tull, his wife at and for the sum of Nine Thousand Two Hundred Fifty Dollars ($9,250.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-first day of November, 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of Nine Thousand Two Hundred Fifty Dollars ($9,250.00) and I/we hereby agree to comply with the terms of sale.

James T. Tull

Rita M. Tull

FILED 9250

1961 NOV 24 PM 12:08

LIBER 136 PAGE 133

In the Matter of the Mortgaged :	No. 14.671	Equity
Real Estate of Kenneth G. Penix:	In the Circuit Court	
and Shirley A. Penix, his wife,:	for	
and Tessie Penix, his mother :	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 mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 154, 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, 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, November 21, 1961 at 11:00 o'clock A.M., and then and there sold the said property to James T. Tull and Rita M. Tull, his wife, at and for the sum of Nine Thousand Two Hundred Fifty Dollars ($9,250.00), being at that figure the highest bidders therefor, said property described as follows:

KNOWN AND DESIGNATED as Lot No. 136, as shown on a plat of East Glen Burnie, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 4.

BEING the same property conveyed unto Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, by

FILED

1961 NOV 24 PM 12:08

James T. Tull and Rita M. Tull, his wife, by lease dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 150.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of November, 1961, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr.,Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew
Dorothy P. McNew, Notary Public.

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KENNETH G. PENIX and SHIRLEY A. PENIX, his wife, and TESSIE PENIX, his mother

versus

LIBER 136 PAGE 135

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,671 Equity

Ordered, this 24th day of November, 1961, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $9,250.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. Maryland Gazette (for Nov. 30 edition)
(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KENNETH G. PENIX and SHIRLEY A. PENIX, his wife, and TESSIE PENIX, his mother

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of January, 1962 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
1962 JAN 10 PM 3:12
15

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 154, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, November 21, 1961 at 11:00 o'clock A.M.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 136, as shown on a plat of East Glen Burnie, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 4.

BEING the same property conveyed to Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother, by James T. Tull and Rita M. Tull, his wife, by lease dated October 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, Folio 150.

The above property is subject to an annual ground rent of $90.00 payable half-yearly on the 9th days of October and April and is improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building
Annapolis, Maryland

N-16

No.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 136

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1961

We hereby certify, that the annexed Attorney's Sale

Kenneth G. Penix
14,671 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1961. The first insertion being made the 26th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 NOV 27 PM 1:38

By Hazel Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 137

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We bereby certify, that the annexed

Order Nisi Sale

Eq 14,671

Kenneth G. Penix

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, 1962. The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By Hazel Tilghman

1962 JAN -3 PM 4:01

No. M. G. 24355

1

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,671 Equity

In the Matter of the Mortgaged Real Estate of

KENNETH G. PENIX and SHIRLEY A. PENIX, his wife, and
TESSIE PENIX, his mother

Ordered, this 24th day of November, 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 show on or before the 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $9,250.00.

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

LIBER 136 PAGE 138

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
Kenneth G. Penix
and
Shirley A. Penix, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 14,671 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

January 16, 1962

FILED

1962 JAN 16 PM 1:53

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Kenneth G. Penix and Shirley A. Penix, his wife, and Tessie Penix, his mother

To Attorney for Commissions	309	41		
To Attorney for Fee, viz:	100	00	409	41
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	18	00	57	75
To Attorney for Expenses, vizz				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	53		
The Pennsylvania Insurance Co. - bond premium	36	80		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	22		
One-half State documentary stamps	10	45		
Dorothy P. McNew - notary fees	1	50	203	50
To Attorney for Taxes, viz:				
1961 State and County taxes ($171.26) - 10 months 21 days	152	19	152	19
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	8,490	80	8,490	80
			9,313	65
Amount of mortgage claim filed	8,911	76		
Interest @ 6% on principal balance of $8,502.36 from 12/26/61 to 2/26/62 - 2 months	85	02		
	8,996	78		
Cr. Amount allowed above	8,490	80		
Balance subject to decree in personam	505	98		

19

LIBER 136 PAGE 140

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1961					
Nov.	21	Proceeds of Sale	9,250	00	
		Interest on deferred payment of			
		$8,500.00 to 1/5/62	63	65	9,313 65
					9,313 65

1

LIBER 136 PAGE 141

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Kenneth C. Penix and Shirley A. Penix, his wife, and Fessie Penix, his mother

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,671 Equity.

1962 JAN 16 PM 1:53

ORDERED, This 16th 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 19th 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 19th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1962 FEB 21 [illegible]

Matthew S. Evans

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 436 PAGE 142

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,671

Auditor Account

Kenneth G. Penix

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 25167

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,671 Equity

In the Matter of the Mortgaged Real Estate of
KENNETH G. PENIX and
SHIRLEY A. PENIX, his wife, and
TESSIE PENIX, his mother

Ordered, this 16th 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 19th 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 19th day of February next.

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

FILED
1962 FEB -5 PM 4:07

LIBER 136 PAGE 143

In the Matter of the	:	No. 14,672	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Paul B. Johnson and Lois M.	:	for	
Johnson, 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

FILED

1961 OCT 31 PM 12:43

LIBER 136 PAGE 144

LIBER 1213 PAGE 404

3886

No. 14,672 Equity

This Mortgage, made this 20th day of June in the year one thousand nine hundred and fifty-eight, between PAUL B. JOHNSON and LOIS M. JOHNSON, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SIX THOUSAND FOUR HUNDRED DOLLARS----------($6,400.00)

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 FIVE DOLLARS----------($55.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

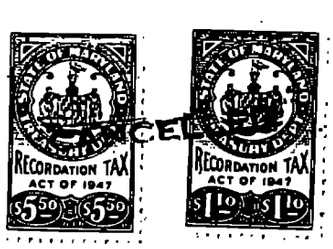
And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lot No. 181 as laid out on the plat of Margate Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 41.

BEING the same property conveyed unto the within-named Mortgagors by Louise B. Hurst, widow, by deed dated November 16, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 655, Folio 178.



FILED

1961 OCT 31 PM 12:43

2

The said Mortgagors agree to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for **themselves, their** heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Paul B. Johnson ..... (SEAL)
Paul B. Johnson

Lois M. Johnson ..... (SEAL)
Lois M. Johnson

..... (SEAL)

LIBER 136 PAGE 147 LIBER 1213 PAGE 407

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 20th day of June, 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 said County, personally appeared PAUL B. JOHNSON and LOIS M. JOHNSON, 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~~ Wilmer M. Johnson, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

950 Pauline M. Bozman

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record June 23 1958 at 12.09 P.M.
Mailed to Wm. W. Townshend, Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

Paul B. Johnson and

Lois M. Johnson, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

950

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

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 JUN 23 PM 12:09 Clerk.

Cost of Record $

RECORDED IN LIBER GTC NO 1213 FOLIO 407 GEO. T. CROMWELL, CLERK

No. 14,672 Equity

LIBER 136 PAGE 148

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South St.

Annapolis, Maryland

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Paul B. Johnson and Lois M. Johnson, his wife, dated June 20, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1213, Folio 404, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 21, 1961

at 12:00 o'clock Noon

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 181 as laid out on the plat of Margate Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 41.

BEING the same property conveyed unto Paul B. Johnson and Lois M. Johnson, his wife, by Louise B. Hurst, Widow, by deed dated November 16, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 655, Folio 178.

The above property is improved by a one and one-half story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be

FILED

1961 OCT 31 PM 12:43

6

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: October 26th, November 2nd, 9th and 16th, 1961

Please send 25 handbills

LIBER 136 PAGE 150

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,672 Equity.

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

I hereby certify that, on this 30th day of October , 19 61 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage,

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Paul B. Johnson and Lois M. Johnson, his wife,

~~are~~ 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 30th day of October , 19 61 .

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew, Notary Public.

My Commission will expire on:

Filed,

FILED
1961 OCT 31 PM 12:43

8

LIBER 136 PAGE 151

In the Matter of the	: No. 14,672	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Paul B. Johnson and Lois M.	:	for
Johnson, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Paul B. Johnson and Lois M. Johnson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated August 18, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1213, Folio 414.		$6,400.00
Less total amount paid on account of principal.	$916.14	
Less Credit Expense Account	6.17	
	$922.31	922.31
		$5,477.69
Plus interest to November 21, 1961. . .	$101.26	
Plus interest to December 26, 1961. . .	31.85	
Plus late charges	5.60	
	$138.71	138.71
Total Mortgage Indebtedness		$5,616.40

William W. Townshend

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of October, 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

NOTARY PUBLIC DOROTHY P. McNEW

FILED

1961 OCT 31 PM 12:43

9

14.672

The Pennsylvania Fire Insurance Company

A Stock Company

LIBER 136 PAGE 152
LIBER 11 PAGE 167

No. 14,672 Equity

BOND NO. 403147

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in full and just sum of SIX THOUSAND FOUR HUNDRED NO/100 ($6,400.00) - 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 present.

SEALED WITH OUR SEALS AND DATED this 10th day of November, 1961.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Paul B. Johnson and Lois M. Johnson, his wife, to the United Federal Savings & Loan Association, bearing date on or about the 20th day of June, 1958, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

Witness as to Principal:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

E. Klein
E. Klein

THE PENNSYLVANIA INSURANCE COMPANY

BY: Paul J. Mayer
Paul J. Mayer, Attorney-in-fact

Bond approved this 15th day of November 19 61

George T. Cromwell Clerk
By O.E.J.

FILED

1961 NOV 15 AM 9:19

10

ROBERT H. CAMPBELL - LIBER 136 PAGE 153 - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Paul B. Johnson and Lois M. Johnson, his wife, dated June 20, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1213, Folio 404, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 21, 1961

At 12:00 O'clock Noon

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland.

KNOWN AND DESIGNATED as Lot No. 181 as laid out on the plat of Margate Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 41.

BEING the same property conveyed unto Paul B. Johnson and Lois M. Johnson, his wife, by Louise B. Hurst, Widow, by deed dated November 16, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 655, Folio 178.

The above property is improved by a one and one-half story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1961 NOV 24 PM 12:08

LIBER 136 PAGE 154 Annapolis, Maryland
November 21, 1961

I hereby certify that I have this twenty-first day of November 1961, sold the property described on the reverse hereof unto George D. Johnson and Eva V. Johnson, his wife at and for the sum of SIX THOUSAND TWO HUNDRED DOLLARS ($6,200.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-first day of November 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SIX THOUSAND TWO HUNDRED DOLLARS ($6,200.00) and I/we hereby agree to comply with the terms of sale.

George D. Johnson

Eva V. Johnson

6200.00

FILED
1961 NOV 24 PM 12:08

12

LIBER 136 PAGE 155

In the Matter of the	: No.	14,672 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Paul B. Johnson and Lois M.	:	for
Johnson, 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 mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Paul B. Johnson and Lois M. Johnson, his wife, dated June 20, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1213, Folio 404, 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, 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, November 21, 1961 at 12:00 o'clock Noon, and then and there sold the said property to George D. Johnson and Eva V. Johnson, his wife, at and for the sum of Six Thousand Two Hundred Dollars ($6,200.00), being at that figure the highest bidders therefor, said property described as follows:

KNOWN AND DESIGNATED as Lot No. 181 as laid out on the plat of Margate Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 41.

BEING the same property conveyed unto Paul B. Johnson and Lois M. Johnson, his wife, by Louise B. Hurst, Widow, by deed dated November 16, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 655, Folio 178.

FILED

1961 NOV 24 PM 12:08

13

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of November, 1961, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL B. JOHNSON and LOIS M. JOHNSON, his wife

versus

LIBER 136 PAGE 157

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,672 Equity

Ordered, this 24th day of November, 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 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $ 6,200.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. Maryland Gazette (for Nov. 30 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL B. JOHNSON and LOIS M. JOHNSON, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of January, 1962 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

1962 JAN -5 AM 9:41

15

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 power of sale contained in a mortgage from Paul B. Johnson and Lois M. Johnson, his wife, dated June 20, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1213, Folio 404, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday,
November 21, 1961
at 12:00 o'clock Noon

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 181 as laid out on the plat of Márgate Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 7. Folio 41.

BEING the same property conveyed unto Paul B. Johnson and Lois M. Johnson, his wife, by Louise B. Hurst, Widow, by deed dated November 16, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 655, Folio 178.

The above property is improved by a one and one-half story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser of purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

N-16

No. 16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 158

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1961

We hereby certify, that the annexed

Attorney's Sale

Paul B. Johnson

14672 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 21st day of November, 1961. The first insertion being made the 26th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 NOV 27 PM 1:38

By Hazel Tilghman

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 159

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,672

Paul B. 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 2nd day of January, 1962. The first insertion being made the 30th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By Hazel Tilghman

1962 JAN -3 PM 4:01

No. M. G. 24354

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

14,672 Equity

In the Matter of the Mortgaged Real Estate of PAUL B. JOHNSON and LOIS M. JOHNSON, his wife.

Ordered, this 24th day of November, 1961, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $8,200.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-21

LIBER 136 PAGE 160

In the Case of

In the Matter of the Mortgaged
Real Estate
~~of~~
Paul B. Johnson
and
Lois M. Johnson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,672 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.

January 11, 1962

Laura K. Jackling
Auditor.

FILED
1962 JAN 12 AM 10:18

18

Dr. In the Matter of the Mortgaged Real Estate of Paul B. Johnson and Lois M. Johnson, his wife — in ac.

To Attorney for Commissions, viz:	217	26		
To Attorney for Fee, viz:	100	00	317	26
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	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	96		
The Pennsylvania Insurance Co.- bond premium	25	60		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	7	15		
Dorothy P. McNew - notary fees	1	50	186	03
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	5,616	40		
Interest @ 6% on principal balance of $5,477.69 from 11/26/61 to 2/20/62 - 2 months 25 days	78	51	5,694	91
To Paul B. Johnson and Lois M. Johnson, his wife, mortgagors - this balance		59		59
			6,254	79

with

William W. Towshend, Jr., Attorney named in Mortgage

Cr.

1961							
Nov.	21	Proceeds of Sale		6,200	00		
		Interest on deferred payment from 11/21/61 to 1/5/62		41	95	6,241	95
		Refund 1961 State and County taxes- 1 month 9 days		12	84	12	84
						6,254	79

LIBER 136 PAGE 163

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~ of

Paul B. Johnson

and

Lois M. Johnson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,672 Equity.

ORDERED, This 12th 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 19th 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 19th day of February next.

George T. Bramwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 FEB 21 AM 11:05

Matthew P. Evans

FILED

1962 JAN 12 AM 10:13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 164

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,672

Auditor Account

Paul B. 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 19th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 25154

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,672 Equity

In the Matter of the Mortgaged Real Estate of
PAUL B. JOHNSON and
LOIS M. JOHNSON, his wife

Ordered, this 12th day of January, 1962, that the Report an Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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 19th day of February next.

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

1962 FEB -5 PM 4:07

LIBER 136 PAGE 165

RAYMOND S. STINCHCOMB Route 2, Box 1A Severn, Maryland	: No. 13,724	EQUITY
vs	: In the Circuit Court	
VERTIE ~~BERTIE~~ STINCHCOMB Route 2 Severn, Maryland	: for	
and	:	
MORRIS G. STINCHCOMB and ALMA N. STINCHCOMB, his wife Route 2 Severn, Maryland	: Anne Arundel County	
and	:	
IVA ~~IDA~~ WARFIELD Route 2 Severn, Maryland	:	

: : : : : : : : : :

BILL FOR SALE OF REALTY FOR PURPOSE OF PARTITION

To the Honorable, the Judges of said Court:

Your Orator humbly complaining says:

1.

That Rezin S. Stinchcomb and Joshua Nicholas Stinchcomb were seized and possessed of a certain parcel of land in the Fourth Election District of Anne Arundel County, Maryland, containing 32 acres of land, more or less, as tenants in common, said property being more particularly described in a deed from Summerfield P.H. Benson and wife to Rezin S. Stinchcomb and Jushua Nicholas Stinchcomb dated March 6, 1922 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 54, Folio 234. A certified copy of said deed being filed herewith as Plaintiff's Exhibit A.

2.

FILED
1960 MAR 28 PM 9:16

That Rezin S. Stinchcomb, widower, conveyed his 1/2 interest in the aforesaid property to Morris G. Stinchcomb and Alma N.

Stinchcomb, his wife, as tenants by the entireties, by deed dated July 7, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 578, Folio 430. A certified copy of said deed being filed herewith as Plaintiff's Exhibit B.

3.

That Joshua Nicholas Stinchcomb being so seized and possessed of the remaining 1/2 interest departed this life intestate on or about the 4th day of September, 1959, and left surviving him a widow and the following children:

(A) Bertie Stinchcomb, widow, entitled to 3/18 interest

(B) Raymond S. Stinchcomb, son, entitled to 2/18 interest.

(C) Ida Warfield, daughter, entitled to 2/18 interest.

(D) Morris G. Stinchcomb, son, entitled to 2/18 interest.

(E) Morris G. Stinchcomb and Alma N. Stinchcomb, as tenants by the entireties, entitled to a 1/2 interest.

4.

That all parties to these proceedings are of legal age.

5.

That the Deceased left no personal property hence letters of administration were not taken out on his estate.

6.

That the said Real Estate cannot be divided in kind among the parties entitled thereto as aforesaid without material loss or injury to the said parties.

TO THE END, THEREFORE:

1. That a Trustee may be appointed by Decree of this Honorable Court to make sale of the property mentioned in these proceedings for the purpose of partition and that the proceeds be divided among the aforesaid heirs, according to their just respective shares agreeable to the Acts of Assembly in such cases made

and provided.

2. That in the Decree for the sale that this Honorable Court direct the Trustee or Trustees to give 90 days notice to the creditors of Joshua Nicholas Stinchcomb to file their claims in accordance with Art. 93, Sec. 124 of the Annotated Code of Maryland, 1957 Edition.
3. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

Woelfel, Curley and Woelfel

George B. Woelfel

Woelfel, Curley & Woelfel
Solicitors for the Plaintiff
9-11 School Street
Annapolis, Maryland
Phone CO-3-2282

Exp'd, to C. Stinchcomb 9/19/62

LIBER 136 PAGE 165

($7.50 Int. Rev. StamPS)

THIS DEED made this sixth day of March in the year Nineteen hundred and twenty two by and between Summerfield P.H.Benson and Laura J. Benson, his wife, of the first part and Rezin S. Stinchcomb and Joshua Nicholas Stinchcomb, of the second part, all of Anne Arundel County in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said parties of the second part to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving the said Summerfield P.H. Benson and Laura J. Benson, his wife, has bargained and sold and by these presents do grant and convey unto the said Rezin S, Stinchcomb and Joshua Nicholas Stinchcomb, as tenants in common their heirs and assigns in fee simple; All that tract, part of a tract, piece or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, at Severn Station, containing thirty one and one quarter (31¼) acres of land, more or less, and being the same tract of land conveyed to George E. Shipley by Thomas R. Goodwin by deed dated on the twenty third day of December in the year Eighteen hundred and seventy eight and recorded among the Land Records of Anne Arundel County in Liber S.H.No. 13, folio 430, except one acre thereof leased to said George R. Goodwin by said George E. Shipley by lease dated the tenth day of January in the year Eighteen hundred and seventy nine and recorded among said records in Liber S.H.No.13 folio 495, and being the same tract of land conveyed to the said Sumerfield P.H.Benson by Nicholas H. Green, Trustee, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this deed.

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

To Have and To Hold the above described lot of ground with its appurtenances unto and to the proper use and benefit of them the said Rezin S. Stinchcomb and Joshua Nicholas Stinchcomb as tenants in common, their heirs and assigns in fee simple.

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

FILED

1960 MAR 28 AM 8:36

13,7 Ref Ee

Stinchcomb Tax

Examined Exh

Recorded Dec 27, 1960

H11589d

LIBER 136 PAGE 169

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

Test: Summerfield P.H.Benson (Seal)

Myrtle Sturm Laura J. Benson (Seal)

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on thie sixth day of March in the year Nineteen hundred and twenty two before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Summerfield P.H.Benson and Laura J. Benson, hie wife, and acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

(Notary Seal) Myrtle Sturm
Notary Public

Recorded March 6, 1922, at 2 P.M.

LIBER 136 PAGE 170

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber W. N. W. No. 54, Folio 234, 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 23rd. day of March, 1960, A. D.

George T. Cromwell, Clerk

6

BOOK 578 PAGE 430 LIBER 136 PAGE 171

No stamps required

THIS DEED, Made this 7th day of July, in the year Nineteen hundred fifty, by and between REZIN S. STINCHCOMB, widower, party of the first part, and MORRIS G. STINCHCOMB and ALMA NAOMI STINCHCOMB, his wife, parties of the second part, all of Anne Arundel County, Maryland,

WITNESSETH, That for and in consideration of the sum of ten ($10.00) dollars and other good and valuable considerations, paid by the parties of the second part to the party of the first part, receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the parties of the second part, as tenants by entireties thereof, their heirs and assigns, in fee simple, the following property, to wit:

ALL the following tracts or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, namely:

1. All that tract of land containing 25 acres, more or less, which is fully and particularly described by metes and bounds, courses and distances in the deed thereof from John S. Strahorn, Attorney, to Rezin S. Stinchcomb, dated December 27, 1921, recorded among the Land Records of said County in Liber W.N.W. No. 48, folio 496.

2. All those two tracts of land being known and designated as Lots Nos. Four and Five of the Estate of Dennis Boyer, containing in the aggregate 15 3/4 acres, more or less, and being more fully described by metes and bounds, courses and distances in the deed thereof from Edward S. Stinchcomb and wife, et al, to Rezin S. Stinchcomb, dated May 20, 1923, recorded among said Land Records in Liber W.N.W. No. 73, folio 192; EXCEPTING, however, from said tracts: (a) 1/2 acres, more or less, conveyed by deed dated October 31, 1929, to Francis Warfield and wife, said deed recorded among said Land Records in Liber F.S.R. No. 67, folio 84; (b) 66 square perches of land, more or less, conveyed to Charles Strasser by deed dated December 31, 1943, recorded as aforesaid in Liber J.H.H.

FILED

1960 MAR 28 AM 9:16

7

13,724 Eq

Stinchcomb Idem

Refiled Dec. 29, 1960 Examiner's Ph. 2 E. Clowans

Plaintiff's Exhibits "B"

No. 298, folio 153.

3. All that undivided one-half interest in and to the tract of land containing 32¾ acres, more or less, which is fully described by metes and bounds, courses and distances in the deed from Thomas R. Goodwin to George E. Shipley, dated December 23, 1878, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 13, folio 430, and being the same property conveyed by Summerfield P. H. Benson and wife to Rezin S. Stinchcomb and Joshua Nicholas Stinchcomb, as tenants in common, by deed dated March 6, 1922, recorded among said Land Records in Liber W.N.W. No. 54, folio 234; EXCEPTING, however, from said tract the following: (a) 1 acre of land leased to Thomas Goodwin by Lease dated January 10, 1879, recorded among said Land Records in Liber S.H. No. 13, folio 495; (b) 1/2 acre of land conveyed to the Board of County School Commissioners by deed dated October 12, 1891, recorded as aforesaid in Liber S.H. No. 39, folio 563; (c) 7/100 of an acre of land conveyed to Arthur W. Boyer by deed dated July 20, 1910, recorded as aforesaid in Liber G.W. No. 77, folio 180.

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

TO HAVE AND TO HOLD said land and premises hereby intended to be conveyed unto and to the proper use and benefit of the parties of the second part, as tenants by entireties, their heirs and assigns, in fee simple.

AND the party of the first part hereby covenants that he will warrant specially the property hereby conveyed and will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the party of the first part.

Test:

Geneva H. Anderson

Geneva H. Anderson

Rezin S. Stinchcomb his mark (SEAL)

Rezin S. Stinchcomb

Marvin I. Anderson

Marvin I. Anderson

8

BOOK 578 PAGE 40

LIBER 136 PAGE 173

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 7th day of July, in the year Nineteen hundred fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared REZIN S. STINCHCOMB, widower, and he acknowledged the aforegoing deed to Morris G. Stinchcomb and Alma Naomi Stinchcomb, his wife, to be his act and deed.

As witness my hand and seal Notarial.

Geneva H. Anderson

Geneva H. Anderson Notary Public

Recorded-8th-July-1950-at-10:30-A.M.

9

LIBER 136 PAGE 174

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.578, Folio 430, 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 23rd. day of March, 1960, A. D.

George T. Cromwell

George T. Cromwell, Clerk per JHG

10

RAYMOND S. STINCHCOMB	:	NO. 13,724 EQUITY
	:	IN
vs.	:	THE CIRCUIT COURT
	:	FOR
MORRIS G. STINCHCOMB and ALMA N. STINCHCOMB, his wife, et al	:	ANNE ARUNDEL COUNTY

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

ANSWER OF ~~RAYMOND S.~~ Morris G. STINCHCOMB AND
ALMA N. STINCHCOMB, HIS WIFE, AND
<u>REQUEST FOR REPRESENTATION IN TRUSTEESHIP</u>

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of ~~Raymond S.~~ Morris G. Stinchcomb and Alma N. Stinchcomb, his wife, to the Bill of Complaint for partition against them and others, in this Court exhibited respectfully shows:

1. That they admit the allegations of the Bill of Complaint and they request that they be allowed representation in the trusteeship in as much as they are the owners of 11/18 interest in the property.

And as in duty bound, etc.

Solicitor for Respondents

I hereby certify that I mailed a copy of the above Answer to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, this 29th day of April, 1960.

Solicitor for Respondents

FILED
1960 APR 29 PM 1:26

LIBER 136 PAGE 176

RAYMOND S. STINCHCOMB	:	NO. 13,724 EQUITY
	:	IN
vs.	:	THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
MORRIS G. STINCHCOMB and ALMA N. STINCHCOMB, his wife, et al	:	

PETITION FOR LEAVE TO ADMEND ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Morris G. Stinchcomb and Alma N. Stinchcomb, his wife, respectfully shows;

That heretofore they filed their answer in this case but through inadvertence your petitioners name was stated to be Raymond S. Stinchcomb whereas it should have been Morris G. Stinchcomb.

Wherefore your petitioners pray leave to strike the words "Raymond S." from their answer and to insert the words "Morris G." in the place thereof by interlineation.

Solicitor for Morris G. Stinchcomb and Alma N. Stinchcomb, his wife

ORDER

Ordered this 18th day of May, 1960, by the Circuit Court for Anne Arundel County that leave be in the same is hereby granted to admend the answer by interlineation as prayed.

JUDGE

I hereby certify that I mailed a copy of the above petition to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, this 18th day of May, 1960.

Solicitor for Respondents

FILED 1960 MAY 18 AM 11:53

FILED 1960 MAY 19 AM 10:09

PETITION

12

LIBER 136 PAGE 177

Raymond S. Stinchcomb	:	No. 13,724 Equity
	:	In the
	:	Circuit Court
	:	for
Morris G. Stinchcomb, et al	:	Anne Arundel County
	:	

: : : : : : : : :

PETITION TO AMEND NAMES OF DEFENDANTS BERTIE STINCHCOMB TO VERTIE STINCHCOMB AND IDA WARFIELD TO IVA WARFIELD AND ORDER OF COURT THEREON

: : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of Raymond S. Stinchcomb respectfully shows:

1.

That your Petitioner filed a bill for the sale of realty for the purpose of partition in this Honorable Court and that the names of two defendants were inadvertently spelt incorrectly in that the name of Bertie Stinchcomb should have been Vertie Stinchcomb and the name of Ida Warfield should have been Iva Warfield.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court substituting the names of Vertie Stinchcomb in the place and stead of Bertie Stinchcomb and Iva Warfield in the place and stead of Ida Warfield where the said names were incorrectly spelt in the pleading.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Woelfel, Curley & Woelfel
Solicitors for the Plaintiff
9-11 School Street
Annapolis, Md.

ORDER OF COURT

Upon the aforegoing petition, it is this 23rd day of May,

FILED
1960 MAY 23 PM 12:45

13

in the year 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the name of Vertie Stinchcomb be substituted for the name of Bertie Stinchcomb and that the name of Iva Warfield be substituted for Ida Warfield where the same appears in the pleadings filed in this case and that this order shall take effect nunc pro tunc.

Matthew S. Evans
Judge

FILED
1960 MAY 24 AM 10:01

14

LIBER 136 PAGE 179

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 31st day of October, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Raymond B. Stinchcomb,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s,
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Vertie Stinchcomb, age 84, and Iva Warfield, age 45, are too old for military service,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 31st day of October, 19 60.

Notarial Seal

Mary M. Duff
Notary Public

My Commission will expire on: 5/1/61

Filed,

FILED
1960 OCT 31 PM 1:11

15

LIBER 136 PAGE 180

Raymond S. Stinchcomb

vs.

Vertie Stinchcomb, et al

No. 13724 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Vertie Stinchcomb and Iva Warfield, ~~xxxx Order of Publication duly published (xxxxxx)~~ (having been duly summoned) having failed to appear to the Bill of Complaint and answer same. according to the command of the said ~~Order of Publication~~ (or Writ of Summons.)

It is thereupon this 31st day of October 1960 by the Circuit Court for Anne Arundel County in Equity, adjudged ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants .

And it is further ordered that leave is hereby granted to the Plaintiff .to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

O. Bowie Duckett

Judge

FILED

1960 NOV -1 PM 2:05

16

RAYMOND S. STINCHCOMB	*	IN
	*	
VS.	*	THE CIRCUIT COURT
	*	
VERTIE STINCHCOMB,	*	FOR
	*	
and	*	ANNE ARUNDEL COUNTY
	*	
MORRIS G. STINCHCOMB,	*	
and	*	
	*	
IVA WARFIELD	*	NO.13,724 EQUITY

* * * *

TESTIMONY ON BEHALF OF PLAINTIFF

November 3, 1960

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff

Mr. Marvin I. Anderson, Solicitor for Respondents

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 - 4.

Raymond S. Stinchcomb, pages 5 - 7.

Iva G. Warfield, page 8.

FILED

1960 DEC 29 AM 9:31

T. Carroll Worthington, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A T. Carroll Worthington, Townsworth Building, Annapolis, Maryland.

2 What is your occupation?

A Realtor.

3 How long have you been engaged in buying and selling real estate in Anne Arundel County?

A Since 1923.

4 Do you consider you're familiar with the fair market value of property in Anne Arundel County?

A I am.

5 Have you had opportunity to view the estate of the late Jushua Nicholas Stinchcomb, in the Fourth Election District of Anne Arundel County?

A I have, on September 29th.

6 Tell the Court what you found there.

A I found 29 3/4 acres of land on a hard top road, near Severn, improved by eight houses and a masonry garage.

7 Did you undertake to appraise the property?

A I did.

8 What, in your opinion, is the fair market value of the property you appraised?

A I broke it down into land and improvements.

9 First, give us the total.

A The total, Forty Thousand Eight Hundred and Fifty Dollars ($40,850.00).

10 And how did you arrive at that figure?

A We appraised the land at Sixteen Thousand Two Hundred and Fifty ($16,250.00), and the improvements at Twenty Four Thousand Six Hundred ($24,600.00).

11 Now, what value did you place on the various houses, as a fair market value?

A House No. 1, ($9000.00).

12 Describe it as you go.

A It has two stories, frame, composition roof, 5 rooms and bath, three-quarter basement, hot water heat and has a masonry workshop, 21 x 18, the two of them would be $10,100.00; No. 2, two story frame, composition roof dwelling with one room addition, four rooms with a space heater, $1800.00; the third one is a two story frame, shingle roof, four rooms, space heater, $1800.00; No. 4, two story, frame, rolled roof dwelling, 4 rooms, space heater, half basement, $2000.00; No. 5, two story frame, shingle roof dwelling, 6 rooms, space heater, $3500.00; No. 6, two story frame, rolled roof dwelling, 4 rooms, space heater, $2100.00; No. 7, two story frame, rolled roof dwelling, 5 rooms, space heater, $1800.00; and No. 8, two story frame, rolled roof dwelling, 3 rooms, space heater, $1500.00. Three houses, No,1, 7 and 8, face on a blacktop road. This property has a frontage on a blacktop road of 528 feet.

13 Mr. Worthington, do you believe this property can be divided in kind, without material loss or injury?

A No, it could not be, you couldn't separate each one of

those houses and lots the way they have them set up, most of them are in the front part of the land.

(Mr. Woelfel)

Witness with you, Mr. Anderson.

(Mr. Anderson)

No questions.

20

QUESTION BY THE EXAMINER:

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

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

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

Signature I. Carl Worley, M.D.

21

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

(Mr. Woelfel)

1 State your name and address.

A Raymond S. Stinchcomb, Severn, Maryland.

2 Mr. Stinchcomb, you are the plaintiff in this case, are you not?

A Yes sir.

3 Did you remember Rezin S. Stinchcomb and Jushua Nicholas Stinchcomb?

A Yes sir.

4 Did they own any land in the Fourth Election District of Anne Arundel County?

A Yes sir, they owned 32 acres more or less as tenants in

5 common.

5 Is that the property described in a deed from Summerfield P. H. Benson and wife to Rezin S. Stinchcomb and Jushua Nicholas Stinchcomb, his brother, dated March 6, 1922, and recorded among the Land Records of Anne Arundel County, in Liber WNW No.54, Folio 234?

A Yes, it is.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

6 What did Rezin S. Stinchcomb, widower, do with his half interest in the property?

A He turned it over to my brother, Morris G. Stinchcomb, and Alma N. Stinchcomb, his wife.

7 Is this the deed dated July the 7th, 1950, and recorded among the Land Records of Anne Arundel County, in Liber

22

J.H.H. No. 578, Folio, 430?

A Yes sir.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

8 Is Jushua Nicholas Stinchcomb, the owner of the other half, living or dead?

A Dead.

9 When did he die?

A September the 4th, 1959.

10 Did he make a Will or die intestate?

A He didn't make no Will.

11 What heirs, if any, did he leave?

A He left a widow and three children.

12 State their names.

A Iva Warfield, daughter; Morris G. Stinchcomb and Raymond, and / Vertie Stinchcomb.

13 Vertie is the widow?

A The widow.

14 Are all the parties you just named of legal age?

A Yes sir.

15 Did the decedent, Jushua Nicholas Stinchcomb, leave any personal property?

A No sir.

16 And no Letters of Administration have ever been taken out on his estate?

A No sir.

17 Do you believe that real estate can be divided in kind among the parties in title thereto, without material loss or injury?

A I don't think so.

18 Why do you say that?

A It would be a right hard job, you couldn't divide the houses very well, they've been laid out so it would be very difficult to try to divide them.

(Mr. Woelfel)

Witness with you.

(Mr. Anderson)

No cross-examination.

(Mr. Woelfel)

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

A I think the price stated by Mr. Worthington would be a fair price.

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Raymond S. Strickrodt. .

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

(Mr. Woelfel)

1 State your name and address.

A Iva G. Warfield.

2 And you are one of the children of the late Jushua Nicholas Stinchcomb?

A Yes sir.

3 And the plaintiff, Mr. Raymond S. Stinchcomb, is your brother?

A Yes sir.

4 And you've heard Mr. Raymond S. Stinchcomb describe the genealogy of the family?

A Yes sir, I have.

5 Is his description correct?

A As far as I can see, it is.

6 Then your testimony would be the same as what he has given, if asked in detail?

A Yes sir.

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

A Well, I couldn't really say, because I'm not qualified, I don't know much about the value of property.

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Iva G. Wayfield. . .

37

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 closed, and at the request of Plaintiff's Solicitor is returned to the Court.

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

Witness my hand and seal this 29th day of December, 1960.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00
I.H. $10.00 14 9-7

LIBER 136 PAGE 193

Raymond S. Stinchcomb	:	No. 13,724 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Morris G. Stinchcomb, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

D E C R E E

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 this property cannot be divided in kind without material loss or injury

It is thereupon this 17th day of January, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate mentioned and described in these proceedings be sold and that George B. Woelfel and Marvin I. Anderson, be, and they are hereby, appointed trustees to make the said sale but before proceeding to sell, the said Trustees shall file with the Clerk of this Court a bond in the penal sum of forty Thousand Dollars to be approved by the Court or the Clerk thereof, conditioned for the faithful performance of this trust or any order or decree passed in the future and the said Trustees shall proceed to advertise the property for sale in a newspaper printed and published in Anne Arundel County aforesaid once a week for three successive weeks before the day of sale stating the time, place, manner and terms thereof and to give such other notice as they may deem appropriate, at which said sale the Trustees shall demand a deposit of One Thousand ($1000.00) Dollars and the balance to be paid in cash upon final ratification of the sale; the deferred payments to bear interest at the rate of six percent per annum or all cash at the option of the said purchaser, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale,

29

and on the payment of the whole purchase money, the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the Trustees shall give notice to the creditors of Joshua Nicholas Stinchcomb, deceased, to file their claims duly authenticated with the Clerk of this Court, on or before the 29th day of April, 1961, or thereafter be forever barred.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the said Trustees, be, and they are hereby, vested with the power and authority to have a survey made of the premises dividing the realty into lots improved by each house.

V. Bowie Duckett
Judge

FILED
1961 JAN 17 PM 3:32

30

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 195

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1961

We hereby certify, that the annexed

Notice to Creditors

Eq. 13,724.

Joshua Nicholas Stinchcomb

(deceased)

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 29th day of April, 1961. The first insertion being made the 28th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Notice To Creditors

Pursuant to a decree of the Circuit Court for Anne Arundel County dated the 17th day of January, 1961, and passed in a cause therein pending wherein Raymond S. Stinchcomb, was plaintiff, and Morris G. Stinchcomb, et al, were defendants, the same being No. 13724 Equity, we, the undersigned appointed trustees by said decree, do hereby give notice that any or all creditors of Joshua Nicholas Stinchcomb, deceased, shall file their claim duly authenticated with the Clerk of the Circuit Court for Anne Arundel County, in No. 13724 Equity, on or before the 29th day of April, 1961, otherwise their said claim shall be barred.

MARVIN I. ANDERSON
GEORGE B. WOELFEL,
Trustees

F-18

No. M.G. 4-2-8-2-3

31

LIBER 11 PAGE 80 LIBER 136 PAGE 196

RAYMOND S. STINCHCOMB

VS

BERTIE STINCHCOMB, et al.

* NO. 13,724 EQUITY

* IN

* THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

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

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and George B. Woelfel, of Annapolis, 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, are held and firmly bound unto the State of Maryland in the full and just sum of Forty thousand dollars ($40,000.00), 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 10th day of August, in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Marvin I. Anderson and George B. Woelfel were appointed Trustees by virtue of a Decree of the Circuit Court of Anne Arundel County, dated January 17, 1961, to make sale of the property mentioned in the proceedings in the case of Raymond S. Stinchcomb vs. Bertie Stinchcomb, et al., known as No. 13,724 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above Marvin I. Anderson and George B. Woelfel do and shall well and faithfully perform the trust reposed in them by said Decree, or that may be reposed in them by any future Decree or Order

Bond approved this 11th day of August, 1961
George T Crommell, Clerk

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1961 AUG 11 PM 3:55

32

in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

LIBER 1135 PAGE 197

LIBER 11 PAGE 81

Marvin I. Anderson (SEAL)

George B. Woelfel (SEAL)

Signed, sealed and delivered in the presence of

Mary F. Schoolden

NATIONAL SURETY CORPORATION

BY: Rose M. Bausch

Assistant Secretary

NATIONAL SURETY CORPORATION NEW YORK

33

EXHIBIT "A"

PUBLIC SALE

OF VALUABLE

LIBER 136 PAGE 198

REAL ESTATE

IN THE FOURTH DISTRICT NEAR SEVERN

This tract contains 29.94 acres of land near Camp Meade, has a frontage on the Md. Road No. 554 of 489.72 feet; on the road to Severn Station 1146.64 feet and on the Severn State Road of 901.85 feet; improved by 8 frame dwellings and one abandoned one, concrete block garage and workshop, 2 sheds and frame garage; would make an ideal development near the growing Camp Meade.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 17th day of January, 1961, and passed in a cause therein pending wherein Raymond S. Stinchcomb, was plaintiff, and Morris G. Stinchcomb, et al. were defendants the same being No. 13,724 Equity, the undersigned, were duly appointed trustees to make the sale of the proprty hereinafter described and will offer the same for sale at public auction at the Court House door in the City of Annapolis on

TUESDAY, AUGUST 29, 1961

At 10 O'clock A.M., DST,

All that parcel of ground lying, being and situate in the Fourth Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same at a large stone found at the beginning of the first line of the conveyance from George E. Shipley and Tane Shipleyto Arthur W. Boyer, et al. by deed dated July 21, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 77, folio 180, said stone is also the beginning of the second or N 47½ ° W 60 perch line of the whole tract, and thence running with said second and third line as now surveyed and corrected for magnetic variation N 46° 16' W 984.20 ft.; thence N 15° 26' 10" E 561.00 ft. to an iron pipe set; thence running with a part of the fourth line N 66° 26' 10" E 240.00 ft. to an iron pipe set on the southeasterly side of Severn Road; thence with said side of Severn Road N 74° 26' 30" E 66.63 ft.; thence N 66° 26' 10" E 313.00 ft. to an iron pipe found marking the northwest corner of the John Boyer lot; thence leaving said road and running with the lines of said lot S 23° 33' 50" E 155.00 ft.; thence N 66° 26' 10" E 128.70 ft.; thence N 23° 33' 50" W 155.00 ft. to an iron pipe found on the southeasterly side of Severn Road marking the northeast corner of the John Boyer lot; thence leaving said lot and running with the side of Severn Road N 66° 26' 10" E 324.20 ft.; thence S 89° 03' 50" E 198.02 ft. to an iron pipe found marking the northwest corner of the property now containing Miklasz Store and apartments and formerly leased from George E. Shipley to Thomas R. Goodwin, said lease is recorded among said Land Records in Liber S.H. 13, folio 495; thence leaving said Severn Road and running with the lines of said store and apartments lot S 8° 44' 10" W 202.27 ft.; thence S 89° 03' 50" E 165.01 ft. to the northwesterly side of the road to Severn Station; thence with the same S 25° 11' 10" W 1146.64 ft. to intersect the northwesterly side of Maryland State Road No. 554; thence with the same and a curve to the left whose radius is 971.66 ft. an arc distance of 495.05 ft. subtended by a chord of S 27° 22' 25" W 489.72 ft. to a point located in the first or S 46° E 83.5 ft. line of the conveyance from George E. Shipley and wife to Arthur W. Boyer, et al. as previously mentioned; thence leaving said State Route No. 554 and running with a part of said line reversely N 46° 16' W 62.03 ft. to the place of beginning. Contains 29.94 acres of land, more or less.

Being a part of that same property which by deed dated March 6, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 54, folio 234, was conveyed by Summerfield P. H. Benson and Laura J. Benson, to Rezin S. Stinchcomb and Joshua Nicholas Stinchcomb.

IMPROVEMENTS: This property is improved by 8 frame dwellings and one abandoned one, 2 sheds, 1 concrete and 1 frame garage.

TERMS OF SALE: A deposit of $1,000.00 will be required on the day of sale, balance to be paid in cash upon the ratification of the sale; deferred payments to bear interest at the rate of 6% per annum or all cash at the option of the purchaser.

Taxes and all other public liens to be adjusted as of the day of sale.

For further particulars apply to the undersigned trustees where a plat of the property can be viewed.

George B. Woelfel
Marvin I. Anderson, Trustees
9-11 School Street or
92 Franklin Street
Annapolis, Md.

FILED

1961 OCT 27 PM 3:28

EXHIBIT "A"

LIBER 136 PAGE 199

CONTRACT OF SALE—Form 19. EXHIBIT "B"

THIS AGREEMENT, Made this 20th day of October

nineteen hundred and sixty-one , between

GEORGE B. WOELFEL and MARVIN I. ANDERSON, Trustees in No. 13,724 Equity in the Circuit Court for Anne Arundel County

of the first part and

F.
JOSEPH/HUGHES

of the second part.

LIBER 136 PAGE 200

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in in the Fourth Election District of Anne Arundel County, Maryland, containing 29.94 acres, more or less, as described by metes and bounds in the attached handbill and being the same property mentioned and described in the proceedings in No. 13,724 Equity in the Circuit Court for Anne Arundel County. Also, being a part of the property which by deed dated March 6, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 54, folio 234, was conveyed by Summerfield P.H. Benson and Laura J. Benson to Rezin S. Stinchcomb and Joshua Nicholas Stinchcomb.

At and for the price of Thirty-four thousand ($34,000.00) - - - - - - - - - Dollars,

of which One thousand ($1,000.00) - Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:
Balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County in No. 13,724 Equity deferred payment to bear interest at the rate of 6% per annum or all cash at the option of the purchaser.

~~And upon payment as above of the unpaid purchase money a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.~~

Taxes, and other public liens, if any, to be adjusted as of the day of sale. It is understood that there is to be no adjustment of rent.

~~to be paid or allowed for by the Vendor to , nineteen hundred and~~

~~Time is the essence of this contract.~~

Witness our hands and seals.

TEST: FILED OCT 27 PM 3:29 1961

R. Jean Alder

R. Jean Alder

George B. Woelfel [SEAL]

George B. Woelfel

Marvin I. Anderson [SEAL]

Marvin I. Anderson
Trustees in No. 13,724 Equity

[SEAL]

[SEAL]

Joseph F. Hughes

EXHIBIT "B"

35

	*	NO. 3,724 EQUITY
RAYMOND S. STINCHCOMB	*	IN
vs	*	THE CIRCUIT COURT
VERTIE STINCHCOMB, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

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

LIBER 136 PAGE 201

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson and George B. Woelfel, Trustees appointed in this cause, to make sale of the real estate therein mentioned respectfully shows: that after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette and the Evening Capital, newspapers published in Anne Arundel County, Maryland, and also in the Baltimore Sun newspaper, and by hand bills set up at the Court House Door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House Door in the City of Annapolis on Tuesday, August 29, 1961, at ten o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate described in said proceedings as containing 29.94 acres and improvements, and which is more fully described by metes and bounds, courses and distances, in the handbill attached hereto and marked "Exhibit A" and prayed to be taken as a part hereof.

After the sale had been cried for some time and a number of bids were made, a final offer of $34,000.00 was made by Joseph F. Hughes, he being the highest bidder therefor. However, after

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1961 OCT 27 PM 3:28

3C

consulting with some of the interested parties, the Trustees withdrew the sale as being inadequate and gave notice that they would hold the property for private sale.

Since the advertised day of sale, the Trustees have made an effort to sell the property to various parties for a greater sum than that offered at public auction, but have not received any increased offers, and, in fact, they have not received an offer equal to the amount bid on the day of sale. The Trustees then contacted the said Joseph F. Hughes, through his attorney, and learned that the said Joseph F. Hughes, was still willing to purchase the property for the amount offered on the day of sale, but no more. As a result your Trustees have entered into a contract of sale with the said Joseph F. Hughes for $34,000.00, of which $1,000.00 has been paid, subject to the ratification of sale by the Circuit Court for Anne Arundel County. A copy of said contract of sale is filed herewith marked "Exhibit B" and is prayed to be taken as a part hereof. Your Trustees therefore now report to the Court the sale of the said property as aforesaid at a total price of $34,000.00.

The price obtained for the property is a fair and reasonable one and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson)

George B. Woelfel

Trustees

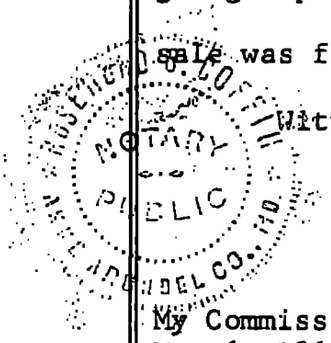
LIBER 130 PAGE 202

37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARVIN I. ANDERSON and GEORGE B. WOELFEL, Trustees, and they 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.

Witness my hand and seal Notarial.



Rosemond S. Coffin
Notary Public

My Commission Expires
May 6, 1963.

38

ORDER NISI

RAYMOND S. STINCHCOMB

versus

VERTIE STINCHCOMB, et al

LIBER 136 PAGE 204

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,724 Equity

Ordered, this 27th day of October, 19 61, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson and George B. Woelfel, Trustees

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 $34,000.00.

Filed Oct.27,1961

True Copy,

George T Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

RAYMOND S. STINCHCOMB

versus

VERTIE STINCHCOMB, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

O. Bowie Duckett

JUDGE.

FILED

1961 DEC 12 PM 12:20

39

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 205

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 27, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,724

Raymond S. Stinchcomb.

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

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 13,724 Equity
RAYMOND S. STINCHCOMB
versus
BERTIE STINCHCOMB et al

Ordered, this 27th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson and George B. Woelfel, Trustees 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 $34,000.00.

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

FILED

No. M. G. 2441 Acct 1961 DEC -8 PM 3:51

40

OFFICE OF 13,724

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 206

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1962

We hereby certify, that the annexed

Notice To Creditors

Vertie Stinchcomb

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of March, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED JAN -8 PM 3:00

No. M. G. 2463/1962

Notice To Creditors

Pursuant to an order of the Circuit Court for Anne Arundel County dated the eighth day of December, 1961, and passed in a cause therein pending wherein Raymond S. Stinchcomb was plaintiff and Morris G. Stinchcomb and others were defendants, the same being No. 13,724 Equity, in said Court pending, we, the undersigned appointed Trustees in said cause do hereby give notice that any or all creditors of

VERTIE STINCHCOMB,
deceased,

late of Anne Arundel County, shall file their claims duly authenticated with the clerk of the Circuit Court for Anne Arundel County, in No. 13,724 Equity, on or before the fifteenth day of March, 1962; otherwise their said claims shall be barred.

MARVIN I. ANDERSON
GEORGE B. WOELFEL,
Trustees

J-4

41

LIBER 136 PAGE 207

In the Case of

Raymond S. Stinchcomb

VS.

Vertie Stinchcomb, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,724 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.

January 9, 1962

1962 JAN 12 PM 4:07

Dr. Raymond S. Stinchcomb vs. Vertie Stinchcomb, et al in ac.

To Trustees for Commissions, viz:	966	62	966	62
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	70	50		
Joseph W. Alton, Jr. - Sheriff's costs	5	80		
Emanual Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	10	00		
Auditor - stating this account	54	00		
			170	30
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	157	50		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Capital-Gazette Press - notice to creditors of Joshua N. Stinchcomb	20	00		
Speer Publications, Inc. - handbills	13	98		
The A. S. Abell Co. - advertising sale	13	65		
National Surety Corp. - bond premium	160	00		
Robert H. Campbell - auctioneer's fee	170	00		
Gerald J. Collier - survey, plat and description	400	00		
T. Carroll Worthington - appraisal and testimony	100	00		
Clerk of Court - certified copy of deed	5	25		
One-half Federal documentary stamps	18	70		
One-half State documentary stamps	37	40		
Rosamond S. Coffin - notary fee		75		
Mary M. Hoff - notary fee		50	1,124	73
To Trustees for Taxes, viz:				
1960 State and County taxes and interest	312	43		
1961 State and County taxex ($283.55)-354 days, and interest	288	53		
			600	96
BALANCE FOR DISTRIBUTION - $31,468.29				
Distributed as follows, viz:				
(1) To Morris G. Stinchcomb and Alma N. Stinchcomb, his wife - one-half	15,734	15		
(2) To Heirs at Law of Joshua Nicholas Stinchcomb, who died 9/4/59 -(one-half), viz:				
I. To Vertie Stinchcomb, widow - one-sixth $5,244.72				
LESS				
Direct inheritance tax 52.45	5,192	27		
II. To Raymond V. Stinchcomb, son- one-ninth $3,496.48				
LESS				
Direct inheritance tax 34.96	3,461	52		

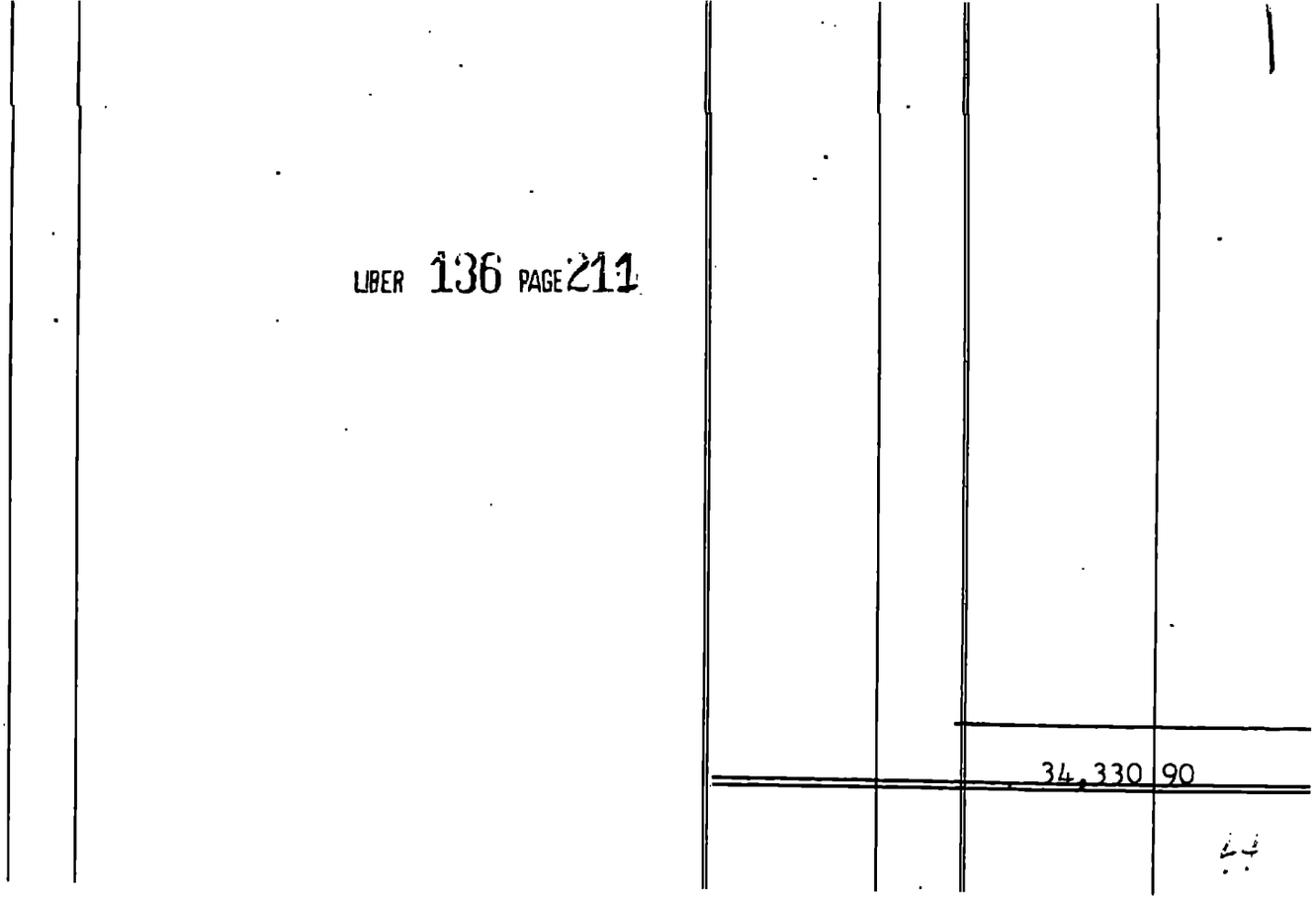
LIBER 136 PAGE 209

III. To Iva Warfield, daughter - one-ninth -	$ 3,496.47			
LESS Direct inheritance tax	34.96	3,461	51	
IV. To Morris G. Stinchcomb, son - one-ninth	$3,496.47			
LESS Direct inheritance tax	34.96	3,461	51	
To George W. Nutwell, Register of Wills- total direct inheritance tax		157	33	31,468 29
				34,330 90

with George B. Woelfel and Marvin I. Anderson, Trustees Cr.

1961							
Dec.	20	Proceeds of Sale		34,000	00		
		(Contract dated 10/20/61)					
		Interest on deferred payment of					
		$33,000.00 from 10/20/61 to					
		12/20/61		330	90	34,330	90

LIBER 136 PAGE 211



LIBER 136 PAGE 212

ORDER NISI

Raymond S. Stinchcomb

VERSUS

Vertie Stinchcomb,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,724 Equity.

ORDERED, This 15th 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 19th 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 19th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Brown Duckett

1962 JAN 12 PM 4:27

19 19 19 Account

URT

nty

Docket

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 213

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 1, 1962

We hereby certify, that the annexed

Order Nisi Eq. 13,724

Auditor's Account

Raymond S. vs

Vertie Stinchcomb

was published in

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,724 Equity
RAYMOND S. STINCHCOMB
versus
VERTIE STINCHCOMB, et al

Ordered, this 15th 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 19th 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 19th day of February next.

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

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 25153

1962 FEB 20 By: Hazel Tilghman

46

LIBER 136 PAGE 214

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ALBERT K. SHIRIEY and	*	FOR
MARY A. SHIRIEY, his wife	*	ANNE ARUNDEL COUNTY
		NO. 14616 EQUITY

* *

MR. CLERK:

Please docket this case and file the original Mortgage, Assignment, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey

SAMUEL M. IVREY, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 SEP 26 PM 1:13

4131

LIBER 1002 PAGE 267

LIBER 136 PAGE 215

No. 14,616 Equity

MORTGAGE

THIS MORTGAGE, Made this 10th day of February, A.D. 1956, by and between ALBERT K. SHIRLEY and MARY A. SHIRLEY, his wife, of Anne Arundel County, Maryland,

hereinafter called the Mortgagor, and ARUNDEL BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland,

hereinafter called the Mortgagee.

WHEREAS, the Mortgagors are members of said body corporate, and have received therefrom an advance of Thirteen Thousand Dollars ($13,000.00), the due execution of this Mortgage having been a condition precedent to the granting of said advance; and

WHEREAS, the Mortgagors are justly indebted to the Mortgagee for borrowed money in the principal sum of Thirteen Thousand Dollars ($13,000.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the offices of Arundel Building and Loan Association, Inc., 11 School Street, Annapolis, Maryland, in monthly installments of One Hundred Seventy-Five Dollars, commencing on the first day of March 1956 and on the first day of each month thereafter until the principal and interest are fully paid; except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August 1964; the privilege is reserved to pay this debt in whole or in an amount equal to one (1) or more monthly installments on the principal that are next due on the first day of any month prior to maturity, provided, however, that when and if such prepayment in full is for the purpose of refinancing this loan, then a three per cent (3%) premium on the unpaid principal balance of this loan shall be paid by the Mortgagors for the privilege of such prepayment; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest, and the performance of all the covenants and conditions herein contained should be secured by the execution of thesepresents; and

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars ($10.00), the said Mortgagors do

2

hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, near the village of Eastport, and according to a plat and survey thereof made by C. E. Miller, Civil Engineer, on 14 December 1929, and more particularly described as follows:

BEGINNING for the same at a point on the northwest side of the County Road and at the intersection of the County Road and the Bay Ridge Railroad right of way; thence running North 27 degrees East for the distance of 50 feet along the County Road; thence running North 41 degrees 30 minutes West for the distance of 200 feet; thence running South 27 degrees West for the distance of 50 feet to a point on the Bay Ridge Railroad right of way; thence running South 41 degrees 20 minutes East for the distance of 200 feet to the place of beginning. Being designated as Lot No. I on said plat.

BEING the same property which was conveyed to the Mortgagors herein by Russell L. Hardesty and Grace J. Hardesty, his wife, by deed dated 9 September 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 537, folio 564.

FOR VALUE RECEIVED, Annapolis Federal Savings and Loan Association hereby assigns the within Mortgage to Samuel M. Ivrey, Assignee for the purpose of foreclosure.
AS WITNESS WHEREOF, Annapolis Federal Savings and Loan Association has caused this assignment to be executed in its name by its President and its Corporate Seal duly attested by its Secretary hereunto affixed this 25th day of September , 1961.

ATTEST: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Brendan S'Dwyer, Executive Sec'y BY: R. Gardiner Chaney, President

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

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

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option at any time 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, convenants and agrees as follows:

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

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Thirteen Thousand - - - Dollars ($13,000.), said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid 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..

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandible; and it shall be lawful for the said Mortgagee, or Matthew S. Evans, its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Seventy-five Dollars ($ 75.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, sucessors 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 and seal of the Mortgagor on the day and year first above written.

Witness:

Albert K. Shirley (SEAL)
Albert K. Shirley

Viola J. Brown
Viola J. Brown

Mary A. Shirley (SEAL)
Mary A. Shirley

(SEAL)

(SEAL)

5

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit: LIBER 1002 PAGE 270

I HEREBY CERTIFY, That on this seventeenth day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared MARY A. SHIRLEY, one of the Mortgagors herein, ~~[illegible]~~, and she acknowledged the foregoing mortgage to be her act.

At the same time also personally appeared MATTHEW S. EVANS, Attorney for within 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.

Viola J. Brown
Viola J. Brown Notary Public

LIBER 136 PAGE 218

VIOLA J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILE IN EQUITY No. 14616
4/3

MORTGAGE

Albert K. Shirley
Mary A. Shirley, his wife

...TO...

Arundel Building & Loan Asso. Inc.

Received for Record 20 Day of FEB 1956, at 11 A.M. and the same day recorded in Liber G.T.C. No 1002 Fol. 267 Land Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
ANNAPOLIS, MD.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 SEP 26 PM 1:22
& RECORDED IN LIBER GTC
NO. ___ FOLIO ___
GEO. T. CROMWELL, CLERK

STATE OF ~~RHODE ISLAND~~ Maine, COUNTY OF Cumberland, to wit:

I HEREBY CERTIFY, That on this 10th day of February 1956, before me, the subscriber, a Notary Public of the State of ~~Rhode Island~~ Maine, in and for the County aforesaid, personally appeared ALBERT K. SHIRLEY, one of the Mortgagors herein, and he acknowledged the foregoing Mortgage to be his act.

In Testimony Whereof, I have hereunto set my hand and seal the day and year aforesaid

Howard C. Chilberg
Notary Public
My commission expires 2/24/60
HOWARD C. CHILBERG

Rec'd for record Feb 20 1956 at 11:00 A.M.
Mailed to McWilliams, Evans & Melvin

For value received, Arundel Building and Loan Association, Inc., assigns the within mortgage and the debt secured thereby to

Annapolis Federal Savings and Loan Association

In witness whereof, Arundel Building and Loan Association, Inc., has caused this assignment to be executed in its name by its President and its corporate seal duly attested by its Secretary hereunto affixed this 1st day of July 1961

Arundel Building & Loan Association, Inc.

Attest: Mary M. Monroe Sec'y By: Matthew S. Evans Pres.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 JUL -3 PM 3:11
& RECORDED IN LIBER GTC
NO 1002 FOLIO 270
GEO. T. CROMWELL, CLERK

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

LIBER 136 PAGE 219

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ALBERT K. SHIRLEY and	*	FOR
MARY A. SHIRLEY, his wife	*	ANNE ARUNDEL COUNTY
		NO. 14,616 EQUITY

* *

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 knowledge, information 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; and

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

Samuel M. Ivrey
Affiant

SWORN TO AND SUBSCRIBED
before me this 26th day
of September , 1961.

Catherine S. Russell
Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 SEP 26 PM 1:13

6

LIBER 136 PAGE 220

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ALBERT K. SHIRLEY and	*	FOR
MARY A. SHIRLEY, his wife	*	ANNE ARUNDEL COUNTY
		NO. 14,616 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the Arundel Building and Loan Association from Albert K. Shirley and Mary A. Shirley, his wife, dated the 10th day of February, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 267, and assigned to Annapolis Federal Savings and Loan Association by Assignment dated July 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 270, said Mortgage being in default.

Balance due on principal to 9/30/61	$13,504.20
Interest through 10/25/61	57.25
	$13,561.45

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of September, 1961, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. GARDINER CHANEY, President of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgagein said statement mentioned.

WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey
Notary Public

My Commission Expires:
5/6/1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 SEP 26 PM 1:13

1

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

LIBER 11 PAGE 146

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 136 PAGE 221

Equity #14,616

Bond No.

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 Fifteen Thousand Dollars ($15,000.00) 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 24th day of October, 19 61.

WHEREAS by virtue of a power of sale contained in a Mortgage from Albert K. Shirley and Mary A. Shirley, h/w to Arundel Building and Loan Association - - - - - - - - , bearing date on or about the 10th day of February 1956, the said Samuel M. Ivrey as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Samuel M. Ivrey as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS:

Ethel M. Carle

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 25th day of October, 19 61

George T. Cromwell, Clerk

FILED
OCT 25 PM 0 20

I/We hereby certify that I/we purchased the property described on the reverse side of this handbill at and for the price of $5,000.00 and I/we agree to abide by the terms therein.

Witness my/our hand(s) and seal(s) this 25th day of October, 1961.

WITNESS
ATTEST:

Brendan O'Dwyer, Executive Secretary

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney (SEAL)
R. Gardiner Chaney, President

_____ (SEAL)

I hereby certify that I sold property described on the reverse side of the handbill to ANNAPOLIS FEDERAL S. & L. ASS'N. — at and for the price of $5,000.00; he/they being then and there the highest bidder therefore.

WITNESS my hand and seal this 25th day of October, 1961.

WITNESS:

Robert H. Campbell, Auctioneer (SEAL)

FILED
1961 OCT 26 PM 3:33

ROBERT H. CAMPBELL - - - LIBER 136 PAGE 223 - - - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

SIXTH ELECTION DISTRICT
BAY RIDGE ROAD
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Albert K. Shirley and Mary A. Shirley, his wife, to Arundel Building and Loan Association, dated February 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1002, folio 267, and assigned to Annapolis Federal Savings and Loan Association by Assignment dated July 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1002, folio 270, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

WEDNESDAY, OCTOBER 25, 1961

AT 11:00 A.M.

All that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, near the village of Eastport, and according to a plat and survey thereof made by C. E. Miller, Civil Engineer, on 14 December, 1929, and more particularly described as follows:

BEGINNING for the same at a point on the northwest side of the County Road and at the intersection of the County Road and the Bay Ridge Railroad right of way; thence running North 27 degrees East for the distance of 50 feet along the County Road; thence running North 41 degrees 30 minutes West for the distance of 200 feet; thence running South 27 degrees West for the distance of 50 feet to a point on the Bay Ridge Railroad right of way; thence running South 41 degrees 20 minutes East for the distance of 200 feet to the place of beginning. Being designated as Lot No. 1, on said plat.

BEING the same property which was conveyed to the Mortgagors herein named, Albert K. Shirley and Mary A. Shirley, his wife, by deed from Russell L. Hardesty and Grace J. Hardesty, his wife, dated September 9, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 537, folio 564.

The said property being improved by a frame building having seven (7) rooms, one (1) bath, basement garage, and gas fired furnace.

TERMS OF SALE: A deposit of ten percent (10%) of all 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, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland

FILED
1961 OCT 26 PM 3:33

IN THE MATTER OF THE	*	IN THE
MORTGAGE REAL ESTATE OF	*	CIRCUIT COURT
ALBERT K. SHIRLEY	*	FOR
and	*	ANNE ARUNDEL COUNTY
MARY A. SHIRLEY, his wife	*	NO. 14,616 EQUITY

LIBER 136 PAGE 224

* *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, 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 Wednesday, October 25, 1961 at 11:00 o'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THAT LOT OR PARCEL OF LAND situate in the Sixth Election District of Anne Arundel County, Maryland, near the village of Eastport, and according to a plat and survey thereof made by C. E. Miller, Civil Engineer, on 14 December, 1929, and more particularly described as follows: Beginning for the same at a point on the northwest side of the County Road and at the intersection of the County Road and the Bay Ridge Railroad right of way; thence running North 27 degrees East for the distance of 50 feet along the County Road; thence running North 41 degrees 30 minutes West for the distance of 200 feet; thence running South 27 degrees West for the distance of 50 feet to a point on the Bay Ridge Railroad right of way; thence running South 41 degrees 20 minutes East for the distance of 200 feet to the place of beginning. Being designated as Lot No. 1, on said plat.

BEING the same property which was conveyed to Albert K. Shirley and Mary A. Shirley, his wife, by deed from Russell L. Hardesty and Grace J. Hardesty,

FILED
1961 OCT 26 PM 3:33

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

his wife, dated September 9, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH 537, folio 564.

Said property being sold to the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, at and for the sum of $5,000.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing report of sale are true, as therein set fort , and that the sale was fairly made.

Katherine S. Russell
Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

LIBER 136 PAGE 226

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF ALBERT K. SHIRLEY and MARY A. SHIRLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,616 Equity

Ordered, this 26th day of October, 19 61, That the sale of the ~~property in these proceedings mentioned~~, made and reported by Samuel M. Ivrey, Assignee

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 $ 5,000.00.

George T. Cromwell Clerk.

True Copy,

Filed Oct.26,1961

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF ALBERT K. SHIRLEY and MARY A. SHIRLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Matthew S. Evans JUDGE.

FILED

1961 DEC -8 PM 3:00

13

Assignee's Sale

Of Valuable Improved Real Estate

Sixth Election District
Bay Ridge Road
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Albert K. Shirley and Mary A. Shirley, his wife, to Arundel Building and Loan Association, dated February 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 267, and assigned to Annapolis Federal Savings and Loan Association by Assignment dated July 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 270, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Wed., Oct. 25, 1961

at 11:00 A.M.

All that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland near the village of Eastport, and according to a plat and survey thereof made by C. E. Miller, Civil Engineer, on 14 December, 1929, and more particularly described as follows:

BEGINNING for the same at a point on the northwest side of the County Road and at the intersection of the County Road and the Bay Ridge Railroad right of way; thence running North 27 degrees East for the distance of 50 feet along the County Road; thence running North 41 degrees 30 minutes West for the distance of 200 feet; thence running South 27 degrees West for the distance of 50 feet to a point on the Bay Ridge Railroad right of way; thence running South 41 degrees 20 minutes East for the distance of 200 feet to the place of beginning. Being designated as Lot No. 1, on said plat.

BEING the same property which was conveyed to the Mortgagors herein named, Albert K. Shirley and Mary A. Shirley, his wife, by deed from Russell L. Hardesty, his wife, dated September 9, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH 537, folio 564.

The said property being improved by a frame building having seven (7) rooms, one (1) bath, basement garage, and gas fired furnace.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of 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, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

O-20

14

OFFICE

14,616

LIBER 136 PAGE 227

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1961

We hereby certify, that the annexed

Assignee's Sale

Albert K. Shirley

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 October, 1961. The first insertion being made the 29th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 NOV -7 PM 2:50

By Tilghman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 228

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,616

Albert K. Shirley

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 December, 1961. The first insertion being made the 1st day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

DEC -6 PM 4:28

By Hazel Tilghman

No. M. G. 24125 1961

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,616 Equity

In the Matter of the Mortgaged Real Estate of
ALBERT K. SHIRLEY and MARY A. SHIRLEY, his wife

Ordered, this 26th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Assignee 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 $5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-22

In the Case of LIBER 136 PAGE 229

In the Matter of the
Mortgaged Real Estate
of
~~Vs~~
Albert K. Shirley
and
Mary A. Shirley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,616 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. Finkelman
Auditor.

January 2, 1962

FILED

1962 JAN -5 AM 8:54

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Albert K. Shirley and Mary A. Shirley, his wife

To Assignee for Fee, viz:	75	00		
To Assignee for Commissions, viz:	180	00	255	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	75	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	03		
Globe Indemnity Co. - bond premium	60	00		
Robert H. Campbell - auctioneer's fee	45	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Katherine S. Russell - notary fee		50	232	02
To Assignee for Benefit Charges, viz:				
Metered water to 10/25/61	3	15	3	15
To Annapolis Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	4,529	55	4,529	55
			5,071	22
Amount of mortgage claim filed	13,561	45		
Interest @ 6% on principal balance of $13,504.20 from 10/25/61 to 2/4/62 - 3 months 10 days	225	07		
	13,786	52		
Cr. Amount allowed above	4,529	55		
Balance subject to decree in personam	9,256	97		

17

with Samuel M. Ivrey, Assignee Cr.

1961							
Oct.	25	Proceeds of Sale	5,000	00		5,000	00
		Refund 1961 State and County taxes ($104.72 and interest) - adjusted to 10/25/61	18	90			
		Refund 1961 Annapolis City taxes ($77.11) - adjusted to 10/25/61	52	32		71	22
						5,071	22

LIBER 136 PAGE 232

ORDER NISI

In the Matter of the Mortgaged Real Estate of Albert K. Shirley and Mary A. Shirley, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 14,616 Equity.

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 8th 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 18th day of February next.

George T. Cromwell Jus

1962 JAN 5 PM 8:54

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 FEB -9 AM 11:44

O. Bowen Duckett

19

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 233

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,616

Auditor Account

Albert K. Shirley

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 2th day of February, 1962. The first insertion being made the 6th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,616 Equity
In the Matter of the Mortgaged Real Estate of
ALBERT K. SHIRLEY and MARY A. SHIRLEY, 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 8th 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 8th day of February next.

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

FILED
JAN 29 PM 2:34

No. M. G. 247 1962

20

LIBER 136 PAGE 234

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT FOR
JOHN F. PRENDER	:	ANNE ARUNDEL COUNTY
		NO. 14618 EQUITY

* *

MR. CLERK:

Please docket this case, file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey

SAMUEL M. IVREY - Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 SEP 26 PM 1:13

LIBER 846 PAGE 407 LIBER 136 PAGE 235

No. 14,618 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 13th day of July ,

in the year one thousand nine hundred and Fifty-four , between

JOHN F. PRENDER, Widower of

Washington, District of Columbia , ~~in the State of Maryland~~ Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to JOHN F. PRENDER, Widower

the sum of Five Thousand and 00/100 ($5,000.00)---------- 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 Forty-two and 20/100 ($42.20)----------

dollars plus one-twelfth of the annual taxes, ~~water rents~~, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOHN F. PRENDER, Widower

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

ALL of Lots Nos. 27, 28, 29, 30, 31, and 32, located in the Seventh Election District of Anne Arundel County, Maryland, near Deale, which are designated on the Plat of "Herring Bay View" duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1. folio 21 (now Plat Cabinet 1, Rod P, Plat 7) and particularly the right of way over the strip of land 10' in width running along the Northeast side of the developers property parallel with the South side of the property of Columbus Rogers, to the waters of Tracey's Creek. Said strip of land being about 171 feet in length.

BEING a part of the same property which was conveyed to Richard G. Sinclair and Gladys M. Sinclair, his wife, by Robert E. Dove and Iva C. Dove, his wife, by deed dated April 27, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 621, folio 1.

FILED

1961 SEP 26 PM 1:13

AND BEING the same property which was conveyed to the within named Mortgagor, John F. Prender, Widower, by Richard G. Sinclair and Gladys M. Sinclair, his wife, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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, ESPECIALLY the use in common with others the 10 ft. right of way.

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 and pole agreement of record.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) JOHN F. PRENDER, Widower for himself and his heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ...6...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Samuel M. Ivrey

John F. Prender (SEAL)
John F. Prender

.....(SEAL)

.....(SEAL)

.....(SEAL)

LIBER 136 PAGE 238

LIBER 846 PAGE 410

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13th day of July

in the year one thousand nine hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOHN F. PRENDER, Widower, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey; Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL COUNTY

My commission expires on

May 2, 19 55

Recorded- 14 July, 1954, at 2:45 P.M.

(2)

Mortgage

FROM

JOHN F. PRENDER, Widower

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Lots 27 thru 32
Property Herring Bay View
7th El. Dist. A.A.Co., Md.

Received for record 14 July 19 54 at 2:45 o'clock P M
Same day recorded in Liber JHH No. 846 folio 407 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $5.00

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.

LIBER 136 PAGE 239

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT FOR
JOHN F. PRENDER	:	ANNE ARUNDEL COUNTY
		NO. 14618 EQUITY

* *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that, before,me, the sbuscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, 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 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 beenordered 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 have been ordered to report for military service.

Samuel M. Ivrey
Affiant

Sworn to and subscribed Before me this 26th day of September, 1961.

Katherine L. Russell
Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 SEP 26 PM 1:13

LIBER 136 PAGE 240

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT FOR
JOHN F. PRENDER	:	ANNE ARUNDEL COUNTY
		NO. 14618 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 John F. Prender, Widower, dated July 13, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 846, folio 407; said Mortgage being in default.

Balance due on principal to 9/30/61	$3,497.73
Interest to 10/24/61	14.16
	$3,511.89

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. GARDINER CHANEY, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey
Notary Public

My Commission Expires:

May 6, 1963

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 SEP 26 PM 1:13

7

LIBER 11 PAGE 141

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 136 PAGE 241
Equity #14,618

Bond No.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars ($5,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of October, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from John F. Prender bearing date on or about the 13th day of July, 1954, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Bond approved this 24th day of October, 19 61

George J. Cromwell, Clerk

WITNESS:

Ethel M. Carle

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

1961 OCT 24 AM 11:00

Robert H. Campbell - - - - - LIBER 136 PAGE 242 - - - - - Auctioneer

ATTORNEY'S SALE

of valuable

Improved Real Estate

HERRING BAY VIEW NEAR DEALE, SEVENTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in the Mortgage from John F. Prender, Widower, dated July 13, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 846, folio 407, 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 24, 1961

At 11:00 O'clock A.M.

ALL OF Lots Nos. 27, 28, 29, 30, 31, and 32, located in the Seventh Election District of Anne Arundel County, Maryland, near Deale, which are designated on the Plat of "Herring Bay View" duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 21 (now Plat Cabinet 1, Rod P, Plat 7) and particularly the right of way over the strip of land 10' in width running along the Northeast side of the developers property parallel with the South side of the property of Columbus Rogers, to the waters of Tracey's Creek. Said strip of land being about 171 feet in length.

BEING the same property conveyed to John F. Prender ,Widower, by deed from Richard G. Sinclair and Gladys M. Sinclair, his wife, dated July 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 846, folio 405.

THE SAID PROPERTY being improved by a frame dwelling containing five rooms, bath and an oil circulating heating system.

TERMS OF SALE: A deposit of Ten (10) percent 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 rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
Named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED
1961 OCT 24 PM 2:07

I/We hereby certify that I/We purchased the property described on the reverse side of this handbill at and for the price of $ 4,600.00 and I/we agree to abide by the terms therein.

Witness my/our hand and seal this 24th day of October, 1961.

WITNESS:

Samuel M. Iver

Richard G. Sinclair (SEAL)

Gladys M. Sinclair (by R.G.S.) (SEAL)

I hereby certify that I sold property described on the reverse side of the handbill to RICHARD G. SINCLAIR & GLADYS M. SINCLAIR, wife at and for the price of $ 4,600.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and seal this 24th day of October, 1961.

WITNESS:

Samuel M. Iver

Robert H. Campbell (SEAL)
Auctioneer

FILED

1961 OCT 24 PM 2:08

10

LIBER 136 PAGE 244

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN F. PRENDER, Widower	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14,618 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 Court house Door in the City of Annapolis, Maryland, on Tuesday, October 24, 1961, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL OF LOTS Nos.27, 28, 29, 30, 31, and 32, located in the Seventh Election District of Anne Arundel County, Maryland, near Deale, which are designated on the Plat of "Herring Bay View", duly recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 1, folio 21 , (now Plat Cabinet 1, Rod P, Plat 7), and particularly the right of way over the strip of land 10' in width running along the Northeast side of the developers property parallel with the South side of the property of Columbus Rogers, to the waters of Tracey's Creek. Said Strip of land being about 171 feet in length.

BEING the same property conveyed to John F. Prender, Widower, by deed from Richard G. Sinclair and Gladys M. Sinclair, his wife, dated July 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 846, folio 405.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 OCT 24 PM 2:07

//

Said property being sold to Richard G. Sinclair and Gladys M. Sinclair, his wife, at and for the sum of Four Thousand Six Hundred Dollars, ($4,600.00), they being, at that price, then and there the highest bidder therefor.

The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND as in duly bound, etc.

Samuel M. Ivrey

Samuel M. Ivrey
Attorney named in the ~~Mortgage~~

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 24th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, andmade 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.

My Commission Expires:
May 6, 1963

Katherine S. Russell

Katherine S. Russell
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

LIBER 136 PAGE 246

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN F. PRENDER, Widower

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,618 Equity

Ordered, this 24th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage

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

The report states that the amount of sale was $4,600.00.

George T. Cromwell Clerk.

True Copy,

Filed Oct.24,1961

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN F. PRENDER, Widower

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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.

Matthew S. Evans
JUDGE.

FILED

1961 DEC -8 PM 2:59

Legal Notice

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

HERRING BAY VIEW NEAR DEALE, SEVENTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in the Mortgage from John F. Prender, Widower, dated July 13, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 846, folio 407, 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, Oct. 24, 1961 at 11.00 o'clock A. M.

ALL OF Lots Nos. 27, 28, 29, 30, 31, and 32, located in the Seventh Election District of Anne Arundel County, Maryland, near Deale, which are designated on the Plat of "Herring Bay View" duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 21 (now Plat Cabinet 1, Rod P, Plat 7) and particularly the right of way over the strip of land 10' in width running along the Northeast side of the developers property parallel with the South side of the property of Columbus Rogers, to the waters of Tracey's Creek. Said strip of land being about 171 feet in length.

BEING the same property conveyed to John F. Prender, Widower, by deed from Richard G. Sinclair and Gladys M. Sinclair, his wife, dated July 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 846, folio 405.

THE SAID PROPERTY being improved by a frame dwelling containing five rooms, bath and an oil circulating heating system.

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-23

No. 14

OFFIC OF 14618

LIBER 136 PAGE 247

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1961

We hereby certify, that the annexed

Attorney's Sale

John F. Prender

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 24th day of October, 1961. The first insertion being made the 2nd day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961 By W. V. Leighton

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 248

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,618

John F. Prender

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 28th day of November, 1961. The first insertion being made the 27th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 23780

1961 DEC -6 PM 4:2

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,618 Equity

In the Matter of the Mortgaged Real Estate of
JOHN F. PRENDER, Widower

Ordered, this 24th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of November next.

The report states that the amount of sale was $4,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-17

LIBER 136 PAGE 249

In the Case of

In the Matter of the Mortgaged Real Estate of xxxx

John F. Prender

In the

Circuit Court

For

Anne Arundel County

No. 14,618 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.

January 16, 1962

FILED

1962 JAN 17 PM 2:11

Dr. In the Matter of the Mortgaged Real Estate of John F. Prender in ac.

To Attorney for Commissions, viz:	169	49		
To Attorney for Fee, viz:	35	00	204	49
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	18	00	57	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	89		
Globe Indemnity Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Katherine S. Russell - notary fees	1	00	176	38
To Attorney for Taxes, viz:				
1961 State and County taxes ($91.44) and interest - adjusted to 10/24/61	79	68	79	68
To Annapolis Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	3,511	89		
Interest @ 6% on principal balance of $3,497.73 from 10/24/61 to 2/19/62 - 2 months 26 days	50	13	3,562	02
To Richard G. Sinclair and Gladys M. Sinclair, his wife, second mortgagees - this balance on account second mortgage claim (Order 11/31/61)	569	86	569	86
			4,649	68
Amount of second mortgage claim filed	720	17		
Cr. Amount allowed above	569	86		
Balance subject to decree in personam with interest	150	31		

17

with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1961				
Oct.	24	Proceeds of Sale	4,600 00	
		Interest on deferred payment of $4,140.00 to 1/5/62	49 68	4,649 68
				4,649 68

LIBER 136 PAGE 252

ORDER NISI

In the Matter of the Mortgaged Real Estate
~~VERSUS~~
of
John F. Prender

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,618 Equity.

ORDERED, This 17th 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 21st 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 21st day of February next.

George T. Cromwell

FILED
1962 JAN 17 PM 2:11

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd 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 23 PM 3:56

O. Bowie Duckett

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 253

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,618

Auditor Account

John F. Prender

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 21st day of February, 1962 The first insertion being made the 20th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,618 EQUITY

In the Matter of the Mortgaged Real Estate of
JOHN F. PRENDER

Ordered, this 17th 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 21st 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 21st day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-13

FILED
1962 FEB 13 PM 4:13

No. M. G. 25176

20

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOSEPH I. FREEMAN	*	FOR
and	*	ANNE ARUNDEL COUNTY
FLORA FREEMAN, his wife	*	NO. 14625 EQUITY

LIBER 136 PAGE 254

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

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey

Samuel M. Ivrey
Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 OCT -3 PM 1:21

LIBER 938 PAGE 120

LIBER 136 PAGE 255

14,625 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 3rd day of June ,

in the year one thousand nine hundred and Fifty-five , between

JOSEPH I. FREEMAN and FLORA FREEMAN, his wife of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to JOSEPH I. FREEMAN and FLORA FREEMAN, his wife

the sum of Five Thousand and 00/100 ($5,000.00)---------- 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 Forty-two and 20/100 ($42.20)---------- dollars plus one-twelfth of the annual taxes, ~~assessments~~, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOSEPH I. FREEMAN and FLORA FREEMAN, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the Sixth election district of Anne Arundel County, State of Maryland and described as follows:

LOT NO. 19, Dean Street, in the City of Annapolis, Sixth Election District as shown ona Plat in Plat Book No. 18, folio 14 (formerly Cabinet 3, Rod E-4, folio 1).

BEING part of the property conveyed to A. Slater Clarke, by Deed from Murphy Properties, Incorporated, dated September 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 867, folio 224.

AND BEING part of the property conveyed to Roy Thurman, Single, by Deed from A. Slater Clarke and Jean Clarke, his wife, dated June 3, 1955 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

AND BEING the same property which was conveyed to the within named Mortgagors, Joseph I. Freeman and Flora Freeman, his wife, by deed from Roy Thurman, Single, of

FILED

1961 OCT -3 PM 1:22

2

even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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.

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) JOSEPH I. FREEMAN and FLORA FREEMAN, his wife for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ..6...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey. its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Joseph I. Freeman (SEAL)
Joseph I. Freeman

Flora Freeman (SEAL)
Flora Freeman

..... (SEAL)

..... (SEAL)

4

LIBER 938 PAGE 123

LIBER 136 PAGE 258

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3rd 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 Anne Arundel County, personally appeared

JOSEPH I. FREEMAN and FLORA FREEMAN, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey; Notary Public.

My commission expires on

May 6, 19 57

Recorded: June 21, 1955 at 9 A.M.

Mortgage

FROM

JOSEPH I. FREEMAN and

FLORA FREEMAN, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Lot 19 Dean Street
Property Annapolis, Md.
6th El. Dist. A.A.Co., Md.

Received for record 21 June 1955 at 9 o'clock A M.
Same day recorded in Liber 938 folio 120 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $ 5.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

#2.41

2091

Property:

Description approved

Execution approved

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

LIBER 136 PAGE 259

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOSEPH I. FREEMAN	*	FOR
and	*	ANNE ARUNDEL COUNTY
FLORA FREEMAN, his wife	*	NO. 14,625 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 knowledge, information 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 Traning 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 2nd day of October, 1961.

Katherine S. Russell
Katherine S. Russell - Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 OCT -3 PM 1:22

5 - 4

LIBER 136 PAGE 260

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOSEPH I. FREEMAN	*	FOR
and	*	ANNE ARUNDEL COUNTY
FLORA FREEMAN, his wife	*	NO. 14,625 EQUITY

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland (formerly Enterprise Federal Savings and Loan Association of Annapolis, Maryland), under mortgage to the said Association from Joseph I. Freeman and Flora Freeman, his wife, said Mortgage dated June 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 983, folio 120; said Mortgage being in default.

Balance through September 30, 1961	$3,772.06
Interest to October 30, 1961	18.23
	$3,790.29

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of October, 1961, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey
Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 OCT -3 PM 1:22

C-B

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

LIBER 11 PAGE 143

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 136 PAGE 261

Equity #14,625

Bond No.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars ($5,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of October 19 61 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Joseph I. Freeman and Flora Freeman, h/w bearing date on or about the 3rd day of June , 19 55 , 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 la

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)

WITNESS:

Ethel M. Carle

Ethel M. Carle

Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond approved this 25th day of October, 1961

George T Cromwell, Clerk

FILED

OCT 26 AM 9.19

4

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

LIBER 11 PAGE 153

LIBER 136 PAGE 262

Bond No. 355956

Equity #14,625

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Hundred Fifty Dollars ($250.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 30th day of October, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Joseph I. Freeman and Flora Freeman, his wife, bearing date on or about June 3, 1955, the said Samuel M. Ivrey was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

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

SIGNED, SEALED AND DELIVERED in the presence of

Bond approved this 1st day of November, 1961

George T. Cromwell, Clerk

Samuel M. Ivrey (SEAL)
PRINCIPAL

Ethel M. Carle

Ethel M. Carle, as to both

FILED
1961 NOV -1 PM 0

GLOBE INDEMNITY COMPANY, a body corporate

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

1

Robert H. Campbell - - - LIBER 136 PAGE 263 - - - - - - - Auctioneer

ATTORNEY'S SALE

— of valuable —

Improved Real Estate

CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in the Mortgage from **JOSEPH I. FREEMAN** and **FLORA FREEMAN**, his wife, said Mortgage dated June 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber J H H 938, folio 120, 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

MONDAY, OCTOBER 30, 1961

At 11:00 O'clock A.M.

LOT NO. 19, Dean Street, in the City of Annapolis, Sixth Election District as shown on a Plat in Plat Book No. 18, folio 14, (formerly Cabinet 3, Rod E-4, folio 1).

BEING the same property which was conveyed to the within named Mortgagors, Joseph I. Freeman and Flora Freeman, his wife, by deed from Roy Thurman, Single, dated June 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 938, folio 118.

THE SAID PROPERTY being improved by a row house of frame construction with five (5) rooms and bath.

TERMS OF SALE: A deposit of ten percent (10%) 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 six percent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1961 NOV -1 PM 1:41

8.

LIBER 136 PAGE 264

I/We hereby certify that I/we purchased the property described on the reverse side of this handbill at and for the price of $5,250.00 and I/we agree to abide by the terms therein.

Witness my/our hand(s) and seal(s) this 30th day of October, 1961.

WITNESS:

Samuel W. Trew. Stella J. Klawans (SEAL)

I hereby certify that I sold property described on the reverse side of the handbill to ~~DR. MARRIAGE~~ STELLA KLAWANS at and for the price of $5,250.00, he/they, being then and there the highest bidder therefore.

Witness my hand and seal this 30th day of October, 1961.

WITNESS:

Samuel W. Trew. Robert V. Campbell (SEAL)
Auctioneer

FILED
1961 NOV -1 PM 1:41

LIBER 136 PAGE 265

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOSEPH I. FREEMAN	*	FOR
and	*	ANNE ARUNDEL COUNTY
FLORA FREEMAN, his wife	*	NO. 14,625 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 Monday, October 30, 1961, at 11 o'clock A. M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

LOT NO. 19, Dean Street, in the City of Annapolis, Sixth Election District, as shown on a Plat in Plat Book No. 18, folio 14, (formerly Cabinet 3, Rod E-4, folio 1).

BEING the same property which was conveyed to the within named Mortgagors, JOSEPH I. FREE MAN and FLORA FREEMAN, his wife, by deed from Roy Thurman, Single, dated June 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 938, folio 118.

Said property being sold to Stella J. Klawans, at and for the sum of Five Thousand Two Hundred Fifty Dollars ($5,250.00), she being, at that price, then and there the highest bidder therefor.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 NOV -1 PM 1:41

10

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 31st day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

Katherine S. Russell

Katherine S. Russell
Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

LIBER 136 PAGE 267

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH I. FREEMAN and ~~XXXXX~~ FLORA FREEMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,625 Equity

Ordered, this 1st day of November, 1961, 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 5th 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 5th day of December next.

The report states that the amount of sale was $5,250.00

FILED 1961 NOV. 1 PM1:41

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH I. FREEMAN and ~~XXXXX~~ FLORA FREEMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th 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.

Matthew S. Evans
JUDGE.

FILED

1961 DEC -8 PM 3:00

12

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

City of Annapolis
Sixth Election District
Anne Arundel County

Under and by virtue of the power of sale contained in the Mortgage from JOSEPH I. FREEMAN and FLORA. FREEMAN, his wife, said Mortgage dated June 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 938, folio 120, 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

Mon., Oct. 30, 1961
at 11:00 o'clock A.M.

LOT NO. 19, Dean Street, in the City of Annapolis, Sixth Election District as shown on a Plat in Plat Book No. 18, folio 14, (formerly Cabinet 3, Rod E-4, folio 1).

BEING the same property which was conveyed to the within named Mortgagors, Joseph I. Freeman and Flora Freeman, his wife, by deed from Roy Thurman, Single, dated June 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 938, folio 118.

THE SAID PROPERTY being improved by a row house of frame construction with five (5) rooms and bath.

TERMS OF SALE: A deposit of ten percent (10 percent) 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 six percent (6 percent) 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-27

No. 13

OFFICE OF 14625

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 268

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1961

We hereby certify, that the annexed

Attorney's Sale

Joseph I. Freeman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of October, 1961. The first insertion being made the 6th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 NOV -7 PM 2:50

By Tilghman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 269

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,625 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JOSEPH I. FREEMAN and FLORA FREEMAN, his wife

Ordered, this 1st day of November, 1961, That the sale of 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 5th 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 5th day of December next.

The report states that the amount of sale was $5,250.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,625

Joseph I. Freeman

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 24122 1961 DEC -6

14

In the Case of

LIBER 136 PAGE 270

In the Matter of the Mortgaged
Real Estate
of
~~xxsx~~
Joseph I. Freeman
and
Flora Freeman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,625 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.

January 3, 1962

FILED

1962 JAN -5 AM 8:54

Dr. In the Matter of the Mortgaged Real Estate of Joseph I. Freeman and Flora Freeman, his wife in ac.

To Attorney for Fee, viz:		35	00	
To Attorney for Commissions, viz:		188	92	223 92
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		29	75	
Auditor - stating this account		18	00	57 75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		54	24	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
Speer Publications, Inc. - handbills		15	08	
Globe Indemnity Co. - bond premiums		21	00	
Robert H. Campbell - auctioneer's fee		45	00	
One-half Federal documentary stamps		3	03	
One-half State documentary stamps		6	05	
Katherine S. Russell - notary fees		1	00	172 40
To Attorney for Benefit Charges, viz:				
Metered water from 7/21/61 to 10/21/61		4	56	4 56
To Annapolis Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	3,790	29		
Interest @ 6% on principal balance of $3,772.06 from 10/30/61 to 2/4/62 - 3 months 5 days		59	72	3,850 01
To Dena Walters, Executrix of George M. Walters, deceased, second mortgagee - this balance on account claim filed		1,018	58	1,018 58
				5,327 22
Amount of second mortgage claim filed	1,661	27		
Interest thereon @ 6%, from 5/5/58 to 2/5/62 - 3 years 9 months		373	78	
		2,035	05	
Cr. Amount allowed above		1,018	58	
Balance subject to decree in personam		1,016	47	

16

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1961						
Oct.	30	Proceeds of Sale	5,250	00		
		Interest on deferred payment of $4,725.00 to 12/29/61	47	26	5,297	26
		Refund 1961 State and County taxes ($45.58) - 2 months	7	60		
		Refund 1961 Annapolis City taxes ($33.56) - 8 months	22	36	29	96
					5,327	22

LIBER 136 PAGE 273

ORDER NISI

In the Matter of the Mortgaged Real Estate of Joseph I. Freeman and Flora Freeman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,625 Equity.

1962 JAN -5 AM 8:54

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 8th 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 8th day of February next.

George T. Cromwell
Judge

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 FEB -9 AM 11:44

D. Brown Dunbar

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1136 PAGE 274

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,625

Auditor Account

Joseph I Freeman

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 8th day of February, 1962. The first insertion being made the 6th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,625 Equity

In the Matter of the Mortgaged Real Estate of
JOSEPH I. FREEMAN and FLORA FREEMAN, 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 8th 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 8th day of February next.

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

FILED

JAN 29 PM 2:34

No. M. G. 24 1962

19

LIBER 136 PAGE 275

NEW YORK LIFE INSURANCE COMPANY 51 Madison Avenue, New York, N.Y. a body corporate versus ARTHUR C. WYLIE and NATALIE S. WYLIE, his wife 304 Eighth Avenue Glen Burnie, Maryland	:	In the Circuit Court of Anne Arundel County Case No.: 14,623

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the Plaintiff respectfully represents

THAT on the 16th day of December, 1954, 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 December 21, 1954, in Liber J.H.H. No. 889, folio 357, 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 304 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 December 16, 1954, and recorded among the Land Records of Anne Arundel County on December 21, 1954, in Liber J.H.H. No. 889, folio 360, 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

1961 OCT -2 AM 9:54

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
1210 Munsey Building
Baltimore 2, Maryland
Lexington 9-1845
Attorney for Plaintiff

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

App. No. H-11822

MARYLAND

LIBER 889 PAGE 357 LIBER 136 PAGE 277

MORTGAGE

No. 14623 Equity

THIS MORTGAGE, made this 16th day of December, A. D. 19 54, by and between ARTHUR C. WYLIE and NATALIE S. WYLIE, 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, ~~being a member of the Mortgagee~~,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND SEVEN HUNDRED AND 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 February, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1984. 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. 304, 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. 304 Eighth Avenue.

BEING the same lot of ground which, by deed of assignment dated December 16, 1954 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 to said Mortgagors, subject to the payment of an annual ground rent of $108.00, payable in equal half-yearly instalments on the 28th 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.

FILED

1961 OCT -2 AM 9:54

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

16—49290-7

Petitioner's Exhibit No. 1

3

The Mortgagor agrees that should the note and mortgage not be eligible for guarantee by the Administrator of 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, mirrors, mantels, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, installations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

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 benefits of renewal forever; subject to the payment of the annual ground rent of $108.00, as 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

6

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:

ANTHONY F. LANG, JR.

Arthur C. Wylie [SEAL]
Arthur C. Wylie

Natalie S. Wylie [SEAL]
Natalie S. Wylie

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 16th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the City aforesaid~~, personally appeared ARTHUR C. WYLIE and NATALIE S. WYLIE, his wife, known to me, or satisfactorily proven, to be the ~~the above named Mortgagors, and~~ persons whose ~~acknowledged the~~ names are ~~foregoing mortgage to be~~ subscribed to the within instrument ~~xxxx~~ 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.

ANTHONY F. LANG, JR. Notary Public.

My commission expires: May 2, 1955.

Recorded: Dec. 21, 1954 at 1.15 P.M.

FOR VALUE RECEIVED, and without recourse, S. L. Hammerman Organization, Inc. hereby assigns the within mortgage and the debt secured thereby unto NEW YORK LIFE INSURANCE COMPANY, its successors and assigns.

WITNESS the corporate seal of the said S. L. Hammerman Organization, Inc. and the signature of its President hereto, this 16th day of December, 1954.

ATTEST:

ANTHONY F. LANG, JR.

S. L. HAMMERMAN ORGANIZATION, INC.
BY: [signature]
CURT C. MACK, President.

Recorded: Dec. 21, 1954, at 1.15 P.M.

App. No. H-118
Written by: mw
Approved by: [signature]
Ready for Record 2-7

ANNE ARUNDEL COUNTY
THIRD ELECTION DISTRICT
STATE OF MARYLAND

(3)

Mortgage

FROM
ARTHUR C. WYLIE and
NATALIE S. WYLIE, his wife

TO

S. L. HAMMERMAN ORGANIZATION, INC.
S/A to NEW YORK LIFE INSURANCE COMPANY

Received for Record 21 Dec. 1954 at 1.15 o'clock P. M.
Same day recorded in Liber 1.11.54 No. 889 Folio 357 &c., one of the Land Records of A.A. Co.

and examined per
JOHN H. HOPKINS, Jr., Clerk

Cost of Record, $ 5.00 Clerk

Received for Record 21 Dec. 1954 at 1.15 P.M. and the same day recorded in Liber J. H. H. No. 889 Fol. 361, Land Records of Anne Arundel County.
JOHN H. HOPKINS, Jr., Clerk

NEW YORK LIFE INSURANCE COMPANY
51 Madison Avenue, New York, N.Y.
a body corporate

vs.

ARTHUR C. WYLIE and
NATALIE S. WYLIE, his wife

In the

Circuit Court

of

Anne Arundel County

Docket 20 Folio 15
Case No. 14,623

LIBER 136 PAGE 281

STATEMENT OF MORTGAGE DEBT
304 Eighth Avenue

Principal amount of loan	$10,750.00
Paid on account of principal	1,224.40
Balance due on principal as of 4/1/61	9,525.60
Interest payment due 5/1; 6/1; 7/1; 8/1; 9/1; 10/1 (for Sept.) 6 mo. @$35.72	214.32
	9,739.92
Amount held in escrow account for the mortgagor's credit	- 75.50
	9,664.42
Late Charges, 5 mo. @ $3.36	16.80
Amount of mortgage claim remaining due and unpaid	9,681.22

Interest charge per day $1.19

Ground rent 4/28/61 $54.00 Paid

Insurance $10,750.00 expires 12/16/61

1961 taxes $168.87 paid

1961 Anne Arundel County Sanitary Commission Charges $32.50 paid

NEW YORK LIFE INSURANCE COMPANY

By Frank C. Lauer, Jr.
Assistant Vice President

Agreed

State of New York :
City of New York :

I HEREBY CERTIFY that on this 27th day of September, 1961, before me, the subscriber, a Notary Public of the State of New York, in and for said City of New York, personally appeared Frank C. Lauer, Jr. Assistant Vice President 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.

Fred S. Trasher
Notary Public

FRED S. TRASHER
Notary Public, State of New York
No. 30-4012300
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires March 30, 1963

FILED

1961 OCT -2 AM 9:55

7

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

LIBER 136 PAGE 282

NEW YORK LIFE INSURANCE COMPANY
51 Madison Avenue, New York, New York, a body corporate,

vs.

Arthur C. Wylie and Natalie S. Wylie, his wife

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 21 Folio 5

No. 14,623 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 26th day of September 1961.

Mildred K. Lewis
Notary Public

FILED

1961 OCT -2 AM 9:55

LIBER 136 PAGE 283

NEW YORK LIFE INSURANCE COMPANY 51 Madison Avenue, New York, N.Y. a body corporate	:	In the
versus	:	Circuit Court
	:	of
ARTHUR C. WYLIE and NATALIE S. WYLIE, his wife 304 Eighth Avenue Glen Burnie, Maryland	:	Anne Arundel County
	:	Case No.: 14623

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and Exhibits, to wit: the original mortgage and assignment, military affidavit, and statement of mortgage debt, in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is, thereupon, this 2nd day of October 1961, 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: Prior to making the sale of the premises, he shall 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 amount of $11,000 —— conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, the credit payment from day of sale to day of settlement to bear interest from the day of sale; and as soon as may be convenient

FILED OCT 3 1961 10:40

9

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.

O Bruce Dunbeck

FILED

1961 OCT -3 AM 9:44

10

Trustee's Bond

1610

KNOW ALL MEN BY THESE PRESENTS: LIBER 11 PAGE 154

No. 14,623 Equity

THAT WE GEORGE V. PARKHURST, 1214 Munsey Building, Baltimore, Maryland as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ELEVEN THOUSAND AND 00/100----------($11,000.00)--Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 1st day of November in the year of our Lord one thousand nine hundred and sixty-one.

LIBER 136 PAGE 285

WHEREAS, the above bounden GEORGE V. PARKHURST by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in Foreclosure to sell Property situated at 304 Eight Avenue, Glen Burnie, Maryland mentioned in the proceedings in the case of New York Life Insurance Company

vs.

Arthur C. Wylie and Natalie S. Wylie, 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

George V Parkhurst (SEAL)
GEORGE V PARKHURST
(SEAL)
INSURANCE COMPANY OF NORTH AMERICA (SEAL)
BY: D Van Norman Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

Signed, sealed and delivered in the presence of

Philip G. Smullen

Philip G. Smullen

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

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

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

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 1st day of November, 1961.

INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Gillespie, Vice President

ATTEST: Hugh M. Sinclair
Assistant Secretary
Hugh M. Sinclair

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

November 1st 1961

INSURANCE COMPANY OF NORTH AMERICA

Hugh M. Sinclair
Assistant Secretary
Hugh M. Sinclair

FILED
1961 NOV -1 AM 10:51

Bond approved this 1st day of November, 1961
George T Cromwell, Clerk

Trustee's Sale

LEASEHOLD DWELLING PROPERTY

**304 Eighth Avenue
Glen Burnie**

No. 304 Eighth Avenue, Glen Burnie, Third Election District, Anne Arundel County.

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County passed on the 2nd day of October, 1961, in the case entitled New York Life Insurance Company versus Arthur C. Wylie and Natalie S. Wylie, his wife, Case No. 14623 (decree for the sale of mortgaged premises) the undersigned Trustee will sell at Public Auction on the premises

ON TUESDAY
November 7th, 1961
at 2:00 P.M.

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. 304, 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. 304 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 a 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 per cent 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 per cent 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

N-2

No 12

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 286

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed

Trustee's Sale

Arthur C. Wylie,
14,623 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 7th 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 136 PAGE 287

NEW YORK LIFE INSURANCE COMPANY 51 Madison Avenue, New York, N.Y. a body corporate versus ARTHUR C. WYLIE and NATALIE S. WYLIE, his wife 304 Eighth Avenue Glen Burnie, Maryland	:	In the Circuit Court of Anne Arundel County Case No. 14623

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 304 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 Maryland Gazette, newspaper 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, November 7, 1961, at 2:00 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

George V. Parkhurst, Trustee

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 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.

AS WITNESS my hand and notarial seal.

Norma F. Wills

NORMA F. WILLS, NOTARY PUBLIC Notary Public
BALTIMORE CITY MARYLAND

NORMA F. WILLS NOTARY PUBLIC BALTIMORE, MD.

RECEIVED NOV 9 AM 10:18

ORDER NISI

LIBER 136 PAGE 288

NEW YORK LIFE INSURANCE COMPANY

versus

ARTHUR C. WYLIE and

NATALIE S. WYLIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,623 Equity

Ordered, this 9th day of November, 19 61, 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 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 $ 7,500.00.

Filed Nov.9,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

NEW YORK LIFE INSURANCE COMPANY

versus

ARTHUR C. WYLIE and

NATALIE S. WYLIE, 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 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 DEC 19 PM 2:26

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 289

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,623

Arthur C. Wylie

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.

By Hazel Tilghman

FILED

1961 DEC 13 PM 12:48

No. M. G. 241 73

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,623 Equity
New York Life Insurance Company
versus
ARTHUR C. WYLIE and NATALIE S. WYLIE, his wife

Ordered, this 9th day of November, 1961, 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 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 $7,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-7

In the Case of

LIBER 136 PAGE 290

New York Life Insurance Company

vs.

Arthur C. Wylie

and

Natalie S. Wylie, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,623 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

January 15, 1962

Dr. in ac.

New York Life Insurance Company vs. Arthur C. Wylie and Natalie S. Wylie, his wife

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	27	00	65	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	15	20		
Insurance Company of North America - bond premium	44	00		
E.T. Newell & Co. - auctioneer's fee	35	00		
Norma F. Wills - notary fee		50	186	46
To Trustee for Ground Rent, viz:				
Semi-annual ground rent due 10/28/61	54	00		
Semi-annual ground rent due 4/28/62 - 10 days	3	00	57	00
To New York Life Insurance Co., mortgagee - this balance on account mortgage claim	7,024	24	7,024	24
			7,582	70
Amount of mortgage claim filed	9,681	22		
Interest @ 4½% on principal balance of $9,525.60 from 10/1/61 to 2/20/62 - 143 days @ $1.19 per day	170	17		
	9,851	39		
Cr. Amount allowed above	7,024	24		
Balance subject to decree in personam	2,827	15		

with George V. Parkhurst, Trustee Cr.

1961						
Nov.	7	Proceeds of Sale	7,500	00		
		Interest on deferred payment of $7,500.00 to 12/19/61 - 1 month 12 days	52	50	7,552	50
		Refund 1961 State and County taxes ($168.87) - 1 month 24 days	25	33		
		Refund 1961 water and sewer benefit charges ($32.50) - 1 month 24 days	4	87	30	20
					7,582	70

LIBER 136 PAGE 293

ORDER NISI

New York Life Insurance Company

VERSUS

Arthur C. Wylie

and

Natalie S. Wylie, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,623 Equity.

ORDERED, This 18th 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 26th 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 26th day of February next.

George T. Crommelin Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 27 PM 2 54

D. Brui Duckett

FILED

1962 JAN 18 AM 11 15

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 294

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,623

Auditor Account

Arthur C. Wylie

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 February, 1962. The first insertion being made the 25th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,623 Equity
New York Life Insurance Company
versus
ARTHUR C. WYLIE and NATALIE S. WYLIE, his wife

Ordered, this 18th 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 26th 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 26th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F 8

FILED
1962 FEB 23 P.M. 1:51

No. M. G. 25194

20

LIBER 136 PAGE 295

FRANK JOHNSON and AILEEN JOHNSON, his wife, Route 2, Box 166A, Severn P. O., Anne Arundel County, Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity)
vs.	:	
WILLIAM MILTON ELDRIDGE, JR. and VIOLET ELDRIDGE, his wife, Queens Town Road, Severn P. O., Anne Arundel County, Md.	:	Docket No. 20 Folio 19 Case No. 14,631

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

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiffs respectfully represents:

That on the 21st day of June, 1960 the Defendants executed and delivered to Frank Johnson and Aileen Johnson, his wife, a Mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of mortgage debt of $8,000.00 and interest, as mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

That said mortgage is in default inasmuch as the said mortgage is more than sixty (60) days in arrears in the payment of principal and interest as contracted for in said mortgage by reason whereof your Petitioners are entitled to foreclosure of the same.

FILED

1961 OCT -6 PM 1:51

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

AND, AS IN DUTY BOUND, etc.

John P. Zebelean, Jr.

John P. Zebelean, Jr.
Attorney for Petitioners
826 Frederick Road
Catonsville 28, Maryland
RIdgeway 4-2626

MORTGAGE FEE—CITY OR COUNTY—Form 16.

"Petitioners Exhibit No. 1"

LIBER 136 PAGE 297

No. 14,631 Equity.

BOOK 1400 PAGE 485

THIS MORTGAGE, Made this - - 21st day of June - - - - - - - - - - - - -

in the year nineteen hundred and sixty - - - - - - - - - - - by and between
WILLIAM MILTON ELDRIDGE, JR., and VIOLET ELDRIDGE, his wife, - - - - - - -

Mortgagors of the County of Anne Arundel - - - - in the State of Maryland, of the first part, and
FRANK JOHNSON and AILEEN JOHNSON, his wife, of the same place, - - - - - -
- -, Mortgagees, of the second part:

Whereas, the said Mortgagors are justly indebted unto the said Mortgagees in the full sum of Eight Thousand ($8,000.00) Dollars for money this day loaned and advanced, which said sum the said Mortgagors have covenanted and agreed to repay unto the said Mortgagees Twelve (12) years from the date hereof, together with interest thereon at the rate of six (6%) per cent per annum, payable monthly in the meantime at the rate of Seventy-five ($75.00) Dollars, which monthly payments are to be applied first to the payment of interest and the balance applied to the payment of principal; and upon default in the payment of said principal sum or of the payment of any installment of interest thereon, then this mortgage shall be deemed and taken to be in default and the property hereinafter described liable to foreclosure and sale as hereinafter provided; and for the purpose of more effectually securing the prompt and certain payment of the aforesaid principal sum and all installments of interest thereon when and as the same shall become due and payable and the performance of the covenants herein contained these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors -

- - - - - - - - - - do grant and convey unto the said Mortgagees, their- -
- heirs and assigns,
in fee simple, all - - - - that - - - - lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland aforesaid, and described as follows, to wit:—

ALL that lot of ground situate in the Fifth Election District of Anne Arundel County being Lot No. 6 on the plat showing the subdivision of Lot No. 1 of Jeremiah Gaither made by Thomas H. Disney, County Surveyor, February 1932, said plat being recorded among the Land Records of Anne Arundel County in Liber F. A. M. 140, folio 257.

BEING the same lot of ground described in a Deed dated October 7, 1952, from Raymond Matthews and Gertrude Matthews, his wife, to the said Mortgagors, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 713, folio 75.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $11.00 — JUN 22 1960

RECORDATION TAX ACT OF 1947 $5.50 $5.50 — JUN 22 1960

RECORDATION TAX $1.10 $1.10

FILED
1961 OCT -6 PM 1:51

3

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their - heirs and assigns, forever.

Provided, that if the said Mortgagors, their - - - - - - - - - - - - - - - - - -

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eight Thousand ($8,000.00) - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on - - their - - - part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor shereby also authorize the said Mortgagee s their - - - - personal representatives, or assig or - - - their - - - - - - ly 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 Two Hundred ($200.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, 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 Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee,s, their - - personal representatives or assigns, or John P. Zebelean, Jr.,- - - - their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said part ies of the first part, their - - - executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said 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 Eight Thousand ($8,000.00) - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their - executors, administrators or assigns, to the extent of their - - - - - - - lien or claim hereunder.

Witness - - -the - - - hand s and seals of the said Mortgagors.

TEST:

John P. Zebelean, Jr.
John P. Zebelean, Jr.

William Milton Eldridge, Jr. [SEAL]
William Milton Eldridge, Jr.

Violet Eldridge [SEAL]
Violet Eldridge

[SEAL]

State of Maryland, County of Baltimore - - - - - - - , ss:

I Hereby Certify, that on this - 21st - day of June - - - - - - in the year one thousand nine hundred and sixty - - - - - - - before me, the subscriber a Notary Public of the State of Maryland, in and for the County of Baltimore - - - aforesaid, personally appeared WILLIAM MILTON ELDRIDGE, JR., and VIOLET ELDRIDGE, his wife, - - - - - - the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their - - - - act. At the same time also appeared FRANK JOHNSON and AILEEN JOHNSON, his wife, - and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

John P. Zebelean, Jr.
John P. Zebelean, Jr., - Notary Public

Rec'd for record *June 22, 1960* at *9:33 A.M.*
Mailed to *John P. Zebelean, Jr.*

5

8.00

LIBER 136 PAGE 300

FRANK JOHNSON and AILEEN JOHNSON, his wife, Route 2, Box 166A, Severn P. O., Anne Arundel County, Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity)
vs.	:	
WILLIAM MILTON ELDRIDGE, JR. and VIOLET ELDRIDGE, his wife, Queens Town Road, Severn P. O., Anne Arundel County, Md.	:	Docket No. 20 Folio 19 Case No. 14,631

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for the County of Baltimore, personally appeared John P. Zebelean, Jr. 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 has been ordered to report for military service.

John P. Zebelean, Jr.
Affiant

Subscribed and sworn to before me this 29 day of September 1961.

Francis J. Monahan Notary Public

NOTARY PUBLIC BALTIMORE CO. MD.

FILED

1961 OCT -6 PM 1:50

6

LIBER 136 PAGE 301

FRANK JOHNSON and AILEEN JOHNSON, his wife, Route 2, Box 166A, Severn P. O., Anne Arundel County, Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity)
vs.	:	
WILLIAM MILTON ELDRIDGE, JR. and VIOLET ELDRIDGE, his wife, Queens Town Road, Severn P. O., Anne Arundel County, Md.	:	Docket No. 20 Folio 19 Case No. 14631

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

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Frank Johnson and Aileen Johnson, his wife, under the mortgage from William Milton Eldridge, Jr. and Violet Eldridge, his wife, to Frank Johnson and Aileen Johnson, his wife, dated the 21st day of June, 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1400, folio 485.

Mortgage Loan- - - - - - - - - - - - - - -	$8,000.00
Paid on account - - - - - - - - - - - - -	468.35
Balance due on principal - - - - - - - -	$7,531.65
Interest from 7/21/61 to 10/21/61- - - -	112.97

and thereafter @ $1.25 per day to date of sale.

FILED

1961 OCT -6 PM 1:51

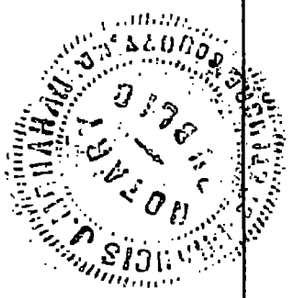
1

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 24th 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 County of Baltimore, personally appeared Frank Johnson and Aileen Johnson, his wife, the Plaintiffs 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.

Francis J. Monahan

Francis J. Monahan - Notary Public



7-A

LIBER 136 PAGE 303

FRANK JOHNSON and AILEEN JOHNSON, his wife, Route 2, Box 166A, Severn P. O., Anne Arundel County, Md.	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
WILLIAM MILTON ELDRIDGE, JR. and VIOLET ELDRIDGE, his wife, Queens Town Road, Severn P. O., Anne Arundel County, Md.	:	Docket No. 20 Folio 19
	:	Case No. 14,631
	:	

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

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 9th day of October in the year nineteen hundred and sixty-one by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgages filed for the forfeiture of said mortgage ; that John P. Zebelean, 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 corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ten thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted

FILED

1961 OCT -9 PM 1:28

9

in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash. A deposit of $750.00 at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges, if any, to be adjusted to date of sale. Cost of all documentary stamps shall be borne by the purchaser; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioners and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Bowie Duckett

Judge

9

Trustee's Bond

LIBER 11 PAGE 140

No. 14,631 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 136 PAGE 305

THAT WE John P. Zebelean, 825 Frederick Road, Catonsville 28, Maryland 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 TEN THOUSAND and 00/100 . . . . . ($10,000.00) . . . . . Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 17th day of October in the year of our Lord one thousand nine hundred and sixty one.

WHEREAS, the above bounden John P. Zebelean by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore~~ Anne Arundel City, has been appointed trustee to sell property - Queenstown Road - Fifth Election District, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Frank Johnson and Aileen Johnson, his wife

vs.

William Milton Eldridge, Jr. and Violet Eldridge, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John P. Zebelean 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.

[signature]

Signed, sealed and delivered in the presence of

Sue E. Bracy

Sue E. Bracy

John P. Zebelean, Jr. (SEAL)
John P. Zebelean

(SEAL)
Standard Accident Insurance Company
910 Keyser Building, Balto 2, Md. (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, 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.

POWER OF ATTORNEY ATTACHED

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 [signature]
Vice-President

ATTEST:

[signature]
Assistant Secretary

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

, 19

[signature]
Assistant Secretary

B-895-H Ed. 10-1958

Bond approved this 20th day of October, 1961

George T. Cromwell, Clerk

FILED

1961 OCT 20 AM 10:23

10

JOHN P. ZEBELEAN, JR. Atty.
826 Frederick Rd.
Catonsville, Md.

Trustee's Sale

ONE-STORY FEE SIMPLE BUNGALOW SITUATED ON QUEENSTOWN ROAD SEVERN P.O., A.A. CO., MD. SALE ON PREMISES

Wednesday, Nov. 22, 1961 at 2 O'clock P.M.

By Virtue of a Decree of the Circuit Court for A.A. Co., in Equity (Docket 20 Fol. 19, Case No. 14631), the undersigned Trustee will sell at public auction on the premises, as follows:

ALL that lot of ground and improvements thereon situate and lying in A.A. Co. and described as follows:

ALL that lot of ground situated in the 5th Election District of A. A. Co., and being Lot No. 6 on the Plat shown in the subdivision of Lot No. 1 of Jermiah Gaither made by Thomas H. Disney, County Surveyor Feb. 1932, said plat being recorded among the Land Records of A. A. Co., in Liber F. A. M. 140 Fol. 257. Being in fee-simple.

IMPROVEMENTS CONSISTING of a one-story bungalow containing 6 rooms and bath, hot air, oil burner heat, asphalt tile roof, storm windows and doors, and Form-Stone Front.

TERMS OF SALE. A deposit of $750.00 at the time and place of the sale. Balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

JOHN P. ZEBELEAN, JR.,
Trustee

A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Baltimore 2, Md.
PLaza 2-8440

N-16

No. M. G. 23737 1961

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 306

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24 1961

We hereby certify, that the annexed

Trustee's Sale

No. 14,631.

Queenstown Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of November, 1961. The first insertion being made the 26th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

NOV 27 PM 1:37

By Hazel Tilghman

11

FRANK JOHNSON AND AILEEN JOHNSON, his wife,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
WM. MILTON ELDRIDGE, JR. AND VIOLET ELDRIDGE, his wife,	:	Docket No. 20 Folio 19 Case No. 14,631 In Equity

LIBER 136 PAGE 307

AUCTIONEERS CERTIFICATE

I, hereby certify that I have on this 22nd day of November, 1961, sold the property described in the attached advertisement of sale at and for the sum of TEN THOUSAND ($10,000.00) DOLLARS, to Frank Johnson and Aileen Johnson, being at that figure the highest bidders therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By _____
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have on this 22nd day of November, 1961, purchased the property described in the attached advertisement of sale from John P. Zebelean, Jr., Trustee, at and for the sum of Ten Thousand ($10,000.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Aileen Johnson
Frank Johnson
Purchasers

TEST: Glenn Johnson

FILED

1961 DEC -1 PM 4:16

12

REPORT OF SALE

FRANK JOHNSON and AILEEN JOHNSON, his wife

vs.

WILLIAM MILTON ELDRIDGE, Jr. and VIOLET ELDRIDGE, his wife

LIBER 136 PAGE 308
IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY
Dkt. 20 Folio 19, Case No. 14631

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

The Report of Sale of John P. Zebelean, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of Lot of Ground located Fifth Elec. Dist. being Lot Nol 6, plat showing subdiv. of Lot No. 1 of Jermiah Gaither, Plat rec. Liber F.A.M. 713, folio 75.

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

Anne Arundel County ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 22nd day of November 1961 at 2:00 o'clock P.M. attend on the premises and then and there sold the said fee simple premises, to Frank Johnson and Aileen Johnson, his wife, at and for the sum of $10,000.00, they having offered the highest price therefor.

John P. Zebelean, Jr.
Trustee

FILED
1961 DEC 1 PM 4:16

~~City~~ County
State of Maryland, ~~City~~ of Baltimore, Sct:

I HEREBY CERTIFY, That on this 1st day of December 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared John P. Zebelean, 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,

Francis J. Monahan
Notary Public

Francis J. Monahan

13

ORDER NISI

FRANK JOHNSON and AILEEN JOHNSON,
his wife

versus

WILLIAM MILTON ELDRIDGE, Jr., and
VIOLET ELDRIDGE, his wife

LIBER 136 PAGE 309

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,631 Equity

Ordered, this 1st day of December, 19 61, That the sale of the property in these proceedings mentioned made and reported by JOHN P. ZEBELEAN, Jr., Trustee

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.

The report states that the amount of sale was $ 10,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

JOHN P. ZEBELEAN, Jr., Trustee MD. GAZETTE (For December 7th Edition)

(Final Order)

FRANK JOHNSON and AILEEN JOHNSON,
his wife

versus

WILLIAM MILTON ELDRIDGE, JR., and
VIOLET ELDRIDGE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett
JUDGE.

FILED

1962 JAN -9 PM 3:58

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 310

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,631 EQUITY
FRANK JOHNSON and
AILEEN JOHNSON, his wife
versus
WILLIAM MILTON ELDRIDGE, JR., and
VIOLET ELDRIDGE, his wife

Ordered, this 1st day of December, 1961, That the sale of the property in these proceedings mentioned made and reported by JOHN P. ZEBELEAN, JR., Trustee, 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.

The report states that the amount of sale was $10.000.00

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 Sale

Eq 14,631

William Milton Eldridge, 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 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. 24386

15

In the Case of

LIBER 136 PAGE 311

Frank Johnson

and

Aileen Johnson, his wife

vs.

William Milton Eldridge, Jr.,

and

Violet Eldridge, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,631 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 17, 1962

1962 JAN 22 PM 11 12

Dr. in ac.

Frank Johnson and Aileen Johnson, his wife vs. William Milton Eldridge, Jr., and Violet Eldridge, his wife

To Trustee for Fee, viz:	200	00		
To Trustee for Commissions, viz:	332	27	532	27
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs,	31	50		
Auditor - stating this account	22	50	64	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	44	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	56	80		
Standard Accident Insurance Co.-bond premium	40	00		
A.J. Billig & Co. - auctioneer's fee	310	00		
Francis J. Monahan - notary fees	1	50	479	30
To Frank Johnson and Aileen Johnson, his wife, mortgagees - in full for first mortgage claim, viz:				
Principal balance of claim filed	7,531	65		
Interest @ 6% from 7/21/61 to 2/26/62 220 days @ $1.25 per day	275	00	7,806	65
To Frank Johnson and Aileen Johnson, his wife, second mortgagees - this balance on account second mortgage claim	1,203	42	1,203	42
			10,085	64
Amount of second mortgage claim filed	1,386	39		
Interest @ 6% on principal balance of $1,359.21 from 11/22/61 to 2/26/62 - 3 months 4 days	21	30		
	1,407	69		
Cr. Amount allowed above	1,203	42		
Balance subject to decree in personam	204	27		

17

with John P. Zebelean, Jr., Trustee Cr.

1961							
Nov.	22	Proceeds of Sale	10,000	00			
		Interest on deferred payment of $9,250.00 to 1/10/62 - 49 days	75	54	10,075	54
		Refund 1961 State and County taxes 1 month 8 days	10	10	10	10
					10,085	64

LIBER 136 PAGE 314

ORDER NISI

Fred Johnson and
Aileen Johnson, his wife
VERSUS
William Milton Eldridge, Jr.,
and
Violet Eldridge, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,631 Equity.

ORDERED, This 22nd 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 26th 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 26th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 27 PM 2:55

O. Bowie Duckett

1962 JAN 22 PM 2:11

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 315

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,631 Equity
Fred Johnson and
Aileen Johnson, his wife
versus
WILLIAM MILTON ELDRIDGE, JR. and
VIOLET ELDRIDGE, his wife

Ordered, this 22nd 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 26th 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 26th day of February, next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22 1962

We hereby certify, that the annexed Order Nisi Eq 14,631 Auditor Account William Milton Eldridge, 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 February, 1962. The first insertion being made the 25th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 25195 1962 FEB 23 P[illegible] By Hazel Tilghman

20

LIBER 136 PAGE 316

In the Matter of the Mortgaged : No. 14,670 Equity
Real Estate of Donald E. Peek :
and Dorothy M. Peek, his wife : In the Circuit Court
: for
: Anne Arundel County
:

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1961 OCT 31 PM 12:42

L4017

LIBER 136 PAGE 317
LIBER 1239 PAGE 215

No. 14,670 Equity

First Purchase Money

This Mortgage,

made this 22nd day of September in the year one thousand nine hundred and fifty-eight, between Donald E. Peek and Co. Dorothy M. Peek, his wife of Anne Arundel, 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

EIGHTY-FOUR HUNDRED----------($8400.00)---

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY-ONE----------($61.00)-- Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month., the first of said payments being due and payable November 1, 1958.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

BEGINNING for the same at the end of the first line of the deed from George W. Riley and Jennie F. Riley, his wife, to Levin P. Kelly dated July 3, 1925 and recorded among the Land Records of Anne Arundel County in Liber WMB 25, folio 384, said point of beginning being distant 70 ft. in a southwesterly direction from the west or northwest corner of said Severn Avenue and Second Street and running from thence with the northwest side of Severn Avenue and Second Street and running from thence with the northwest side of Severn Avenue in a southwesterly direction 90 ft.; thence at right angles to Severn Avenue in a northwesterly direction 195.25 ft.; thence at right angles northeasterly 90 ft.; thence at right angles in a southeasterly direction and with the line of the aforesaid Kelly lot 197.25 ft. to the beginning.

BEING the same property conveyed to the within-named Mortgagors by Robert Edward Mason and Mabel Louise Mason, his mother, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 OCT 31 PM 12:42

2

3

LIBER 1239 PAGE 216 LIBER 136 PAGE 318

STATE OF NEW YORK, TO WIT:

I hereby certify that on this _____ day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Donald E. Peek, the within named Mortgagor, satisfactorily proven to be the person whose name is subscribed to the within Mortgage, and acknowledged the foregoing mortgage to be his act and he also acknowledged that he executed the same for the purpose therein contained.

As witness my hand and Notarial Seal.

Notary Public

My Commission expires:

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

William W. Townshend Jr.
William W. Townshend Jr.

Donald E. Peek (SEAL)
Donald E. Peek

Dorothy M. Peek (SEAL)
Dorothy M. Peek

(SEAL)

LIBER 136 PAGE 320

LIBER 1239 PAGE 218

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 25th day of September, 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 said County, personally appeared Donald E. Peek, the above named Mortgagor, 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.

Grace Sensenney
Grace Sensenney
NOTARY PUBLIC

My Commission expires

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

Donald E. Peek and Dorothy M. Peek, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock
Same day recorded in Liber ..... No. ..... folio
the Land Records of Anne Arundel County ..... and examined per
Clerk.
Cost of Record $ 10.00

STATE OF WEST VIRGINIA, County of Greenbrier to wit:

LIBER 1239 PAGE 219

I HEREBY CERTIFY, that on this 22 day of September, in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of West Virginia, in and for the said county aforesaid, personally appeared Dorothy M. Peek, the above named Mortgagor, satisfactorily proven to be the person whose name is subscribed to the within Mortgage, and acknowledged that she executed the same for the purposes therein contained and also she acknowledge the foregoing Mortgage to be her act.

AS WITNESS my hand and Notarial Seal.

William M. Dickson
William M. Dickson Notary Public
My commission expires 8 January 1967

Rec'd for record Sept. 30, 1958 at 2:31 P.M.
Mailed to Wm. W. Townshend, Jr.

10.00

WILLIAM W. TOWNSHEND, JR

LIBER 136 PAGE 321

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South St.

Annapolis, Maryland

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Donald E. Peek and Dorothy M. Peek, his wife, dated September 22, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 215, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 28, 1961

at 12:00 o'clock Noon

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:

BEGINNING for the same at the end of the first line of the Deed from George W. Riley and Jennie F. Riley, his wife, to Levin P. Kelly dated July 3, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 25, Folio 384, said point of beginning being distant 70 ft. in a southwesterly direction from the west or northwest corner of said Severn Avenue and Second Street and running from thence with the northwest side of Severn Avenue in a southwesterly direction 90 ft.; thence at right angles to Severn Avenue in a northwesterly direction 197.25 ft.; thence at right angles northeasterly 90 ft.; thence at right angles in a southeasterly direction and with the line of the aforesaid Kelly lot 197.25 ft. to the beginning.

BEING the same property conveyed unto Donald E. Peek and Dorothy M Peek, his wife, by Robert Edward Mason and Mabel Louise Mason, his mother, by deed dated September 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 213.

The above property is improved by a 1½ story frame dwelling with modern conveniences. The improvements being known as 508 Severn Avenue, Annapolis.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale;

FILED

1961 OCT 31 PM 12:42

balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

The Evening Capital: November 2nd, 9th, 16th and 23rd, 1961

Please send 25 handbills.

FILED

1961 OCT 31 PM 12:42

7

LIBER 136 PAGE 323

No. 14,670 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 31st day of October, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Donald E. Peek and Dorothy M. Peek, his wife, to United Federal Savings and Loan Association of Glen Burnie, plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Donald E. Peek and Dorothy M. Peek, his wife

~~and~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 31st day of October, 19 61.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public

My Commission will expire on:

May 6, 1963

Filed,

FILED

1961 OCT 31 PM 12:42

8

LIBER 136 PAGE 324

In the Matter of the	: No. 14,670	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Donald E. Peek and Dorothy M.	: for	
Peek, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Donald E. Peek and Dorothy M. Peek, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated September 22, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1329, Folio 215.		$8,400.00
Less total amount paid on account of principal.	$641.66	
Less credit Expense Account.	40.77	
	$682.43	682.43
		$7,717.57
Plus interest to November 28, 1961. . . .	$74.91	
Plus interest to January 2, 1962	45.15	
Plus late charges	5.80	
	$125.86	125.86
Total amount of Mortgage Indebtedness		$7,843.43

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of October 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the within Statement of Mortgage Claim to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1961 OCT 31 PM 12:42

9

The Pennsylvania ~~Fire~~ Insurance Company

A Stock Company

LIBER 136 PAGE 325

LIBER 11 PAGE 174

No. 14,670 Equity

BOND NO. 403148

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of EIGHT THOUSAND FOUR HUNDRED NO/100 ($8,400.00) - 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 10th day of November, 1961.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Donald E. Peek and Dorothy M. Peek, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 22nd day of September, 1958, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

Witness as to Principal:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

E. Klein

E. Klein

THE PENNSYLVANIA INSURANCE COMPANY

BY: Paul J. Mayer

Paul J. Mayer, Attorney-in-fact

Bond approved this 27th day of November 19 61

George T. Cromwell, Clerk

FILED

1961 NOV 27 PM 2:57

10

14.670

LIBER 11 PAGE 185

ENDORSEMENT CHANGING AMOUNT

COMMERCIAL UNION - NORTH BRITISH CU/NB GROUP

The Pennsylvania Insurance Company LIBER 136 PAGE 326
(Name of Insurance Company, hereinafter called Company)

Morgan & Ward,
Producer

Bond No. 40 31 48

On behalf of William W. Townshend, Jr.

In favor of State of Maryland

It is agreed that the amount of this bond is changed from

Eight Thousand and Four Hundred and no/100 Dollars ($ 8,400.00)

to Nine Thousand and Six Hundred and no/100 Dollars ($ 9,600.00)

effective on and after the 28th day of November 1961.

It is understood and agreed that such change is made with the following express conditions and provisions:

Regardless of the number of years said bond shall continue in force and regardless of the number of anniversary premiums that may be payable or paid thereon, the Company's aggregate liability under said bond on account of acts or defaults committed subsequent to the effective date above stated shall not exceed Nine Thousand and Six Hundred and no/100 Dollars, and, subject to the foregoing, it is also further understood and agreed that in no event shall the Company's aggregate liability under said bond, and all continuation certificates thereon, on account of the aggregate of all acts or defaults committed during the entire period said bond has been and shall be in force, exceed the larger or largest amount for which said bond may at any time be or have been in force and if the penalty of said bond is hereby reduced, it is further agreed that the liability under said bond shall not exceed the amount to which it is hereby reduced unless notice of such loss is received by the Company within the period (counting from effective date stated above) allowed by said bond for notice of loss thereunder.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

Signed, sealed and dated this 4th day of December, 19 61

William W. Townshend, Jr.
Principal

Accepted By _____
(Insured or Obligee)

The Pennsylvania Insurance Company
Company

By _____

By T. R. Halpin
T. R. Halpin Attorney in fact

NOTE. This rider is to be executed in duplicate and one copy, accepted by the Insured or Obligee, to be returned to the Company.

FILED
1961 DEC -6 PM 1:36

Additional 6th Bond approved this 6 day of December, 19 61
George T. Crommelin, Clerk

Form 90327 11-60

10 A

ROBERT H. CAMPBELL - - - - - LIBER 136 PAGE 327 - - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South St.
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 Donald E. Peek and Dorothy M. Peek, his wife, dated September 22, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, folio 215, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 28, 1961

at 12 o'clock Noon

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:

BEGINNING FOR THE same at the end of the first line of the Deed from George W. Riley and Jennie F. Riley, his wife, to Levin P. Kelly dated July 3, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 25, Folio 384, said point of beginning being distant 70 ft. in a southwesterly direction from the west or northwest corner of said Severn Avenue and Second Street and running from thence with the northwest side of Severn Avenue in a southwesterly direction 90 ft.; thence at right angles to Severn Avenue in a northwesterly direction 197.25 ft.; thence at right angles northeasterly 90 ft.; thence at right angles in a southeasterly direction and with the line of the aforesaid Kelly lot 197.25 ft. to the beginning.

BEING the same property conveyed unto Donald E. Peek and Dorothy M. Peek, his wife, by Robert Edward Mason and Mabel Louise Mason, his mother, by deed dated September 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 213.

The above property is improved by a 1½ story frame dwelling with modern conveniences. The improvements being known as 508 Severn Avenue, Annapolis.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, Jr.,
Attorney
Towns-Worth Bldg., South St.,
Annapolis, Maryland

FILED

1961 NOV 29 PM 3:03

LIBER 136 PAGE 328

Annapolis, Maryland
November 28, 1961

I hereby certify that I have this twenty-eighth day of November 1961, sold the property described on the reverse hereof unto Samuel P. Callahan and Ruth E. Callahan, his wife, at and for the sum of NINE THOUSAND FIVE HUNDRED FIVE DOLLARS ($9,505.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-eighth day of November 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of NINE THOUSAND FIVE HUNDRED FIVE DOLLARS ($9,505.00) and I/we hereby agree to comply with the terms of sale.

Samuel P. Callahan

Ruth E. Callahan

Ruth E.

FILED

1961 NOV 29 PM 3:02

12

LIBER 136 PAGE 329

In the Matter of the Mortgaged	: No.	14670 Equity
Real Estate of Donald E. Peek	:	In the Circuit Court
and Dorothy M. Peek, 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 mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Donald E. Peek and Dorothy M. Peek, his wife, dated September 22, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 215, 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, November 28, 1961, at 12 o'clock Noon, and then and there sold the said property to Samuel P. Callahan and Ruth E. Callahan, his wife, at and for the sum of Nine Thousand Five Hundred Five Dollars ($9,505.00), being at that figure the highest bidders 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:

FILED

1961 NOV 29 PM 3:02

13

BEGINNING FOR THE same at the end of the first line of the Deed from George W. Riley and Jennie F. Riley, his wife, to Levin P. Kelly dated July 3, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 25, Folio 384, said point of beginning being distant 70 ft. in a southwesterly direction from the west or northwest corner of said Severn Avenue and Second Street and running from thence with the northwest side of Severn Avenue in a southwesterly direction 90 ft,; thence at right angles to Severn Avenue in a northwesterly direction 197.25 feet; thence at right angles northeasterly 90 ft.; thence at right angles in a southeasterly direction and with the line of the aforesaid Kelly lot 197.25 ft. to the beginning.

BEING the same property conveyed unto Donald E. Peek and Dorothy M. Peek, his wife, by Robert Edward Mason and Mabel Louise Mason, his mother, by deed dated September 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 213.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 1961 before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr.,Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

14

ORDER NISI

In the Matter of the Mortgaged
Real Estate of Donald E. Peek
and Dorothy M. Peek, his wife
versus

LIBER 136 PAGE 331

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,670 Equity

Ordered, this 29th day of November, 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 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $ 9,505.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND,Jr.,Atty. EVENING CAPITAL (For December 2nd Edition)

(Final Order)

In the Matter of the Mortgaged
Real Estate of Donald E. Peek
and Dorothy M. Peek, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1962 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
1962 JAN. 11
AM 9:45

15

Legal Notice

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St.
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 Donald E. Peek and Dorothy M. Peek, his wife, dated September 22, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 215, default having occurred therunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, November 28, 1961 at 12:00 o'clock Noon

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:

BEGINNING for the same at the end of the first line of the Deed from George W. Riley and Jennie F. Riley, his wife, to Levin P. Kelly dated July 3, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 25, Folio 384, said point of beginning being distant 70 ft. in a southwesterly direction from the west or northwest corner of said Severn Avenue and Second Street and running from thence with the northwest side of Severn Avenue in a southwesterly direction 90 ft.; thence at right angles to Severn Avenue in a northwesterly direction 197.25 ft.; thence at right angles northeasterly 90 ft.; thence at right angles in a southeasterly direction and with the line of the aforesaid Kelly lot 197.25 ft. to the beginning.

BEING the same property conveyed unto Donald E. Peek and Dorothy M. Peek, his wife, by Robert Edward Mason and Mabel Louise Mason, his mother, by deed dated September 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1239, Folio 213.

The above property is improved by a 1½ story frame dwelling with modern conveniences. The improvements being known as 508 Severn Avenue, Annapolis.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland
Robert H. Campbell, Auctioneer

N-22

N
16

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 332

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1961

We hereby certify, that the annexed

Attorney's Sale 14,670

Donald E. Peek

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 28th day of November, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
DEC -6 PM 4:25

By Hazel Tilghman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 333

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,670

Donald E. Peek

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 3rd day of January, 1962. The first insertion being made the 2nd day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 24323 1962 JAN -8 PM 4:23 By Hazel Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,670 Equity

In the Matter of the Mortgaged Real Estate of
DONALD E. PEEK and
DOROTHY M. PEEK his wife

Ordered, this 29th day of November, 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 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $9,505.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-23

In the Case of

LIBER 136 PAGE 334

In the Matter of the Mortgaged
Real Estate
of
~~xVs~~
Donald E. Peek
and
Dorothy M. Peek, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,670 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jenkins
Auditor.

January 17, 1962

FILED

1962 JAN 19 PM 4:02

6

Dr. In the Matter of the Mortgaged Real Estate of Donald E. Peek and Dorothy M. Peek, his wife — in ac.

To Attorney for Commissions, viz:	317	08		
To Attorney for Fee, viz:	100	00	417	08
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Auditor - stating this account	22	50	66	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	75	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	74		
The Pennsylvania Ins. Co. - bond premiums	38	40		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Dorothy P. McNew – notary fees	1	50	218	38
To Attorney for Benefit Charges, viz:				
Metered water to 11/28/61	7	09	7	09
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	7,843	43		
Interest @ 6% on principal balance of $7,717.57 from 1/2/62 to 2/20/62 - 1 month 18 days	61	74	7,905	17
To T. Carroll Worthington and Lucille Worthington, his wife, second mortgagees - in full for mortgage claim, viz:				
Amount of second mortgage claim filed	980	72		
Interest @ 6% on principal balance of $933.42 from 11/28/61 to 2/20/62 - 2 months 23 days	12	91	993	63
To Donald E. Peek and Dorothy M. Peek, his wife, mortgagors - this balance	15	91	15	91
			9,623	26

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1961						
Nov.	28	Proceeds of Sale	9,505	00		
		Interest on deferred payment of $8,755.00 to 1/11/62	64	22	9,569	22
		Refund 1961 State and County taxes ($102.52) - 1 month 2 days	9	41		
		Refund 1961 Annapolis City taxes ($75.49) - 7 months 2 days	44	63	54	04
					9,623	26

LIBER 136 PAGE 337

ORDER NISI

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of Donald E. Peek and Dorothy M. Peek, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,670 Equity.

ORDERED, This 19th 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 26th 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 26th day of February next.

George T Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 FEB 27 PM 2:55

D. Bowie Duckett

21

1962 JAN 19 PM 4:02

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 338

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,670

Auditor Accounts

Donald E. Peek

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 26th day of February, 1962. The first insertion being made the 25th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,670 Equity
In the Matter of the Mortgaged Real Estate of
DONALD E. PEEK and
DOROTHY M. PEEK, hiw wife

Ordered, this 19th 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 26th 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 26th day of February next.

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

FILED
1962 FEB 23 P 1:51

No. M. G. 25356

22

LIBER 136 PAGE 339

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ANDREW THOMAS FOX, JR., AND BETTY RAY FOX, HIS WIFE	:	(In Equity)
	:	No. 14,634.

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 Andrew Thomas Fox, Jr., and Betty Ray Fox, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 148.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 OCT 10 AM 9:14

City and County Form.

LIBER 136 PAGE 340 LIBER 1072 PAGE 148 No. 14,634.

This Mortgage, Made this 19th day of October, in the year one thousand, nine hundred and fifty-six, between ANDREW THOMAS FOX AND BETTY RAY FOX, his wife.,

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100ths ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY-FOUR AND 46/100ths ($64.46) Dollars, commencing on the first day of December, 19 56., and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 16, in Block A, as designated and shown on a Plat entitled " Second Revised-Plat, Bodkins Plains" dated February 1953, and recorded among the Plat 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 Amherst Construction, Inc., Company unto the within named Mortgagors.

FILED

1961 OCT 10 AM 9:14

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars payable half-yearly on the 11th days of February and August in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $90.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

Andrew Thomas Fox (SEAL)
Andrew Thomas Fox

(SEAL)

Betty Ray Fox (SEAL)
Betty Ray Fox

(SEAL)

4

5

LIBER 136 PAGE 343

LIBER 1072 PAGE 151

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 19th day of October, 19 56., before me, a Notary Public of said State, personally appeared Andrew Thomas Fox and Betty Ray Fox, his wife.,

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

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

JOHN R. HOLLAND, JR. Notary Public

Rec'd for record Oct. 30 1956 at 10:43 AM

Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ANDREW THOMAS FOX, JR., AND
BETTY RAY FOX, HIS WIFE

PETITIONER'S EXHIBIT "NO. 1"

Application No. 42440

Written by

Approved by

Examiner

Ready for Record

LIBER 136 PAGE 344

MILITARY AFFIDAVIT

Docket 20 folio 21
No. 14,634

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of October, 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, **Andrew Thomas Fox, Jr., and Betty Ray Fox, his wife**

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

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

Walter S. Calwell

Clara M. Link, Notary Public

FILED

1961 OCT 10 AM 9:14

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ANDREW THOMAS FOX, JR., AND

BETTY RAY FOX, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,634

LIBER 136 PAGE 345

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Andrew Thomas Fox, Jr., and Betty Ray Fox, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of October 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 Folio 148 .

Amount of Mortgage		$8995.00
Less - amount paid on principal		522.26
		8472.74
Plus - interest to 10/16/61		149.67
		8622.41
Less - balance in expense account		57.86
		8564.55

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 6th day of October, 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 OCT 10 AM 9:14

Clara M. Link

Clara M. Link Notary Public

Mortgagee and Attorney's Bond.

I-369

227 ST PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

LIBER 136 PAGE 346
LIBER 11 PAGE 163

60 JOHN STREET
NEW YORK, N Y.

BOND NO. 339551

14634 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 EIGHTY-SIX HUNDRED AND NO/100 ($8600.00) - 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 9th day of November 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 Andrew Thomas Fox, Jr. & Betty Ray Fox, his wife, to Baltimore Federal Savings & Loan Association bearing date the 19th day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1072, Folio 148, and

Lot 16, 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 Smith
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED.
1961 NOV 13 AM 9:17

Bond approved this 13 day of November 1961

George T. Cromwell
Clerk

CALLAHAN and CALWELL
Solicitors
Baltimore Federal B[illegible]g
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Andrew Thomas Fox, Jr., and Betty Ray Fox, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 148 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Nov. 14, 1961
at 3:40 P.M.

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

being known and designated as Lot No. 16, in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the easterly side of Lockwood Road 2nd house south of Lake Avenue

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

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

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat and a car port

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

N-9

No 9

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 347

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1961

We hereby certify, that the annexed Attorney's Sale

Andrew Thomas Fox, Jr.
14,634

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By H. Tilghman

1961
561 NOV 14 PM 1:10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ANDREW THOMAS FOX, JR., AND BETTY RAY FOX, HIS WIFE	:	(In Equity)

14634

LIBER 136 PAGE 348

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 148** from said **Andrew Thomas Fox, Jr., and Betty Ray Fox, 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 **14th** day of **November, 1961 at 3.40 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. 16, in Block A, as designated on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1961 NOV 16 AM 9:11

18

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Andrew Thomas Fox, Jr., and Betty Ray Fox, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 148 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Nov. 14, 1961
at 3:40 P.M.

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

being known and designated as Lot No. 16, in Block A, as desigoated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February 1953, aod recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the easterly side of Lockwood Road 2nd house south of Lake Avenue

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

Subject to the payment of an aonual 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 (3 bedrooms), 1 bath, forced air oil fired heat ond a car port

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

N-9

14,634

LIBER 136 PAGE 349

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 Seven Thousand ($7,000.00) 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,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **15th** 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 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

71

ORDER NISI

LIBER 136 PAGE 351

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
ANDREW THOMAS FOX, JR., and
BETTY RAY FOX, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,634 Equity

Ordered, this 16th day of November, 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 26th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

The report states that the amount of sale was $ 7,000.00

FILED 1961 NOV 16 AM 9:11
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
ANDREW THOMAS FOX, JR., and
BETTY RAY FOX, his wife

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

ORDERED BY THE COURT, This 27 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.

V Bruce Duckett
JUDGE.

FILED
1961 DEC 27 AM 11:23

12

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 352

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,634

Andrew Thomas Fox, 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 26th day of December, 1961. The first insertion being made the 21st day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC 19 PM 4.21

By Hazel Tilghman

No. M. G. 24317

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,634 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
ANDREW THOMAS FOX, JR., and BETTY RAY FOX, his wife

Ordered, this 16th day of November, 1961. That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Hortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

The report states that the amount of sale was $7,000.00.

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

D-14

In the Case of LIBER 136 PAGE 353

Walter S. Calwell,
Attorney named in Mortgage
vs.
Andrew Thomas Fox, Jr.,
and
Betty Ray Fox, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,634 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

January 23, 1962

FILED

1962 JAN 26 AM 9:34

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Andrew Thomas Fox, Jr., and Betty Ray Fox, his wife in ac.

To Attorney for Fee, viz:	90	00		
To Attorney for Commissions, viz:	241	54	331	54
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	34	40		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Clara M. Link - notary fees	1	50	175	97
To Attorney for Taxes, viz:				
1961 State and County taxes adjusted to 11/14/61	124	90	124	90
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($45.00) due 2/11/62 - 3 months 3 days	23	25	23	25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,339	67	6,339	67
			7,051	33
Amount of mortgage claim filed	8,564	55		
Interest @ 6% on principal balance of $8,472.74 from 10/16/61 to 2/26/62 - 4 months 10 days	183	58		
	8,748	13		
Cr. Amount allowed above	6,339	67		
Balance subject to decree in personam	2,408	46		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Nov.	14	Proceeds of Sale	7,000	00		
		Interest on deferred payment to 12/28/61	51	33		
					7,051	33
					7,051	33

LIBER 136 PAGE 356

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Andrew Thomas Fox, Jr.,

and

Betty Ray Fox, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,634 Equity.

1962 JAN 26 AM 9:34

ORDERED, This 26th 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 5th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6 day of March, 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 MAR -6 PM 3:33

Matthew S. Evans

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 357

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,634 EQUITY

Walter S. Calwell, Attorney named in Mortgage

VERSUS

ANDREW THOMAS FOX, JR., and BETTY RAY FOX, his wife

Ordered, this 26th 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 5th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

F-15

FILED
1962 FEB 21 PM 3:55

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,634

Auditor Account

Andrew Thomas Fox, 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 5th day of March, 1962. The first insertion being made the 1st day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 25390

18

LIBER 136 PAGE 358

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE E. HALL AND ROSALIE P. HALL, HIS WIFE	:	(In Equity) No. 14,635

Mr. Clerk:

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

1. Original Mortgage from George E. Hall and Rosalie P. Hall, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 168.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1961 OCT 10 AM 9:14

City and County Form.

LIBER 1154 PAGE 168

7705

No. 14,635 Equity

LIBER 136 PAGE 359

This Mortgage, Made this 24th day of September, in the year one thousand, nine hundred and fifty-seven, between GEORGE E. HALL and ROSALIE P. HALL, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of November, 1957, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 10, Block A, as laid out and shown on a plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 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 Litzo Investment Corporation to the herein named Mortgagors.

FILED

1961 OCT 10 AM 9:14

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 Dollars ($90.00), payable half-yearly on the twenty-ninth 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 shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

LIBER 1154 PAGE 170

LIBER 136 PAGE 361

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $200.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

George E. Hall (SEAL)
George E. Hall

(SEAL)

Rosalie P. Hall (SEAL)
Rosalie P. Hall

(SEAL)

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

5

LIBER 136 PAGE 362

LIBER 1154 PAGE 171

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 24th day of September, 1957, before me, a Notary Public of said State, personally appeared George E. Hall and Rosalie P. Hall, his wife,

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

AS WITNESS my hand and Notarial Seal.

John R. Holland Jr.

JOHN R. HOLLAND, JR.

Notary Public

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Sept 26 1957 at 12.37 pm.

Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

GEORGE E. HALL AND
ROSALIE P. HALL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 45601

Written by GSP

Approved by Ces Examiner

Ready for Record

LIBER 136 PAGE 363

MILITARY AFFIDAVIT

Docket 20 folio 21

No. 14635

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of October, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, George E. Hall and Rosalie P. Hall, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1961 OCT 10 AM 9:14

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GEORGE E. HALL AND

ROSALIE P. HALL, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14635

LIBER 136 PAGE 364

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **George E. Hall and Rosalie P. Hall, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **24th** day of **September** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.No. 1154** Folio **168** .

Amount of Mortgage	**$8995.00**
Less - amount paid on principal	**930.49**
	8064.51
Plus - interest to 10/10/61	**223.09**
	8287.60
Less - balance in expense account	**69.20**
	8218.40

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **9th** day of **October,** 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 OCT 10 AM 9:14

Clara M. Link

Clara M. Link Notary Public

7

Mortgagee and Attorney's Bond.

I-369

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

LIBER 136 PAGE 365

LIBER 11 PAGE 164

BOND NO. 339550

14,635 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 EIGHTY-THREE HUNDRED AND NO/100 ($8300.00) - - - - - - - - - - - - - - - - - - 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 9th day of November in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from George E. Hall and Rosalie P. Hall, his wife to Baltimore Federal Savings & Loan Association bearing date the 24th day of September nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1154, Folio 168, and

Lot 10, Block "A", Rodkins 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. Smith
WITNESS:

S. Alvey
S. Alvey

FILED
1961 NOV 13 AM 9:17

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 13 day of November 1961

George T. Cromwell, Clerk

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bl(.g
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from George E. Hall and Rosalie P. Hall, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 168 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Nov. 14, 1961
at 3:30 P.M.

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

BEING known and designated as Lot No. 10, Block A, as laid out and shown on a plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 12, situate on the easterly side of Lockwood Road 8th house south of Lake Avenue.

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

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

The improvements consist of a frame ranch type dwelling, containing 5 rooms (3 bedrooms); 1 bath, forced air oil fired heat, and a car port.

No. M 8A

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 N-9

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 366

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13 1961

We hereby certify, that the annexed

Attorney's Sale

George E. Hall

14635

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of November, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1961 By H. Tilghman

14,635

LIBER 136 PAGE 367

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
GEORGE E. HALL AND ROSALIE P. HALL, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

REPORT OF SALE No. 14,635.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **September 24th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 168** from said **George E. Hall and Rosalie P. Hall, 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 **14th** day of **November, ~~xx~~ 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. 10, Block A, as laid out and 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 No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 NOV 16 AM 9:11

9

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from George E. Hall and Rosalie P. Hall, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 168 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Nov. 14, 1961
at 3:30 P.M.

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

BEING known and designated as Lot No. 10, Block A, as laid out and shown on a plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 12, situate on the easterly side of Lockwood Road 8th house south of Lake Avenue.

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

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

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

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

N-9

LIBER 136 PAGE 368

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 Seven Thousand ($7,000.00) 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,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **15th** 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 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

10

ORDER NISI

LIBER 136 PAGE 369

WALTER S. CALWELL, Attorney
Named in Mortgage
versus
GEORGE E. HALL AND ROSALIE P. HALL,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,635 Equity

Ordered, this 16th day of November, 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 26th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

The report states that the amount of sale was $7,000.00.

Filed Nov.16,1961

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage
versus
GEORGE E. HALL AND ROSALIE P. HALL,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27 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 27 AM 11:23

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 370

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,635

George E. Hall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of December, 19 61. The first insertion being made the 21st day of November, 19 61.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC 19 PM 4:21

By Hazel Tilghman

No. M. G. 2431 I

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,635 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
GEORGE E. HALL and ROSALIE P. HALL, his wife

Ordered, this 16th day of November, 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 26th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORG ET. CROMWELL Clerk
D-14

In the Case of LIBER 136 PAGE 371

Walter S. Calwell,
Attorney named in Mortgage

VS.

George E. Hall
and
Rosalie P. Hall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,635 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor

January 23, 1962

FILED

1962 JAN 26 AM 9:34

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. George E. Hall and Rosalie P. Hall, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	241	54	441	54
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 (sale)	12	00		
New Amsterdam Casualty Co. - bond premium	33	20		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Clara M. Link - notary fees	1	50	174	77
To Attorney for Taxes, viz:				
1961 State and County taxes ($143.39) - 10 months 14 days	125	10	125	10
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($45.00) due 11/29/61 - adjusted to 11/14/61	41	50	41	50
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,212	42	6,212	42
			7,051	33
Amount of mortgage claim filed	8,218	40		
Interest @ 6% on principal balance of $8,064.51 from 10/10/61 to 2/26/62 - 4 months 16 days	182	79		
	8,401	19		
Cr. Amount allowed above	6,212	42		
Balance subject to decree in personam	2,188	77		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961					
Nov.	14	Proceeds of Sale	7,000	00	
		Interest on deferred payment to 12/28/61	51	33	7,051 33
					7,051 33

LIBER 136 PAGE 374

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

George E. Hall

and

Rosalie P. Hall, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,635 Equity.

1962 JAN 26 AM 9:24

ORDERED, This 26th 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 5th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 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 MAR -6 PM 3:33

Matthew S. Evans

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 375

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,635

Auditor Account

George E. Hall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of March, 1962. The first insertion being made the 1st day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,635 EQUITY
Walter S. Calwell, Attorney named in Mortgage
VERSUS
GEORGE E. HALL and ROSALIE P. HALL, his wife

Ordered, this 26th 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 5th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk

F-15

FILED
1962 FEB 21 PM 3:56

No. M. G. 25379

17

LIBER 136 PAGE 376

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROBERT H. LLOYD AND EDITH	*	ANNE ARUNDEL COUNTY
D. LLOYD, HIS WIFE	*	NO. 14,669 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED
1961 OCT 31 AM 10:33

LIBER 136 PAGE 377
PURCHASE MONEY

LIBER 1170 PAGE 294 No. 14,669 Equity

This Mortgage,

Made this 27th day of November, 1957.

by and between Robert H. Lloyd and Edith D. Lloyd, his wife ----------

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, 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 as herein indicated, and being the holder of -35- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 3,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association; said sum having been used as part of the purchase price for the property hereinafter described.

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

BEING known and designated as Lot No. 237, as shown on Plat No. 4 of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13; now Plat Book 20, folio 16.

BEING ALSO the same property which the said Mortgagors acquired from Arthur J. Berrell, Widower, by Deed of even date herewith and intended to be recorded immediately prior hereto.

FILED

1961 OCT 31 AM 10:33

AND WHEREAS this Mortgage shall also secute future advances as provided by Article 66; Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above desctibed patcel of ground and ptemises 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 $ 17.50 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 $ 17.50 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.

LIBER 1170 PAGE 296

LIBER 136 PAGE 379

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property, or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 3,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

Robert H. Lloyd ..... (SEAL)
Robert H. Lloyd

..... (SEAL)

Edith D. Lloyd ..... (SEAL)
Edith D. Lloyd

..... (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 1170 PAGE 297

LIBER 136 PAGE 380

I HEREBY CERTIFY, That on this 27th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Robert H. Lloyd and Edith D. Lloyd, 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.

NOTARY PUBLIC

Amelia H. Tubman
AMELIA H. TUBMAN Notary Public.

Rec'd for record Nov. 30, 1957 at 9.00 A.M.
Mailed to John Demyan, Jr.

2A

PURCHASE MONEY
Mortgage

FROM

ROBERT H. LLOYD and
EDITH D. LLOYD,
his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3569

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
NOV 30 1957 AM 9:00
& RECORDED IN LIBER G.T.C.
No. 1170 FOLIO 297
GEO. F. CROMWELL, CLERK

JOHN DEMYAN, JR.
LAW OFFICE
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

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

ATTEST:

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

..... By .....
Secretary. President.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT H. LLOYD AND EDITH D. LLOYD, HIS WIFE

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* NO. 14,669 EQUITY

LIBER 136 PAGE 381

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

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

JOHN DEMYAN, JR.
Affiant

Subscribed and sworn to before me this 27th day of October 1961.

Kathryn M. Conboy
Notary Public

Kathryn M. Conboy

FILED

1961 OCT 31 AM 10:33

6

LIBER 136 PAGE 382

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROBERT H. LLOYD AND EDITH	*	ANNE ARUNDEL COUNTY
D. LLOYD, HIS WIFE	*	NO. 14,669 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 3,500.00
Interest from the 31st day of July to the 30th day of November, 1961.	$60.00	
Late fines from the 31st day of August, to the 30th day of November, 1961.	18.00	
		78.00
		$ 3,578.00
Dues paid to date		502.95
Total amount due under Mortgage		$ 3,075.05

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A body corporate

BY Fred W. Kuethe
Fred W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of October 1961; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Kathryn M. Conboy Notary Public

KATHRYN M. CONBOY NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED
1961 OCT 31 AM 10:33

7

ROYAL INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

LIBER 11 PAGE 176

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

LIBER 136 PAGE 383

Bond No. 361279

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars ($4,000.), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of November, 1961.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Robert H. Lloyd and Edith D. Lloyd, His Wife, to The Glen Burnie Savings & Loan Association (The Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void; otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Victor A. Sulin

Victor A.Sulin

John Demyan, Jr. (SEAL)

JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: F. William Kuethe, Jr.

ATTORNEY-IN-FACT.

F.William Kuethe Jr.

The above bond is this 28th day of November at o'clock .M. approved.

George T. Cromwell Clerk

FILED

1961 NOV 28 PM 10:45

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

LIBER 136 PAGE 384

— OF VALUABLE —

Fee Simple Property

Lot No. 237, as shown on Plat No. 4 of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13; now Plat Book 20, folio 16.

PROPERTY LOCATED AT ELVATON ACRES, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Robert H. Lloyd and Edith D. Lloyd, his wife, dated November 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1170, folio 294 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, NOVEMBER 28, 1961

AT 11 O'CLOCK A. M.

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

BEING known and designated as Lot No. 237, as shown on Plat No. 4 of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13; now Plat Book 20, folio 16.

BEING ALSO the same property which the said Mortgagors acquired from Arthur J. Berrell, Widower, by Deed dated November 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1170, folio 292.

IMPROVEMENTS: 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 money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED

1961 NOV 29 AM 9:35

JOHN DEMYAN, JR.
Attorney named in Mortgage

114

Purchasers Agreement

November 28, 1961

LIBER 136 PAGE 385

Thomas H. Dail Sr hereby Certifies that he purchased the Property Advertised on the Reverse side hereof At and For the Sum of $3750.00 deposit of $500.00 Made this date, balance of $3250.00 to be paid upon final Ratification of Sale. Hereby Agree to comply with terms of Sale.

Thomas H Dail Sr
Box 194 - Rt #1
Millersville, P.O. Md.
Mi 7-4362

PURCHASER

Witness

Auctioneer

Accepted:

Attorney named in Mortgage

FILED
1961 NOV 29 AM 9:35

10

LIBER 136 PAGE 386

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROBERT H. LLOYD AND EDITH	*	ANNE ARUNDEL COUNTY
D. LLOYD, HIS WIFE	*	NO. 14,669 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from Robert H. Lloyd and Edith D. Lloyd, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate dated November 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1170, folio 294; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland, Tuesday, November 28, 1961, at 11 o'clock A.M., and then and there sold the said property to Thomas H.Dail,Sr. of Box 194, Route #1, Millersville, P.O.Maryland - - - - - - - - - at and for the sum of Thirty Seven Hundred and Fifty - - - - - ($ 3,750.00 - - - -) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

FILED
1961 NOV 29 AM 9:35

BEING known and designated as Lot No. 237, as shown on Plat No. 4 of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13; now Plat Book 20, folio 16.

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

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

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 28th day of November 1961; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS, my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public

Kathryn M. Conboy

KATHRYN M. CONBOY NOTARY PUBLIC ANNE ARUNDEL COUNTY MD

12

ORDER NISI

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

ROBERT H. LLOYD AND EDITH D. LLOYD, his wife

versus

LIBER 136 PAGE 388

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,669 Equity

Ordered, this 29th day of November, 19 61, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, JR., Attorney named in the Mortgage

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

The report states that the amount of sale was $3,750.00

George T. Cromwell Clerk.

True Copy,

TEST: George T. Cromwell Clerk.

JOHN DEMYAN, JR., Attorney (Final Order)

Md. Gazette (For December 7th Edition)

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

ROBERT H. LLOYD AND EDITH D. LLOYD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 JAN -9 PM 3:59

/3

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lot No. 237, as shown on Plat No. 4 of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13; now Plat Book 20, folio 16.

Property located at Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Robert H. Lloyd and Edith D. Lloyd, his wife, dated November 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1170, folio 294 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tues., Nov. 28, 1961
at 11 o'clock A. M.

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

BEING known and designated as Lot No. 237, as shown on Plat No. 4 of Elvaton Acres, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13; now Plat Book 20, folio 16.

BEING ALSO the same property which the said Mortgagors acquired from Arthur J. Berrell, Widower, by Deed dated November 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1170, folio 292.

IMPROVEMENTS: 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 money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage
ROBERT H. CAMPBELL
Auctioneer

N-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1360 PAGE 389

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Mortgagee Sale 14,669

Robert H. Lloyd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of November, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
DEC -5 PM 12:13

By Hazel Tilghman

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 390

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,669 EQUITY

In the Matter of the Mortgaged Real Estate of
ROBERT H. LLOYD and
EDITH D. LLOYD, his wife

Ordered, this 29th day of November, 1961, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, JR., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $3,750.00.

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 Sale Eq. 14,669 Robert H. Lloyd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of 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. 24377

15

LIBER 136 PAGE 391

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Robert H. Lloyd
and
Edith D. Lloyd, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,669 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. Jenkins
Auditor.

January 23, 1962

FILED
1962 JAN 23 PM 3:25

Dr. In the Matter of the Mortgaged Real Estate of Robert H. Lloyd and Edith D. Lloyd, his wife

in ac.

To Attorney for Fee, viz:	50 00		
To Attorney for Commissions, viz:	143 21	193	21
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	64 76		
Capital-Gazette Press - order nisi (sale)	15 00		
Capital-Gazette Press - order nisi (acct)	12 00		
Speer Publications, Inc. - handbills	15 60		
Royal Indemnity Co. - bond premium	16 00		
Robert H. Campbell - auctioneer's fee	45 00		
One-half Federal documentary stamps	2 20		
One-half State documentary stamps	4 40		
Kathryn M. Conboy - notary fees	1 50	176	46
To Attorney for Taxes, viz:			
1961 State and County taxes ($60.92) - adjusted to 11/28/61	55 88	55	88
To Attorney for Liens, viz:			
In full for judgment claim of Willis McKeel against Arthur Barrell (Mag. Docket 13 folio 297), viz:			
Debt $81.61			
Interest from 11/14/56 to 1/11/62 25.70			
Court costs and release 3.15	110 46	110	46
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County - in full for mortgage claim, viz:			
Amount of claim filed	3,075 05		
Interest thereon from 11/30/61 to 2/26/62 - 2 months 27 days	44 59	3,119	64
To Robert H. Lloyd and Ethel D. Lloyd, his wife, mortgagors - this balance	62 16	62	16
		3,773	81

with John Demyan, Jr., Attorney named in Mortgage Cr.

1961							
Nov.	28	Proceeds of Sale		3,750	00		
		Interest on deferred payment to 1/11/62		23	81		
						3,773	81
						3,773	81

LIBER 136 PAGE 394

ORDER NISI

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of Robert H. Lloyd and Edith D. Lloyd, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,669 Equity.

ORDERED, This 23rd 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 5th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 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 MAR -6 PM 3:33

Matthew S. Evans

1962 JAN 23 PM 3:25

OFFIC~ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 395

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,669

Auditor Account

Robert H. Lloyd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of March, 1962. The first insertion being made the 1st day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 25321

20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,669 EQUITY

In the Matter of the Mortgaged Real Estate of
ROBERT H. LLOYD and
EDITH D. LLOYD, his wife

Ordered, this 23rd 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 5th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

GEORGE T. CROMWELL Clerk

True Copy; TEST:
GEORGE T. CROMWELL Clerk

F-15

FILED
1962 FEB 21 PM 3:55

LIBER 136 PAGE 396

In the Matter of the Mortgaged : No. 14,673 Equity

Real Estate of William T. Benson : In the Circuit Court

and Florence R. Benson, his wife : for

: Anne Arundel County

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1961 OCT 31 PM 12:43

L 4262

BOOK 1286 PAGE 518

No. 14,673 Equity.

LIBER 136 PAGE 397

This Mortgage, made this 9th day of April in the year one thousand nine hundred and fifty-nine, between WILLIAM T. BENSON and FLORENCE R. BENSON, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SIX THOUSAND DOLLARS ----------($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 FORTY THREE DOLLARS ----------($43.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lot No. 28, Block K, on the plat of Glen Gardens, Section II, Revised, dated September 10, 1952 recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 29, the improvements thereon known as No. 704 Delaware Avenue, Glen Burnie.

BEING the same property conveyed to the within-named Mortgagors by Wheeler Holding, Inc., a body corporate, by assignment dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 472.

FILED

1961 OCT 31 PM 12:43

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, subject to annual ground rent of Ninety Dollars ($90.00) payable half yearly on the fifth days of April and October of each year.

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:

Pauline M. Bozman
Pauline M. Bozman

William T. Benson (SEAL)
William T. Benson

Florence R. Benson (SEAL)
Florence R. Benson

..... (SEAL)

BOOK 1286 PAGE 521 LIBER 136 PAGE 400

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 9th day of April, 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 William T. Benson and Florence R. Benson, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Pauline M. Bozman

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Apr 10 1959 at 12.44 P.M.
Mailed to Wm. W. Townshend, Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

William T. Benson and

Florence R. Benson, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... & case of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.

Cost of Record $ 1100 Pd

LIBER 136 PAGE 401 No. 14,673 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South St.

Annapolis, Maryland

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

LEASEHOLD REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from William T. Benson and Florence R. Benson, his wife, dated April 9, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1286, Folio 518, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 28, 1961

at 1:00 o!clock P.M.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 28, Block K, on the plat of Glen Gardens, Section II, Revised, dated September 10, 1952 recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 29; the improvements thereon known as No. 704 Delaware Avenue, Glen Burnie.

BEING the same property conveyed unto William T. Benson and Florence R. Benson, his wife, by Wheeler Holding, Inc., a body corporate, by Deed of Assignment dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 472.

The above property is subject to an annual ground rent of $90.00, payable half-yearly on the 5th days of April and October and is improved by a 1 story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale;

FILED

1961 OCT 31 PM 12:43

6

balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: November 2nd, 9th, 16th and 23rd, 1961

Please send 25 handbills.

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,673 Equity

LIBER 136 PAGE 403

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

I hereby certify that, on this 31st day of October, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage, from William T. Benson and Florence R. Benson, his wife, to United Federal Savings and Loan Association of Glen Burnie,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

William T. Benson and Florence R. Benson, his wife,

~~xxx~~ 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 31st day of October, 19 61.

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew, Notary Public

My Commission will expire on:
May 6, 1963

Filed,

FILED
1961 OCT 31 PM 12:43

8

LIBER 136 PAGE 404

In the Matter of the Mortgaged : No. 14,673 Equity
Real Estate of William T. Benson : In the Circuit Court
and Florence R. Benson, his wife : for
: Anne Arundel County
:

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William T. Benson and Florence R. Benson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated April 9, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1286, Folio 518.		$6,000.00
Less total amount paid on account of principal	$337.15	
Expense Account Overdrawn.	144.68	
	$192.47	192.47
		$5,807.53
Plus interest to November 28, 1961 . . .	$48.05	
Plus interest to January 2, 1962	32.90	
Plus late charges.	7.56	
	$88.51	88.51
Total Amount of Mortgage Indebtedness.		$5,896.04

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of October 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED
1961 OCT 31 PM 12:43

9

The Pennsylvania ~~Fire~~ Insurance Company

A Stock Company

LIBER 136 PAGE 405
LIBER 11 PAGE 175

No. 14,673 Equity

BOND NO. 403149

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SIX THOUSAND AND NO/100 ($6,000.00) - DOLLARS - current money to be paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 13th day of November, 1961.

WHEREAS, By virtue of a power of sale contained in a Mortgage from William T. Benson and Florence R. Benson, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 9th day of April, 1959, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

Wtiness as to Principal:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

E. Klein

E. Klein

THE PENNSYLVANIA INSURANCE COMPANY

BY: Ralph G. Viehman, Jr.

Ralph G. Viehman, Jr., Attorney-in-Fact

Bond approved this 27 day of November, 1961

George L. Cromwell, Clerk

FILED

1961 NOV 27 PM 2:57

10

ROBERT H. CAMPBELL - - - LIBER 136 PAGE 406 - - - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South St.
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Leasehold Real Estate

Under and by virtue of a power of sale contained in a mortgage from William T. Benson and Florence R. Benson, his wife, dated April 9, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1286, Folio 518, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 28, 1961

AT 1:00 O'CLOCK P. M.

All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 28, Block K, on the Plat of Glen Gardens, Section II, Revised, dated September 10, 1952 recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 29; the improvements thereon known as No. 704 Delaware Avenue, Glen Burnie.

Being the same property conveyed unto William T. Benson and Florence R. Benson, his wife, by Wheeler Holding, Inc., a body corporate, by Deed of Assignment dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 472.

The above property is subject to an annual ground rent of $90.00, payable half-yearly on the 5th days of April and October and is improved by a 1 story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND,JR., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1961 NOV 29 PM 3:03

LIBER 136 PAGE 407

Annapolis, Maryland
November 28, 1961

I hereby certify that I have this twenty-eighth day of November 1961, sold the property described on the reverse hereof unto Charles Krantz and Elizabeth Krantz, his wife at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-eighth day of November 1961, 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.

117 - Dorchester Rd
Glen Gardner
Glen Burnie
$7000.00

Charles Krantz
Charles Krantz

Elizabeth Krantz
Elizabeth Krantz

FILED
1961 NOV 29 PM 3:03

12

LIBER 136 PAGE 408

In the Matter of the Mortgaged	: No.	14,673 Equity
Real Estate of William T. Benson	:	In the Circuit Court
and Florence R. Benson, 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 mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from William T. Benson and Florence R. Benson, his wife, dated April 9, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1286, Folio 518, 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 the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, November 28, 1961, at 1:00 o'clock P.M., and then and there sold the said property to Charles Krantz and Elizabeth Krantz, his wife, at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00), being at that figure the highest bidders therefor, said property described as follows:

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, known and designated at Lot No. 28, Block K, on the Plat of Glen Gardens, Section II, Revised, dated September 10, 1952, recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 29; the improvements thereon known as No. 704 Delaware Avenue, Glen Burnie.

FILED

1961 NOV 29 PM 3:03

13

BEING the same property conveyed unto William T. Benson and Florence R. Benson, his wife, by Wheeler Holding, Inc., a body corporate, by Deed of Assignment dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 472.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 1961, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

In the Matter of the Mortgaged
Real Estate of William T. Benson
and Florence R. Benson, his wife.
versus

LIBER 136 PAGE 410
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,673 Equity

Ordered, this 29th day of November, 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 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.

The report states that the amount of sale was $ 7,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND,Jr.,Atty. MD. GAZETTE (For December 7th Edition)
(Final Order)

In the Matter of the Mortgaged
Real Estate of William T. Benson
and Florence R. Benson, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1962 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
1962 JAN -9 PM 3:56

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from William T. Benson and Florence R. Benson, his wife, dated April 9, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1286, Folio 518, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, November 28, 1961 at 1:00 o'clock P.M.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot 28, Block K, on the plat of Glen Gardens, Section II, Revised, dated September 10, 1952 recorded among tha Plat Records of Anne Arundel County in Plat Book 23, Folio 29; the improvements thereon known as No. 704 Delaware Avenue, Glen Burnie.

BEING the same property conveyed unto William T. Benson and Florence R. Benson, his wife, by Wheeler Holding, Inc., a body corporate, by Deed of Assignment dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 472.

The above property is subject to an annual ground rent of $90.-00, payable half-yearly on the 5th days of April and October and is improved by a 1 story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 411

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961.

We hereby certify, that the annexed

Attorney's Sale 14,673

William T. Benson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of November, 1961. The first insertion being made the 2nd day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
By Hazel Tilghman
1961 DEC -5 PM 12:18

#14,675

ENDORSEMENT CHANGING AMOUNT

LIBER 11 PAGE 186

LIBER 136 PAGE 412

COMMERCIAL UNION / NORTH BRITISH
CU/NB
GROUP

The Pennsylvania Insurance Company
(Name of Insurance Company, hereinafter called Company)

Morgan & Ward
Producer

Bond No. 40 31 49

On behalf of William W. Townshend, Jr.

In favor of State of Maryland

It is agreed that the amount of this bond is changed from

Six Thousand and no/100 Dollars ($ 6,000.00)

to Seven Thousand and no/100 Dollars ($ 7,000.00)

effective on and after the 28th day of November 19 61

It is understood and agreed that such change is made with the following express conditions and provisions:

Regardless of the number of years said bond shall continue in force and regardless of the number of anniversary premiums that may be payable or paid thereon, the Company's aggregate liability under said bond on account of acts or defaults committed subsequent to the effective date above stated shall not exceed Seven Thousand and no/100 Dollars, and, subject to the foregoing, it is also further understood and agreed that in no event shall the Company's aggregate liability under said bond, and all continuation certificates thereon, on account of the aggregate of all acts or defaults committed during the entire period said bond has been and shall be in force, exceed the larger or largest amount for which said bond may at any time be or have been in force and if the penalty of said bond is hereby reduced, it is further agreed that the liability under said bond shall not exceed the amount to which it is hereby reduced unless notice of such loss is received by the Company within the period (counting from effective date stated above) allowed by said bond for notice of loss thereundar.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

Signed, sealed and dated this 4th day of December, 19 61

William W. Townshend, Jr. (L.S.)
Principal

Accepted By _____
(Insured or Obligee)

By _____

The Pennsylvania Insurance Company
Company

By T.R. Halpin
T.R. Halpin Attorney in fact

NOTE. This ridar is to be executed in duplicate and one copy, accepted by tha Insurad or Obligee, to ba returned to the Company.

FILED

1961 DEC -6 PM 1:38

Bond approved this 6th day of December, 1961

George T. Cromwell, Clerk

Form 90327 11-60

17

LIBER 136 PAGE 413

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,673 EQUITY

In the Matter of the Mortgaged Real Estate of
WILLIAM T. BENSON and
FLORENCE R. BENSON, his wife

Ordered, this 29th day of November, 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 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.

The report states that the amount of sale was $7.000.00.

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

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 2, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,673

William T. Benson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of January, 1962. The first insertion being made the 7th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JAN -3 PM By Hazel Tilghman

No. M. G. 24376

18

In the Case of LIBER 136 PAGE 414

In the Matter of the Mortgaged
Real Estate
of
~~Xx~~
William T. Benson
and
Florence R. Benson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,673 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura L. Jacklin
Auditor.

January 29, 1962

FILED

1962 JAN 29 PM 4:23

15

Dr. In the Matter of the Mortgaged Real Estate of William T. Benson and Florence R. Benson, his wife in ac.

To Attorney for Commissions, viz:	241	84		
To Attorney for Fee, viz:	100	00	341	84
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	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		
Speer Publications, Inc. - handbills	14	83		
The Pennsylvania Ins. Co.-bond premiums	28	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary atamps	3	85		
One-half State documentary stamps	7	70		
Dorothy P. McNew - notary fees	1	50		
			190	88
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	5,896	04		
Interest @ 6% on principal balance of $5,807.53 from 1/2/62 to 3/2/62 - 2 months	58	08		
			5,954	12
To William T. Benson and Florence R. Benson, his wife, mortgagors - this balance	518	61	518	61
			7,061	45

2-)

with

Cr.

William W. Townshend, Jr., Attorney named in Mortgage

1961							
Nov.	28	Proceeds of Sale		7,000	00		
		Interest on deferred payment of $6,250.00 to 1/15/62		51	01	7,051	01
		Refund 1961 State and County taxes ($121.96) - 34 days		10	44	10	44
						7,061	45

LIBER 136 PAGE 417

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXXXX~~ William T. Benson and Florence R. Benson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,673 Equity.

1962 JAN 29 PM 4:23

ORDERED, This 30th 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 5th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6 day of March, 19 62 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1962 MAR -6 PM 3:34

Matthew S. Grason

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 418

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,673 Equity

In the Matter of the Mortgaged Real Estate of
WILLIAM T. BENSON and FLORENCE R. BENSON, his wife

Ordered, this 30th 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 5th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,673

Auditor Account

William T. Benson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of March, 1962. The first insertion being made the 1st day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 25390 1962 FEB 23 PM 1:51 By Hazel Tilghman

43

LIBER 136 PAGE 419

LOUIS REAL, 1209 Scott Street, Baltimore 30, Maryland,	o	IN THE
KATHERINE M. REAL, His Wife, 1209 Scott Street, Baltimore 30, Maryland, Plaintiffs,	o	CIRCUIT COURT FOR
VS.	o	
KATHARINE D. HANINGTON, also known as KATHERINE D. HAMMINGTON, R.F.D. Curtis Bay, Maryland	o	ANNE ARUNDEL COUNTY
IDA E. PARKS, 2140 Walbrook Avenue, Baltimore, Maryland	o	In Equity
Joshua E. Parks, Her Husband 2140 Walbrook Avenue Baltimore, Maryland	o	
SAMUEL SPREAT, 203 N. Pine Street Baltimore, Maryland	o	Equity No. 14562
And all of the unknown heirs at law and next of kin of Katharine D. Hanington, also known as Katherine D. Hammington, and all of the unknown heirs at law and next of kin of Samuel Spreat,	o	
And any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 40 and 41, Block "M", Orchard Beach, as shown on the Plat of Orchard Beach as recorded among the Plat Records of Anne Arundel County in Plat Book No. W.N.W. No. 2, folio 26,.	o	

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That your Orators bring this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70 to 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition.

2. That on the 24th. day of July, 1934, your Crator, Louis Real, at a regular tax sale, purchased from C. Albert Hodges, then Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificate of Tax Sale No. 3029-B Therefor from said Collector of Taxes, the following described real estate located in Anne Arundel County, to wit: Lots Nos. 40 and 41, Block "M" Orchard Beach,

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED
1961 AUG 24 AM 11:46

in the Third Election District of Anne Arundel County, all as shown on the Plat of Orchard Beach, recorded among the Plat Records of said County in Plat Book W. N. W. No. 2 folio 26, which said property was at the time of said sale assessed to Katharine D. Hanington, also known as Katherine D. Hammington. (Tax Sale Proceedings No. 1751).

3. That the said Tax Sale Certificate No. 3029-B, dated July 24th., 1934, setting forth the aforesaid sale to your Orator, is attached hereto and filed herewith and marked "Plaintiffs' Exhibit No. 1", and which is prayed to be taken as a part hereof.

4. That all of the right, title and interest of your Orator, Louis Real, under said Tax Sale Certificate, has been assigned to your Orators, Louis Real and Katherine M. Real, his wife, as tenants by the entireties, by an Assignment dated August 7th., 1961, which appears on the above mentioned Tax Sale Certificate, in accordance with the provisions of Section 84 of Article 81 of the Annotated Code of Maryland, 1957 Edition.

5. That according to a diligent and careful search which has been made of the Land Records, Law and Equity Records, Tax and Assessment Records, and the Records of the Register of Wills of Anne Arundel County, it has been ascertained that Katharine D. Hanington is the owner of record title to the said property, by virtue of the following conveyance: a Deed July 22nd., 1924, from The Water View Land Company to the said Katharine D. Hanington, recorded among the said Land Records in Liber W. N. W. No. 94 folio 487; and that said lots, according to the records in the office of the Supervisor of Assessments of Anne Arundel County were at the time of said sale assessed to the said Katharine D. Hanington.

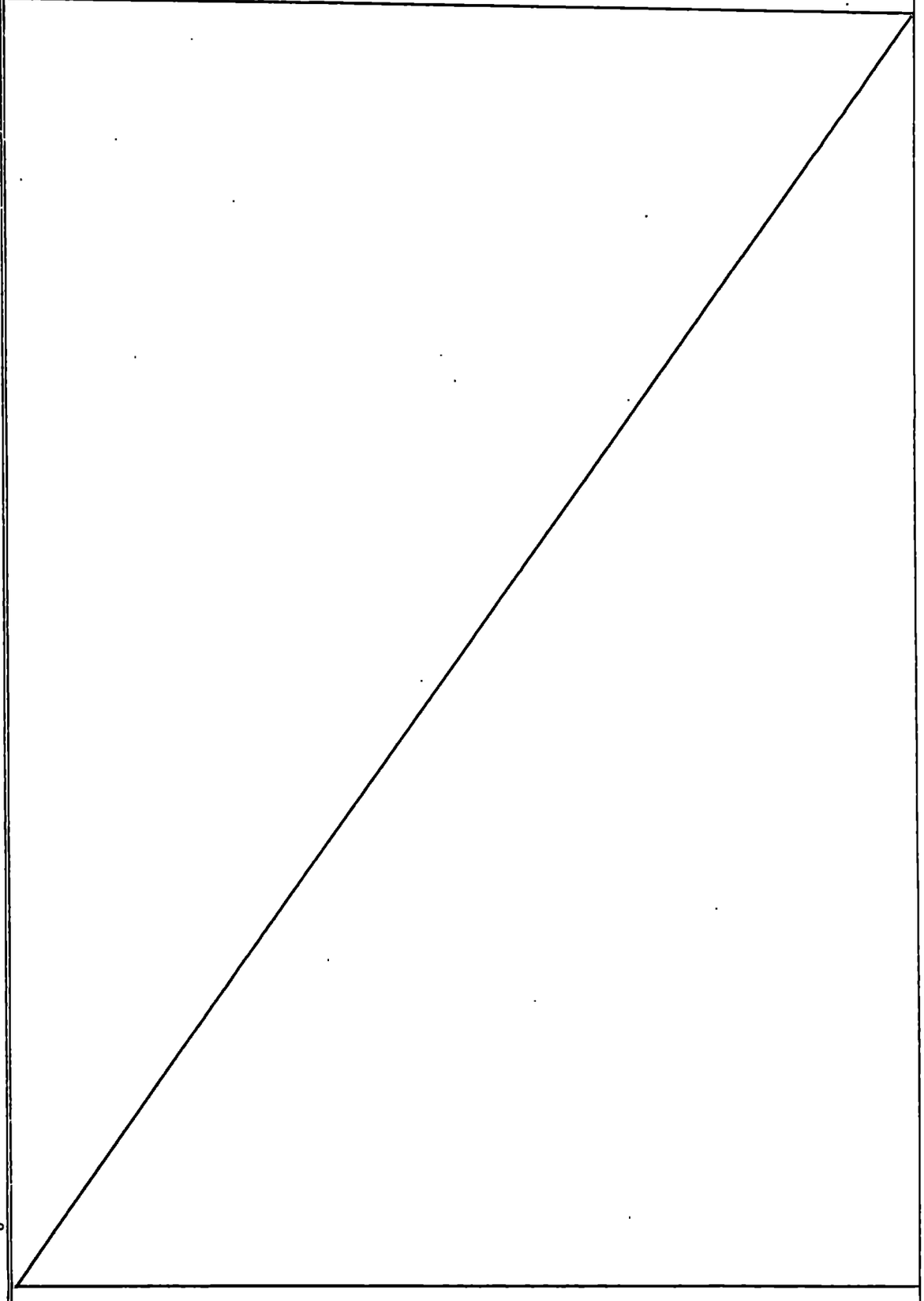
6. That the aforementioned and described real property has not been redeemed by the Defendants herein, nor by anyone claiming through them, although more than one year and a day has elapsed from the date of the aforesaid tax sale.

7. That the Plaintiff, Louis Real, purchased all the land hereinabove mentioned at the aforesaid tax sale held on July 24th., 1934, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for delinquent County, State and Special taxes due, in arrears and unpaid for the year 1930 due to Anne Arundel County and the State of Maryland, and the Plaintiff paid for the aforesaid Tax Sale Certificate the sum of $126.00.

8. That the amount necessary for the redemption of the said Tax Sale Certificate and the property therein described is $126.00, plus all taxes to date, and penalties and interest thereon, accruing subsequent to the date of said sale, and the total disbursements of the holder of the Certificate of Sale and costs.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

9. The said Katharine D. Hanington has since departed this life, and her estate has been administered on in the Orphans' Court for Anne Arundel County (No. 3789 Administrations), and the only known heirs at law of the said Katharine D. Hanington are Ida E. Parks, Joshua E. Parks, her husband, and Samuel Spreat.



LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

TO THE END, THEREFORE: Your Orators pray - LIBER 136 PAGE 422

1. That Writs of Subpoena be issued and served upon the Defendants commanding them to appear in this Court on some certain day to be named therein and make answer thereto.

2. That an Order of Publication be granted to your Orators, directed to the said Defendants and to all parties in interest in said property, commanding them to appear in this Court on some certain day to be named therein, and answer the exigencies of this Complaint.

3. That this Honorable Court enter a Final Decree foreclosing all equities and rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property, which shall be final as to the said Defendants, and all persons having or claiming to have any interest in said property, their heirs, devisees, and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest; said final decree directing the Treasurer of Anne Arundel County to execute and deliver to the Plaintiffs a deed to the said property, which shall vest in the Plaintiffs a good and marketable title, indefeasible and absolute, in fee simple, free and clear of all alienations and descents of the said property occurring prior to the decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

4. That your Orators may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

Hugh K. Holmes,
Solicitor for the Plaintiffs
Lake Shore, Route 10,
Pasadena P. O., Maryland
'Phone CLinton 5-0700

Louis Real
Louis Real, Plaintiff

Katherine M. Real
Katherine M. Real, Plaintiff

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

4

LIBER 136 PAGE 423

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 27th. day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis Real and Katherine M. Real, his wife, the Plaintiffs named in the aforegoing Bill of Complaint, and made oath in due form of law that all of the matters and things contained therein are true and correct, to the best of their information, knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Hugh K. Holmes, Notary Public.

My Commission expires May 6, 1963.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

Case # 1751.

Nº 3029-B CERTIFICATE OF TAX SALE LIBER 136 PAGE 424

I, Edward M Dunn Jr., Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 24, 1934 C. Albert Hodges sold to Louis Real at public auction for the sum of 126.00 Dollars and no Cents, of which 126-00 Dollars has been paid as a deposit on the property in Dist 3. described as Lots 40-41- Blk M. Orchard Beach.

and assessed to Katherina D. Hanington also know as Katherina D. Hammington

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 25, 1935, 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 4th day of August 1961

Edward M Dunn Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of ~~October~~ August, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1961

6

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

PLAINTIFFS' EXHIBIT NO. 1.

1st. Assignment

LIBER 136 PAGE 424 A

FOR VALUE RECEIVED, I, Louis Real, the undersigned, do hereby transfer and assign all my right, title and interest under the within Certificate of Tax Sale No. 3029-B, and the property therein described, unto HUGH K. HOLMES, TRUSTEE, in special trust and confidence that he, the said Trustee, will immediately re-assign the same unto myself, Louis Real, and my wife, Katherine M. Real, as tenants by the entireties.

WITNESS my hand and seal this 7th. day of August, 1961.

Witness:

Louis Real (SEAL)

Louis Real

Adelaide Larner

2nd. Assignment

LIBER 136 PAGE 424 B

FOR VALUE RECEIVED, I, Hugh K. Holmes, Trustee, the undersigned, do hereby transfer and assign all my right, title and interest under the within Certificate of Tax Sale No. 3029-B (which has this day been assigned to me by Louis Real), and the property therein described, unto LOUIS REAL and KATHERINE M. REAL, his wife, as tenants by the entireties.

WITNESS my hand and seal this 7th. day of August, 1961.

Witness:

Stella M. Riplinger

Stella M. Riplinger

Hugh K. Holmes (SEAL)

Hugh K. Holmes, Trustee

LIBER 136 PAGE 425

LOUIS REAL, 1209 Scott Street Baltimore 30, Maryland,	o	IN THE
KATHERINE M. REAL, His Wife, 1209 Scott Street Baltimore 30, Maryland, Plaintiffs,	o	CIRCUIT COURT FOR
VS.	o	
KATHARINE D. HANINGTON, also known as KATHERINE D. HAMMINGTON, R.F.D. Curtis Bay, Maryland	o	ANNE ARUNDEL COUNTY
IDA E. PARKS, 2140 Walbrook Avenue, Baltimore, Maryland	o	In Equity
JOSHUA E. PARKS, Her Husband 2140 Walbrook Avenue Baltimore, Maryland	o	Equity No. 14562
SAMUEL SPREAT, 203 N. Pine Street Baltimore, Maryland	o	
And all of the unknown heirs at law and next of kin of Katharine D. Hanington, also known as Katherine D. Hammington, and all of the unknown heirs at law and next of kin of Samuel Spreat,	o	
And any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 40 and 41, Block "M", Orchard Beach, as shown on the Plat of Orchard Beach as recorded among the Plat Records of Anne Arundel County in Plat Book No. W.N.W. No. 2, folio 26.	o	

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 24th. day of July, 1934, by C. Albert Hodges, then County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Louis Real, the Plaintiff in these proceedings, for taxes due for the year 1930, due to Anne Arundel County and the State of Maryland, by Tax Sale Certificate No. 3029-B , and assessed and described on the Books of Assessment and Taxation to Katharine D. Hanington: Lots Nos. 40 and 41, Block "M", Orchard Beach, in the Third Election District, as shown on the Plat of Orchard Beach, said property having been sold to the Plaintiff for the sum of $126.00, which amount has been paid in full. The said sale

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1961 AUG 24 AM 11:46

having been made and reported in Tax Sale Proceedings No. 1751.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, July 24th., 1934.

It is thereupon this 24th day of August, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 2nd day of November, 1961, next, warning the said Katharine D. Hanington, also known as Katherine D. Hammington, Ida E. Parks, and Joshua E. Parks, her husband, and Samuel Spreat, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 2nd day of November, 1961, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the property and vesting in the said Plaintiffs, Louis Real and Katherine M. Real, his wife, a title free and clear of all encumbrances.

George T. Cromwell Clerk

George T. Cromwell, Clerk

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

8

HUGH K. HOLMES
Attorney at La'
Lake Shore, Rout.
Pasadena P. O., Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
In Equity
Equity No. 14,562

LOUIS REAL,
1209 Scott Street
Baltimore 30, Maryland
KATHERINE M. REAL, his Wife,
1209 Scott Street
Baltimore 30, Maryland,
Plaintiffs

vs.

KATHARINE D. HANINGTON, also known as KATHERINE D. HAMMINGTON,
R.F.D. Curtis Bay, Maryland
IDA E. PARKS,
2140 Walbrook Avenue,
Baltimore, Maryland
JOSHUA E. PARKS, Her Husband
2140 Walbrook Avenue
Baltimore, Maryland
SAMUEL SPREAT,
203 N. Pine Street
Baltimore, Maryland
And all of the unknown heirs at law and next of kin of Katharine D. Hanington, also known as Katherine D. Hammington, and all of the unknown heirs at law and next of kin of Samuel Spreat,
And any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 40 and 41, Block "M", Orchard Beach, as shown on the Plat of Orchard Beach as recorded among the Plat Records of Anne Arundel County in Plat Book No. W. N.W. No. 2, folio 26.

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 24th day of July, 1934, by C. Albert Hodges, then County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Louis Real, the Plaintiff in these proceedings, for taxes due for the year 1930, due to Anne Arundel County and the State of Maryland, by Tax Sale Certificate No. 3029-B, and assessed and described on the Books of Assessment and Taxation to Katherine D. Hanington Lots Nos. 40 and 41, Block "M", Orchard Beach, in the Third Election District, as shown on the Plat of Orchard Beach, said property having been sold to the Plaintiff for the sum of $126.00, which amount has been paid in full. The said sale having been made and reported in Tax Sale Proceedings No. 1751.

No 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 427

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,562

Katharine D. Hanington

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of November, 1961. The first insertion being made the 31st day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
SEP 28 PM 12:36

By A. Tilghman

LIBER 136 PAGE 428

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, July 24th, 1934.

It is thereupon this 24th day of August, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 2nd day of November, 1961, next, warning the also known as Katherine D. Hammington, Ida E. Parks, and Joshua E. Parks, her husband, and Samuel Spreat, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 2nd day of November, 1961, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the property and vesting in the said Plaintiffs, Louis Real and Katherine M. Real, his wife, a title free and clear of (ncumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

EQUITY No. 14,562

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 136 PAGE 429

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

I hereby certify that, on this 9th. day of January ,
19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, KATHERINA M. REAL, surviving

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.)
Katharine D. Hanington, also known as Katherine D. Hammington, Ida E. Parks and Joshua E. Parks, her husband, and Samuel Spreat,

XXXXX 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 9th. day of January , 19 62 .

Notarial Seal

Hugh K. Holmes, *Notary Public*

My Commission will expire on: May 6th., 1963.

Filed,

FILED
1962 JAN 11 PM 2:56

10

LIBER 136 PAGE 430

LOUIS REAL and
KATHERINE M. REAL, His Wife,

vs.

KATHARINE D. HANINGTON, also known as
KATHERINE D. HAMMINGTON,
IDA E. PARKS, and JOSHUA E. PARKS, Her Husband, and
SAMUEL SPREAT, et al, etc.

No. 14,562 [redacted] - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants Katharine D. Hanington, also known as Katherine D. Hammington, Ida E. Parks and s/ Joshua E. Parks, her husband, and Samuel Spreat,

after Order of Publication duly published [redacted] having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication [redacted],

It is thereupon this 11th day of January 1962 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

[redacted]

Matthew S. Evans
Judge

FILED
1962 JAN 12 AM 10:31

LIBER 136 PAGE 431

LOUIS REAL and		IN THE
KATHERINE M. REAL, His Wife, Plaintiffs,		
Vs.	o	
KATHARINE D. HANINGTON, also known as		CIRCUIT COURT FOR
KATHERINE D. HAMMINGTON,	o	
IDA E. PARKS and		
JOSHUA E. PARKS, Her Husband, and	o	
SAMUEL SPREAT,		ANNE ARUNDEL COUNTY
And all of the unknown heirs at law and next of kin of Katharine D. Hanington, also known as Katherine D. Hammington, and all of the unknown heirs at law and next of kin of Samuel Spreat,	o	
		In Equity
And any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: Lots Nos. 40 and 41, Block "N", Orchard Beach, as shown on the Plat of Orchard Beach as recorded among the Plat Records of Anne Arundel County in Plat Book No. W. N. W. No. 2 folio 26,	o	
	o	Equity No. 14,562
Defendants.	o	

AMENDED DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in "The Maryland Gazette", a newspaper of general circulation in Anne Arundel County, State of Maryland, as prescribed by said Order of Publication against the Defendants, Katharine D. Hanington, also known as Katherine D. Hammington, Ida E. Parks and Joshua E. Parks, her husband, and Samuel Spreat, and all of the unknown heirs at law and next of kin of the said Katherine D. Hanington and Samuel Spreat, and all persons having or claiming to have any interest in the real property therein described as assessed to the said Defendant, Katharine D. Hanington, and sold to the Plaintiffs on July 24th., 1934 for the non-payment of taxes due for the year 1930;

And it further appearing that the said Defendants have failed to enter their appearance herein either in person or by solicitor, and have failed to file an Answer to the Bill of Complaint, and the time within which the said Defendants could so appear and file an Answer has now expired, it is, therefore, this 15th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Bill

1962 JAN 15 PM 3:47

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

12

of Complaint in this cause be, and the same is hereby taken Pro Confesso against the said Defendants, Katharine D. Hanington, also known as Katherine D. Hammington, Ida E. Parks and Joshua E. Parks, her husband, and Samuel Spreat, and all of the unknown heirs at law and next of kin of the said Katharine D. Hanington and Samuel Spreat, and all persons having or claiming to have any interest in the real property therein described, and as the same is or was assessed to the said Defendant, Katharine D. Hanington and described in the books of the County Treasurer, and as sold to the Plaintiffs herein on the 24th. day of July, 1934.

Matthew S. Evans

Judge

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

LIBER 136 PAGE 433

LOUIS REAL and	°	IN THE
KATHERINE M. REAL, His Wife, Plaintiffs,	°	CIRCUIT COURT FOR
Vs.	°	ANNE ARUNDEL COUNTY
KATHARINE D. HANINGTON, also known as	°	In Equity
KATHERINE D. HAMMINGTON,	°	Equity No. 14,562
IDA E. PARKS and	°	
JOSHUA E. PARKS, Her Husband, and	°	
SAMUEL SPREAT, et al, Defendants.	°	

AFFIDAVIT AS TO PROCEDURE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 9th. day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, attorney, and made oath in due form of law to the following statement in regard to procedure followed in the above captioned case, and subscribed his signature to said statement in my presence:

1. That on October 12th., 1961, "True Copies" of the Order of Publication in this case were sent to the Defendants at their last known addresses, by Certified Mail, Postage prepaid, Return Receipts requested, as follows:

a. Katharine D. Hanington, also known as Katherine D. Hammington, R.F.D. Curtis Bay, Maryland, by Certified Mail No. 530897;

b. Ida E. Parks, 2140 Walbrook Avenue, Baltimore, Maryland, by Certified Mail No. 530896;

c. Joshua E. Parks, 2140 Walbrook Avenue, Baltimore, Maryland, by Certified Mail No. 530895;

d. Samuel Spreat, 203 North Pine Street, Baltimore, Maryland, by Certified Mail No. 530894.

2. That the envelopes addressed to Katharine D. Hanington and Samuel Spreat were returned to the sender marked "Unknown"; and that the envelopes addressed to Ida E. Parks and Joshua E. Parks were returned to the sender marked "Unclaimed"; all of said envelopes being attached hereto for reference.

3. That in addition to the above, a diligent search was made of the land, assessment, tax and other public records, as well as City Directories and Telephone Directories, in an

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

14

effort to locate the said Defendants, without success.

Hugh K. Holmes, Solicitor for the Plaintiffs

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks, Notary Public.

My Commission expires May 6th., 1963.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

15

LIBER 136 PAGE 435

LOUIS REAL and KATHERINE M. REAL, His Wife, Plaintiffs, Vs. KATHARINE D. HANINGTON, also known as KATHERINE D. HAMMINGTON, IDA E. PARKS and JOSHUA E. PARKS, Her Husband, and SAMUEL SPREAT, et al, Defendants.	o	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 14,562

PETITION OF SURVIVING PLAINTIFF FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Katherine M. Real, one of the Plaintiffs in this cause, respectfully shows:

1. That the Bill of Complaint filed in this proceeding on August 24th., 1961 was filed by your Petitioner and her husband, Louis Real, who has since departed this life on October 15th., 1961.

2. That the Certificate of Tax Sale in this proceeding is owned by your Petitioner as a surviving tenant by the entirety, said Certificate having been assigned to your Petitioner and her late husband as tenants by the entireties, by an assignment endorsed thereon.

WHEREFORE, Your Petitioner prays this Honorable Court to pass a Decree herein, in the usual form, vesting absolute and indefeasible fee simple title in the property mentioned in this cause in your Petitioner, Katherine M. Real.

Hugh K. Holmes

Hugh K. Holmes, Solicitor for Katherine M. Real

Katherine M. Real

Katherine M. Real

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

On this 10th. day of January, 1962, personally appeared before me the above named Petitioner, Katherine M. Real, and made oath in due form of law that all of the matters and things set forth therein are true and correct.

WITNESS my hand and Notarial Seal.

Hugh K. Holmes

Hugh K. Holmes, Notary Public.

LAW OFFICES OF HUGH K. HOLMES PASADENA POST OFFICE LAKE SHORE, MARYLAND

FILED

1962 MAR -2 PM 12:25

LIBER 136 PAGE 436

LOUIS REAL and		IN THE
KATHERINE M. REAL, His Wife, Plaintiffs,	o	
		CIRCUIT COURT FOR
Vs.	o	
KATHARINE D. HANINGTON, also known as	o	ANNE ARUNDEL COUNTY
KATHERINE D. HAMMINGTON,	o	
		In Eqnity
IDA E. PARKS and	o	
JOSHUA E. PARKS, Her Hnsband, and	o	Eqnity No. 14,562
SAMUEL SPREAT, et al, Defendants.	o	

DECREE

This cause standing ready for hearing and having been snbmitted by the Plaintiff, the proceedings were read and considered by the Conrt. It appearing that the same have been condncted in snbstantial compliance with the provisions of Sections 97 through 123, both inclnsive, of Article 81 of the Annotated Code of Maryland, 1957 Edition, and all amendments thereto,

IT IS THEREUPON ORDERED this 2nd day of March 1962, by the Circnit Conrt for Anne Arundel Connty, State of Maryland, in Equity:

(1) That all rights of redemption of the Defendants, or of anyone claiming by, through, from or under them or any of them, in and to the following described property, to wit:

Lots Nos. 40 and 41, Block "M", Orchard Beach, as shown on the Plat of Orchard Beach as recorded among the Plat Records of Anne Arundel County in Plat Book No. W. N. W. No. 2 folio 26

being the same property described in these proceedings as having been sold by the Treasurer of Anne Arundel County for the nonpayment of taxes for the year 1930, be, and the same are hereby forever barred and foreclosed.

(2) That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject) is hereby vested in the Plaintiff, Katherine M. Real.

(3) That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest, and penalties thereon accruing subsequent to the date of sale, the Treasurer, or Acting Treasurer, of Anne Arundel County shall

FILED
1962 MAR -2 PM 3:10

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

execute and deliver to the said Plaintiff, Katherine M. Real, a Deed conveying said property to her, the said Katherine M. Real.

(4) That this Decree shall be final as to all of the said Defendants, their heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest.

(5) That the Plaintiff shall pay the costs of these proceedings.

Matthew S. Evans
Judge

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

18

PLAINTIFF'S EXHIBIT NO. 1

Nº 3085 CERTIFICATE OF TAX SALE

LIBER 136 PAGE 439

I, EDWARD M. DUNN, JR., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Municipal at public auction for the sum of 100 Dollars and no Cents, of which 97.41 Dollars has been paid as a deposit on the property in Dist 2 described as 2.03 Acres, Improv, Blk 685 situated at Waterbury

and assessed to Taft Jones

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 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 1st day of Nov 19

Edward M. Dunn

Collector.

State of Maryland, Anne Arundel County, Sct:

LIBER 136 PAGE 439-A

I hereby certify, that on this 1st day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, _____, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires _____

FILED

1961 NOV -7 PM 4:00

LIBER 136 PAGE 439-B October 11, 1960

FOR VALUE RECEIVED, we hereby assign and transfer all our right, title and interest in and to Tax Certificate No. 3085 shown on the reverse side hereof to Sterling Lee Hammond.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer

C. Maurice Weidemeyer, Pres.

LIBER 136 PAGE 440

STERLING LEE HAMMOND Box 94, Waterbury Anne Arundel County, Md., Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	IN EQUITY
vs.	:	Equity No. 14683

TAFT JONES, (deceased)
and
MARIE JONES
PEARLENE JONES HAMMOND
JAMES R. JONES
Box 94, Waterbury, Md.
and
JOSEPH JONES, Box 233,
Severn, Maryland

and

OCTAVIA WILSON
JEANNETTE JONES
CARVEL JONES, a minor
by Octavia Wilson, his mother
and next friend
Box 95, Waterbury, Md.

and

JOAN JONES BALL and
EARL BALL, her husband
1409 South Elm Street
Roswell, New Mexico

and

PEARL JACKSON and
WALTER JACKSON, her husband
Address unknown

ANNIE HENRY and
ABRAHAM HENRY, her husband
Mitchellville, Prince George's
County, Maryland

and

FRANCES JONES SCOTT and
SCOTT, her husband
Address unknown

And The unknown heirs at law, alienees, assignees and devisees of Taft Jones and of any of the foregoing persons and any and all persons, having or claiming to have any right, title or interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

2.03 acres and improvements, Block 685, situated at Waterbury (Deed ref. J.H.H. 326, folio 468).

Defendants

FILED
NOV-7 PM 4:00
1961

2

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he is an adult citizen of the United States and a resident of the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the property hereinafter set forth under and by virtue of Sections 69-114, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Ed.).

2. That on October 10, 1960, at a regular tax sale, Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, sold real estate for non-payment of taxes, and among the certificates of tax sale therefor issued by him was the certificate hereinafter mentioned on the following real estate located in the Second Election District of Anne Arundel County, to wit:

> Certificate No. 3085 - 2.03 acres, Imps., Block 665, situated at Waterbury, Second District, and assessed to Taft Jones.

3. That said Tax Sale Certificate as hereinbefore set forth, to wit: Number 3085, dated October 10, 1960, was on said date duly sold by the said Treasurer to Southern Municipal Corporation and thereafter was sold, transferred, and assigned by Southern Municipal Corporation to Sterling Lee Hammond, Plaintiff herein. That said Tax Certificate, together with assignment thereof, is attached hereto and filed herewith as "Plaintiff's Exhibit No. 1", and is prayed to be considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County, and

information within the personal knowledge of Plaintiff, reveals:

That Taft Jones was the record owner of 2.03 acres and improvements, Block 685, situated at Waterbury, being Lots 1-A, 2-A, and 3-A as shown on a Plat made by Edward Hall, Jr., County Surveyor, in April 1931, which said Plat is filed among the Plat Records of Anne Arundel County in J.H.H.No. 237, folio 403, by virtue of a deed dated April 25, 1945, from Harry C. Wigley, Widower, to Taft Jones; that said Taft Jones died intestate in the month of July, 1958; that said Taft Jones during his lifetime was purportedly married to the defendant, Marie Jones, and did live with said Marie Jones for a period of more than twenty-eight years, although Plaintiff is unable to find any official record of the purported marriage of the said Taft Jones and Marie Jones; that Pauline Jones Hammond, James R. Jones and Joseph Jones, defendants, are the purported children of Taft Jones and the said Marie Jones; that said Taft Jones also had three children by the defendant Octavia Wilson, namely: Defendants Joan Jones Ball, Jeannette Jones and Carvel Jones. That said Taft Jones and Octavia Wilson were purportedly not married.

That because of the uncertainty as to the marital status of said Taft Jones, his sisters, viz: Pearl Jackson, Annie Henry and Frances Jones Scott and their spouses are also named defendants herein.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That Southern Municipal Corporation purchased the land hereinabove mentioned at the aforesaid tax sale held on

October 10, 1960, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the State of Maryland, and bid and paid for the aforesaid Tax Sale Certificate and thereafter duly sold and assigned said Certificate to Plaintiff for the following amount:

Certificate No. 3085 - Bid, $100.00 - Amount Paid, $97.41

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is as follows:

Certificate No. 3085 - Amount due, $97.41

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale, and costs on the said Certificate.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a deed to the

property herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

Sterling Lee Hammond

C. Maurice Weidemeyer

Thomas M. Schifanelli
236 Main Street, Annapolis, Md.
Colonial 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

STERLING LEE HAMMOND, being first duly sworn and on oath deposes and says that he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed, and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

Sterling Lee Hammond

SUBSCRIBED and SWORN to before me this 4th day of ~~October~~ November, 1961.

Mary Harrison
Notary Public

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

LIBER 136 PAGE 445

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

STERLING LEE HAMMOND Box 94, Waterbury Anne Arundel County, Md., Plaintiff	:	IN EQUITY Equity No. 14683

vs.

TAFT JONES, (deceased)

MARIE JONES
PEARLENE JONES HAMMOND
JAMES R. JONES, Box 233
Box 94, Waterbury, Md.

JOSEPH JONES
Severn, Maryland

OCTAVIA WILSON
JEANNETTE JONES
CARVEL JONES, a minor
by Octavia Wilson, his mother
and next friend
Box 95, Waterbury, Md.

JOAN JONES BALL and
EARL BALL, her husband
1409 South Elm Street
Roswell, New Mexico

PEARL JACKSON and
WALTER JACKSON, her husband
Address unknown

ANNIE HENRY and
ABRAHAM HENRY, her husband
Mitchellville, Prince George's
County, Maryland

FRANCES JONES SCOTT and
SCOTT, her husband
Address unknown

AND the unknown heirs at law, alienees, assignees and devisees of Taft Jones and of any of the foregoing persons and any and all persons, having or claiming to have any right, title or interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

2.03 acres and improvements, Block 685, situated at Waterbury (Deed ref. J.H.H. 326, folio 468).

Defendants

FILED
1961 NOV -7 PM 4:00

7

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland, to Southern Municipal Corporation for taxes due and in arrears, and thereafter sold, transferred, and assigned by Southern Municipal Corporation to STERLING LEE HAMMOND, Plaintiff herein, by Tax Sale Certificate No. 3085, and assessed and described on the Books of Assessment and Taxation as follows:

> Certificate No. 3085 - 2.03 acres, Imps., Block 685, situated at Waterbury, Dist. 2, and assessed to Taft Jones, and sold to Southern Municipal Corporation for $100.00, of which sum $97.41 has been paid, and thereafter sold by Southern Municipal Corporation to Plaintiff for $97.41.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 7th day of ~~October~~ November, 1961, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that Notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 18th day of January, 1962, next, warning the said Taft Jones (dec'd), Marie Jones, Pearlene Jones Hammond, James R. Jones, Joseph Jones, Octavia Wilson, Jeannette Jones, Carvel Jones, a minor, by Octavia Wilson, his mother and next

8

friend, Joan Jones Ball, Earl Ball, Pearl Jackson, Walter Jackson, Annie Henry, Abraham Henry, Frances Jones Scott and _____ Scott, her husband, and the unknown heirs at law, alienees, assignees and devisees of Taft Jones and of any of the foregoing persons and any and all persons, having or claiming to have any interest in the above mentioned parcel of land and improvements thereon, and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 15th day of January, 1962, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in Plaintiff, Sterling Lee Hammond, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
236 Main Street
Annapolis, Maryland
attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Equity

No. 14,683

STERLING LEE HAMMOND
Box 94, Waterbury
Anne Arundel County, Md.
Plaintiff

versus

TAFT JONES, (deceased)
MARIE JONES
PEARLENE JONES HAMMOND
JAMES R. JONES
Box 94, Waterbury, Md.
JOSEPH JONES,
Box 233 Severn, Maryland
OCTAVIA WILSON
JEANNETTE JONES
CARVEL JONES, a minor ... by Octavia Wilson, his mother and next friend
Box 95, Waterbury, Md.
JOAN JONES BALL and
EARL BALL, her husband
1409 South Elm Street
Roswell, New Mexico
PEARL JACKSON and
WALTER JACKSON, her husband
Address unknown
ANNIE HENRY and
ABRAHAM HENRY, her husband
Mitchellville, Prince George's County, Maryland
FRANCES JONES SCOTT and
SCOTT, her husband
Address unknown
AND the unknown heirs at law, alienees, assignees and devisees of Taft Jones and of any of the foregoing persons and any and all persons, having or claiming to have any right, title or interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

2.03 acres and improvements, Block 685, situated at Waterbury (Deed ref. J.H.H. 328, folio 468).

Defendants

No. 10

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property in Anne Arundel County, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland, to Southern Municipal Corporation for taxes due and in arrears, and thereafter sold, transferred, and assigned by Southern Municipal Corporation to STERLING LEE HAMMOND, Plaintiff herein, by Tax Sale Certificate No. 3085, and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3085 - 2.03 acres, Imps., Block 685, situated at Waterbury, Dist. 2, and assessed to Taft Jones, and sold to Southern Municipal Corporation for $100.00, of which sum $97.41 has been paid, and thereafter sold by Southern Municipal Corporation to Plaintiff for $97.14.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 448

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,683

Taft Jones,

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 18th day of January, 1962. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC 14 PM

By: Hazel Tilghman

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 7th day of November, 1961, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that Notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 18th day of January, 1962, next, warning the said Taft Jones (dec'd), Marie Jones, Pearlene Jones Hammond, James R. Jones, Joseph Jones, Octavia Wilson, Jeannette Jones, Carvel Jones, a minor, by Octavia Wilson, his mother and next friend, Joan Jones Ball, Earl Ball, Pearl Jackson, Walter Jackson, Annie Henry, Abraham Henry, Frances Jones Scott and _____ Scott, her husband, and the unknown heirs at law, alienees, assignees and devisees of Taft Jones and of any of the foregoing persons and any and all persons, having or claiming to have any interest in the above mentioned parcel of land and improvements thereon, and all persons, having or claiming to have any interest in the above mentioned parcel of land and improvements thereon, and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 18th day of January, 1962, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in Plaintiff, Sterling Lee Hammond, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
BY: A JANKOWSKI, Deputy

D-7

LIBER 136 PAGE 450

STERLING LEE HAMMOND,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,683
TAFT JONES, et al.,	:	
Defendants	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, Attorney for Sterling Lee Hammond, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants Joan Jones Ball, and Earl Ball, as evidenced by the receipts for said letters filed herewith and made a part hereof.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 22 day of January, 1962.

Mary Harrison

Mary Harrison - Notary Public

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Joan Ball

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Earl Ball

DELIVERED NOV 22 1961

ADDRESS WHERE DELIVERED (only if requested in Item #1)

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Joan Ball

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Earl Ball

DELIVERED NOV 22 1961

ADDRESS WHERE DELIVERED (only if requested in Item #1)

LIBER 136 PAGE 451

STERLING LEE HAMMOND,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		Equity No. 14,683
TAFT JONES, et al.,	:	
Defendants	:	

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 Sterling Lee Hammond, Plaintiff herein, and made oath in due form of law that:

1. That Marie Jones, Pearlene Jones Hammond, James R. Jones, Joseph Jones, Octavia Wilson, Jeannette Jones, Carvel Jones, Annie Henry and Abraham Henry, are not in the military service; and that from inquiries made and information received he is advised and believes that Frances Jones Scott and _____ Scott, her husband, and Pearl Jackson and Walter Jackson are not in the military service; and that Joan Jones Ball is not in the military service, and that Earl Ball is in the military service of the United States, but the said Earl Ball has received a copy of the order of publication issued herein by certified mail, return receipt requested, as evidenced by the receipt for said letter filed herein.

Sterling Lee Hammond

Sterling Lee Hammond

SUBSCRIBED and SWORN to before me this 22 day of January, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED 1962 JAN 23 PM 3:55

LIBER 136 PAGE 452

STERLING LEE HAMMOND,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		Equity No. 14,683
TAFT JONES, et al.,	:	
Defendants	:	
	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued hereinhas been duly published in The Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order against all of the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to Taft Jones, and sold to Plaintiff on the 10th day of October, 1960, for non-payment of taxes due for the years 1959 and 1960.

And it further appearing that subpoenas issued out of this Court directed to the defendants, Marie Jones, Pearlene Jones Hammond, James R. Jones, Joseph Jones, Octavia Wilson, Jeannette Jones, Carvel Jones, Annie Henry and Abraham Henry, have been returned "Summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendants Frances Jones Scott and _____ Scott, her husband, Pearl Jackson and Walter Jackson, her husband, their addresses being unknown, have been duly served by publication.

And it further appearing that the defendants Joan Jones Ball and Earl Ball, her husband, being non-residents, have been duly

FILED

1962 JAN 24 PM 2:54

13

served by publication.

And it further appearing that all of the aforesaid defendants have failed to enter their appearance herein in person or by solicitor, and failed to file answer to the bill of complaint, and the time within which said defendants could so appear and file an answer having now expired, it is, thereupon, this 24th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the bill of complaint be and the same is hereby taken pro confesso against the said defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to the said Taft Jones and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 10th day of October, 1960.

Matthew S. Evans
Judge

14

LIBER 136 PAGE 454

STERLING LEE HAMMOND,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		Equity No. 14,683
TAFT JONES, et al.,	:	
Defendants	:	
	:	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to the Maryland resident defendants, Marie Jones, Pearlene Jones Hammond, James R. Jones, Joseph Jones, Octavia Wilson, Jeannette Jones, Carvel Jones, Annie Henry and Abraham Henry, have been returned "Summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendants Frances Jones Scott and _____ Scott, her husband, Pearl Jackson and Walter Jackson, her husband, their addresses being unknown, have been duly served by publication.

And it further appearing that the defendants Joan Jones Ball and Earl Ball, her husband, being non-residents, have been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the 24th day of January, 1962, against all of the aforesaid defendants hereinabove mentioned, and that none of the aforesaid parties against whom the decree pro confesso was entered, have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County,

FILED
1962 MAR -9 PM 2:52

15

sitting in Equity, this 9th day of March, 1962,

ADJUDGED, ORDERED and DECREED that all the rights of redemption to the property mentioned herein of the defendants Marie Jones, Pearlene Jones Hammond, James R. Jones, Joseph Jones, Octavia Wilson, Jeannette Jones, Carvel Jones, Annie Henry and Abraham Henry, Frances Jones Scott and _____Scott, her husband, Pearl Jackson and Walter Jackson, her husband, Joan Jones Ball and Earl Ball, her husband, and all unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 10th day of October, 1960, for non-payment of taxes for the years 1959 and 1960, to wit:

> Certificate No. 3085 - 2.03 acres, Imps., Block 685, situated at Waterbury, Second District, and assessed to Taft Jones,

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject; and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to Sterling Lee Hammond, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lot or

parcel of land and improvements, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any; and

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

Matthew S. Evans
Judge

17

LIBER 136 PAGE 457

GEORGE C. BAST, JR.,	*	
ASSIGNEE OF MORTGAGE	*	IN THE CIRCUIT COURT
vs.	*	OF ANNE ARUNDEL COUNTY.
JAMES C. MILLER AND	*	
DOLLIE M. MILLER, HIS WIFE.	*	IN EQUITY.

No. 14,692 Equity

MR. CLERK:

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

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

FILED

1961 NOV 10 AM 9:39

No. 14,692 Equity

BOOK 1377 PAGE 88 LIBER 136 PAGE 458

This Mortgage, Made this 11th day of March, in the year one thousand, nine hundred and sixty, between - - - - - - - - - - - - - - - -

JAMES C. MILLER and DOLLIE M. MILLER, his wife -

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

WHEREAS, said Mortgagor s, being members of said body corporate, has received therefrom an advance of Nine thousand five hundred ($9,500.00) - - - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of Eighty dollars and seventeen cents ($80.17) - - - - - - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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

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

KNOWN AND DESIGNATED as Lot number 23 on a Plat entitled "Westdale Park, Section #2", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 42. The improvements thereon being known as 238 Williams Road.

Subject to a pole agreement in G.T.C. 1181 folio 237.
Subject to restrictions in G.W. 94 folio 80, G.W. 99 folio 339 and G.W. 106 folio 406.

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

"PETITIONER'S EXHIBIT NO. L"

FILED

1961 NOV 10 AM 9:40

2

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

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $..120.00 payable in equal installments half yearly on the....2nd.....day of...March..and...Sept./.... in each and every year.

It is a special covenant of this mortgage, that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged

property; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums advanced when the insurance upon dea[illegible]s to be applied to the Mortgage debt, a[illegible]f which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (8) that should twenty per cent or more of the original loan be paid at one time before maturity, Mortgagor agrees to pay to the said Mortgagee ninety days interest at six (6%) per cent beyond that date of payment on the amount so prepaid. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Bradford Federal Savings and Loan Association.

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

And the said mortgagor consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., its Attorney or Agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: Upon giving twenty (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

AND in the event of any sale under the powers hereby granted, the proceeds thereof shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ....One hundred..... dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all Court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under decrees of a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of fifty ($50.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns or its Attorneys or Agents, shall not be required, to receive the principal and interest only, of said Mortgage debt in satisfaction thereof. unless the same be accompanied by a tender of said expenses, costs, commissions and Attorney's fee, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

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

WITNESS the hand s and seals of the said Mortgagors.

WITNESS:

Geraldine C. Megginson

James C. Miller (Seal)
JAMES C. MILLER

Dollie M. Miller (Seal)
DOLLIE M. MILLER

(Seal)

(Seal)

4

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 11th day of March, 19 60, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared JAMES C. MILLER and DOLLIE M. MILLER, his wife

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared [redacted] Herbert F. Norris, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County, Md.

Bernadine C. Magsamen
Bernadine C. Magsamen Notary Public.

Rec'd for record March 16, 1960 at 10:36 A.M.
Mailed to Norris, Bast & Rose

REC'D FOR RECORD IN LAND RECORDS ANNE ARUNDEL COUNTY 1961 NOV 10 PM 2:53 & RECORDED IN LIBER GTC NO. 1377 FOLIO 91 GEO. T. CROMWELL, CLERK

File in Equity 14,692 - E

MORTGAGE

FROM

JAMES C. MILLER and

DOLLIE M. MILLER, his wife

TO

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of Baltimore City,

and examined per Clerk

Cost of Record, $

1960 MAR 16 AM 10:36 RECORDED IN LIBER GTC NO. 1377 FOLIO 88 GEO. T. CROMWELL, CLERK

NORRIS, BAST and ROSE
Bradford Federal Building
2600 Block E. Fayette St.
Baltimore 24, Md.

48072

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 3rd day of November, 1961.

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

Witness: Ann K. Rahll
Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION
By: Herbert F. Norris
Herbert F. Norris, President.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1963

E-118—1 M—10-28-60.

GEORGE C. BAST, JR., LIBER 136 PAGE 462

ASSIGNEE OF MORTGAGE

VS.

JAMES C. MILLER AND

DOLLIE M. MILLER, HIS WIFE.

IN THE

Circuit Court for Baltimore County

IN EQUITY.

No. 14,692 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from James C. Miller and Dollis M. Miller, his wife,

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

dated the 11th day of March, 19 60, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C No. 1377 Folio 88.

Amount of Mortgage Loan	-	$ 9,500.00
Expenses Paid, Taxes, Ground Rent, Insurance	-	796.25
Interest to November 30th, 1961	-	952.14
		$11,248.39
Less total amount paid by Borrowers	-	1,923.97
Amount of Mortgage Claim	-	$ 9,324.42

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Herbert F. Norris, President.

CITY

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

I HEREBY CERTIFY, that on this 3rd day of November in the year nineteen hundred and Sixty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said County~~ City of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate,

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

Ann K. Rahll

Ann K. Rahll-Notary Public.

FILED

1961 NOV 10 AM 9:40

M 1/61

LIBER 136 PAGE 463

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE

Plaintiff

VS.

JAMES C. MILLER AND

DOLLIE M. MILLER, HIS WIFE.

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL

~~BALTIMORE~~ COUNTY

Docket No. 20..., Folio 55

Case No. 14,692 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 3rd. day of November....., 19.61, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared Herbert F. Norris, President, of Bradford Federal Savings and Loan Association, a body corporate, and made oath, in due form of law, that he... knows the Defendant(s) herein and that to the best of his... information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said defendant is not in the Military Service of any Nation allied with the United States of America:

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

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

Ann K. Rahll

Ann K. Rahll - Notary Public

Herbert F. Norris

Herbert F. Norris, Affaint

FILED

1961 NOV 10 AM 9:40

7

Trustee's Bond

1613

LIBER 11 PAGE 182

KNOW ALL MEN BY THESE PRESENTS:

No. 14,692 Equity

THAT WE GEORGE C. BAST, JR.

159 N. LUZERNE AVENUE, BALTIMORE 24, MARYLAND as principal,

and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of PENNSYLVANIA, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND AND 00/100----------($10,000.00)---------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 29TH day of NOVEMBER in the year of our Lord one thousand nine hundred and SIXTY-ONE.

LIBER 136 PAGE 464

WHEREAS, the above bounden GEORGE C. BAST, JR. by virtue of a decree of the Honorable Judge of the Circuit Court of ANNE ARUNDEL CO. has been appointed trustee IN FORECLOSURE to sell PROPERTY SITUATE AT 238 WILLIAMS ROAD, FERNDALE, MARYLAND

mentioned in the proceedings in the case of GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

vs.

JAMES C. MILLER AND DOLLIE M. MILLER, HIS WIFE

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, JR.

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

Ann K. Rahll

Signed, sealed and delivered in the presence of

Philip L. Smuller

GEORGE C. BAST, JR. (SEAL)

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman Jr. (SEAL)

D. VAN NORMAN, JR. ATTORNEY-IN-FACT

ANNE ARUNDEL CO.

State of Maryland, ANNE ARUNDEL County, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of PENNSYLVANIA does hereby constitute and appoint D. VAN NORMAN, JR. its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of 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 INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 29TH day of NOVEMBER, 1961

INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Gillespie, *Vice President*

ATTEST: Hugh M. Sinclair *Assistant Secretary*

HUGH M. SINCLAIR

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

NOVEMBER 29, 1961 INSURANCE COMPANY OF NORTH AMERICA

Hugh M. Sinclair *Assistant Secretary*

FILED

1961 DEC -1 AM 9:48 HUGH M. SINCLAIR

and approved this 1 day of December, 1961, Clerk

8

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

Assignee's Sale OF DESIRABLE LEASEHOLD DWELLING PROPERTY

No. 238 Williams Road, Ferndale, Fifth District of Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from James C. Miller and Dollie M. Miller, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 11th day of March 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1377 folio 88, (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises, on

TUESDAY, DECEMBER 12, 1961 AT 2 O'CLOCK P.M.

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

KNOWN AND DESIGNATED as Lot No. 23 on a Plat entitled "Westdale Park, Section No. 2," which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 42. The improvements thereon being known as 238 Williams Road. Subject to an annual ground rent of $120.00.

Subject to a pole agreement in G.T.C. 1181 folio 237.

Subject to restrictions in G. W. 94 folio 80. G.W. 99 folio 339 and G.W. 106 folio 406.

The improvements consist of a 1½ story brick and frame dwelling.

No. 9

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

GEORGE C. BAST, JR.
Assignee

E. T. NEWELL & CO., INC.,
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
PLaza 2-3580

D-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 465

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1961

We hereby certify, that the annexed

Assignee's Sale

14,697

James C. Miller

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 December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961 DEC. 14 PM 1:01

By Hazel Tilghman

E-125 1M 10-59

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

JAMES C. MILLER and DOLLIE M. MILLER, wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

LIBER 136 PAGE 466

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

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage ~~appointed by the decree~~ in the above entitled cause to make sale of leasehold property

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust ~~as prescribed by said decree~~ which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in ~~newspaper~~ THE CAPITAL-GAZETTE PRESS, INC., a newspaper ~~newspaper~~, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~trustee~~ Assignee of Mortgage did pursuant to said notice on Tuesday the 12th day of December, 19 61, at 2:00 o'clock, P. M., attend on the premises and then and there sold all that leasehold property situate in Anne Arundel County and known as Lot No. 23 on a Plat entitled Westdale Park Section No. 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 42, the improvements thereon being known as No. 238 Williams Road and being subject to an annual ground rent of $120.00, and also subject to agreement and restrictions of record affecting said property, unto Bradford Federal Savings and Loan Association, a body corporate, at and for the sum of $8,000.00, said purchaser being then and there the highest bidder, said property and said sale having been made subject to the terms and conditions set forth in the advertisement of sale.

Geo. C. Bast

George C. Bast, Jr. - Assignee of Mortgage ~~trustee~~

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 14th day December, 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared George C. Bast, Jr. Assignee ~~trustee~~ and ~~he~~ 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.

NOTARY PUBLIC BALTIMORE CO. MARY VIRGINIA HALE

Mary Virginia Hale

Mary Virginia Hale - Notary Public ~~Notary~~

1961 DEC 18 AM 10:41

10

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

Assignee's Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

No. 238 Williams Road, Ferndale, Fifth District of Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from James C. Miller and Dollie M. Miller, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 11th day of March 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1377 folio 88, (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises, on

TUESDAY, DECEMBER 12, 1961 AT 2 O'CLOCK P.M.

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

KNOWN AND DESIGNATED as Lot No. 23 on a Plat entitled "Westdale Park, Section No. 2," which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 42. The improvements thereon being known as 238 Williams Road. Subject to an annual ground rent of $120.00.

Subject to a pole agreement in G.T.C. 1181 folio 237.

Subject to restrictions in G. W. 94 folio 89, G.W. 99 folio 339 and G.W. 106 folio 406.

The improvements consist of a 1½ story brick and frame dwelling.

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

GEORGE C. BAST, JR.
Assignee

E. T. NEWELL & CO., INC.,
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
PLaza 2-3580

ORDER NISI

GEORGE C. BAST, JR.

Assignee of Mortgage

versus

JAMES C. MILLER and

DOLLIE M. MILLER, wife

LIBER 136 PAGE 468

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,692 Equity

Ordered, this 18th day of December, 19 61, That the sale of the property in these proceedings mentioned made and reported by GEORGE C. BAST, Jr., Assignee

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.

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

George T. Crownfield Clerk.

True Copy,

TEST: Clerk.

GEORGE C.BAST,JR.,Assignee MD. GAZETTE (For December 21st Edition)

(Final Order)

GEORGE C. BAST, JR.

Assignee of Mortgage

versus

JAMES C. MILLER and

DOLLIE M. MILLER, wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of January, 1962 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 Dunbeck

JUDGE.

FILED

1962 JAN 23 AM 11:17

//

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 469

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,692

James C Miller,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of January, 1962. The first insertion being made the 21st day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,692 Equity
GEORGE C. BAST, JR., Assignee of Mortgage
versus
JAMES C. MILLER and DOLLIE M. MILLER, his wife
Ordered, this 18th day of December, 1961, That the sale of the property in these proceedings mentioned made and reported by GEORGE C. BAST, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of January next.

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

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-11

FILED

No. M. G. 24682 1962 JAN 15 PM 3:43

12

In the Case of LIBER 136 PAGE 470

George C. Bast, Jr.,
Assignee of Mortgage
VS.
James C. Miller
and
Dollie M. Miller, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,692 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.

January 31, 1962

FILE

13

Dr. George C. Bast, Jr., Assignee of Mortgage vs. James C. Miller and Dollie M. Miller, his wife in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	271	42	371	42
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	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	15	90		
Insurance Co. of North America - bond premium	40	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	2	00		
Ann K. Rahll - notary fees	1	00		
Mary V. Hale - notary fee		50		
			181	40
To Assignee for Benefit Charges, viz:				
Metered water to 12/12/61	11	90	11	90
To Assignee for Ground Rent, viz:				
Semi-annual ground rent ($60.00) due 3/2/62 - 3 months 10 days	33	33	33	33
To Bradford Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,460	65	7,460	65
			8,114	70
Amount of mortgage claim filed	9,324	42		
Interest thereon at 6% from 11/30/61 to 3/9/62 - 3 months 9 days	153	85		
	9,478	27		
Cr. Amount allowed above	7,460	65		
Balance subject to decree in personam	2,017	62		

14

with

George C. Bast, Jr., Assignee of Mortgage

Cr.

1961						
Dec.	12	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,250.00 - 1 month 12 days	47	17	8,047	17
		Refund 1961 State and County taxes- 19 days	7	90		
		Refund 1961 Water and Sewer benefit charges - 19 days	1	45		
		American Equitable Assurance Co. - refund fire insurance premium	58	18	67	53
					8,114	70

LIBER 136 PAGE 473

ORDER NISI

George C. Bast,

Assignee of Mortgage

VERSUS

James C. Miller

and

Dollie M. Miller, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,692 Equity.

ORDERED, This 5th day of February, 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 12th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

George T. Cromwell J.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of March, 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 MAR 13 AM 11:23

O. Bowie Duckett

16

OFFIC)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 474

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,692 Equity
GEORGE C. BAST
Assignee of Mortgage
VERSUS
JAMES C. MILLER and
DOLLIE M. MILLER, his wife

Ordered, this 5th day of February, 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 12th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
F-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,692

Auditors Account

James C. Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of March, 1962. The first insertion being made the 8th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 28529 1962 FEB 23 PM 1:51 By Hazel Tilghman

17

E-116—1M—3-28-60.

LIBER 136 PAGE 475

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Vs.

L. B. ROGERS and DORIS ROGERS, his wife
210 Midland Avenue

Docket ---------- Folio ----------

Case No. ----------

Filed ----------

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 28th day of April, 1955 A.D. the defendants Executed and delivered to Belair Road Building and Loan Association, Incorporated a mortgage upon certain fee simple property in Baltimore County, therein described, to secure the payment of the mortgage debt of $6400.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That default has occurred in the 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, &c.

J. Calvin Carney
3 E. Lexington St. (2)
PLaza 2-8445
Attorney for Plaintiff

FILED

1961 MAR 28 AM 10:26

Law Offices
J. CALVIN CARNEY
3 East Lexington St.
Baltimore 2, Md.

LIBER 923 PAGE 258

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—47

LIBER 136 PAGE 476

Purchase Money
This Mortgage, Made this 28th day of April,

in the year one thousand nine hundred and fifty-five, between L. B. Rogers and Doris Rogers, his wife,

of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Belair Road Building and Loan Association, Incorporated,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Sixty-four Hundred - Dollars ($6400.00)

on sixty-four shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance. Being balance of the purchase money of the property hereinafter described, and being so applied.

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

do grant unto said Mortgagee

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland,
at present known as No. 210 Midland Avenue

and described as follows:

All that ground and premises situate, lying and being in Anne Arundel County, State of Maryland and being known as Lots numbered 180-181 of Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County as shown on the plat of the property of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G. W. No. 1 folio 31, and which said lots are described as follows, that is to say: Fronting fifty (50) feet on Miland Avenue with an even depth of one hundred (100) feet. Improvements being now known as No. 210 Midland (or Miland) Avenue.

Being the same property described in a Deed from J. Calvin Carney and Hazyl W. Carney, his wife, to L. B. Rogers and Doris Rogers, his wife, bearing even date herewith and recorded or intended to be recorded, among

FILED
1961 MAR 28 AM 10: 25

2 PETITIONER'S EXHIBIT No 1

the Land Records of Anne Arundel County prior hereto.

Subject to Restrictions contained in a Deed from The Patapsco Park Land Company to William McCullers and Martha A. McCullers, his wife, dated August 16, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 126 folio 212.

AS AGREED, as often as the interest shall drop, in accordance with the terms hereof, such drop in interest shall be applied toward the dues or principal of this mortgage, so that the combined payment of dues or principal and interest during the entire life of this mortgage shall remain at $13.65.

In the event of sale or transfer of this property subject to this mortgage anything herein to the contrary notwithstanding, the entire mortgage indebtedness shall immediately become payable in full without demand.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining; including all heating, oil burner, plumbing and electrical apparatus, fixtures and equipment contained therein.

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

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on their part c[illegible]ined, 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 fifteen cents on each of said sixty-four shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said sixty-four shares, and also to pay weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and Thirty-five cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said 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, or any other hazard required by the said MORTGAGEE, 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 Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or J. CALVIN CARNEY, 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 Sixty-four 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 seal s of the said Mortgagors.

TEST:

Elizabeth McC. West

ELIZABETH McC. WEST.

L. B. Rogers (SEAL)
L. B. Rogers

Doris Rogers (SEAL)
Doris Rogers

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 28th day of April, in the year one thousand nine hundred and fifty- five, before me, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared L. B. Rogers and Doris Rogers, 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 J. David Lassahn, President of Belair Road Building and Loan Association, Incorporated, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth; and further, that he is President and Agent of said body corporate and is duly authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Recorded- 4th May, 1955, at 9 A.M.

ELIZABETH McC. WEST NOTARY PUBLIC BALTIMORE, MD.

Elizabeth McC. West
Notary Public.

ELIZABETH McC. WEST

LIBER 923 PAGE 261

4

M 7/60

LIBER 136 PAGE 479

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED
Plaintiff

VS.

L. B. ROGERS and DORIS ROGERS, his wife
210 Midland Avenue
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

Docket No. 19, Folio 316

Case No. 14,302

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 27th day of March, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared J. David Lassahn, President of Belair Road Building and Loan Association, Incorporated and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendants ~~is~~ are not in the Military Service of the United States of America;

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

(3) Said Defendants ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants ~~is~~ are not ~~a~~ members of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Elizabeth McC. Wood
Notary Public

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By: J. David Lassahn
Affiant
J. David Lassahn, President

FILED

1961 MAR 28 AM 10:26

Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Vs.

L. B. ROGERS and DORIS ROGERS, his wife
210 Midland Avenue

DOCKET 19 FOLIO 316
CASE NO. 14,302
FILED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

TERM, 19

LIBER 136 PAGE 480

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 28th day of March in the year nineteen hundred and sixty-one by the Circuit Court of Anne Arundel ~~Baltimore County~~, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Calvin Carney 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 Sixty-four Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Baltimore County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale: with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1961 MAR 29 AM 10:45

Matthew S. Evans
JUDGE

6

E-118—1 M—10-28-60.

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

VS.

L. B. ROGERS and DORIS ROGERS, his wife, 210 Midland Avenue

LIBER 136 PAGE 481

IN THE

ANNE ARUNDEL COUNTY

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

Case No. 14,302

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Belair Road Building and Loan Association, Incorporated,

under the mortgage from L. B. Rogers and Doris Rogers, his wife,

to Belair Road Building and Loan Association, Incorporated

dated the 28th day of April, 19, 55, and recorded among the Land Records of ~~Baltimore County~~ Anne Arundel County in Liber J.H.H. No. 923 Folio 258

Amount of Loan	$6400.00
Paid on a/c Principal	1853.30
~~Balance~~	~~$4546.70~~
Credit Expense a/c	36.72
Balance	$4509.98
~~13 wks interest @ $5.52 to 10/31~~	~~71.76~~
Interest thereafter to accrue at the rate of $5.76 as in terms of mortgage.	
Total	$4581.74

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By: Joseph R. Wunderlich, Secretary

Joseph R. Wunderlich, Secretary

City

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

I HEREBY CERTIFY, that on this 24th day of October in the year nineteen hundred and sixty-one, before me, the subscriber a Notary Public of the City of Baltimore, State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Joseph R. Wunderlich, Secretary of Belair Road Building and Loan Association, Incorporated

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

Mary E. Munley

Mary E. Munley, Notary Public

FILED

1961 OCT 30 AM 11:28

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, Plaintiff	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
L. B. ROGERS and DORIS ROGERS, his wife 210 Midland Avenue, Defendants	:	Equity Case No. 14302
	:	
	:	

LIBER 136 PAGE 482

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on the 24th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. David Lassahn, President of Belair Road Building and Loan Association, Incorporated 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.

MARY E. MUNLEY NOTARY PUBLIC BALTIMORE, MD.

Mary E Munley
Notary Public Mary E. Munley

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President
Affiant

FILED
1961 OCT 30 AM 11:28

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

8

Trustee's Bond

No. 14,302 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 11 PAGE 181

THAT WE J. Calvin Carney, 3615 Liberty Heights, Baltimore, Maryland

as principal,

and Maryland Casualty Company, a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Four Hundred and No/100 ($6,400.00)- - - - - - - - -Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 26th day of October in the year of our Lord one thousand nine hundred and sixty-one.

LIBER 136 PAGE 483

WHEREAS, the above bounden J. Calvin Carney by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Belair Road Building & Loan Association, Inc.

vs.

L. B. Rogers & Doris Rogers, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Mary E. Manley
Signed, sealed and delivered in the presence of
Barbara Berberich
Barbara Berberich

J. Calvin Carney (SEAL)
(SEAL)
MARYLAND CASUALTY COMPANY (SEAL)
By A. Robinson Cohee, Jr. (SEAL)
A. Robinson Cohee, Jr. Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and A. Robinson Cohee, Jr. its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1960.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:
D. W. Vauthier,
Assistant Secretary

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

October 26, 1961 Maryland Casualty Company

D. W. Vauthier *Assistant Secretary*

FILED
1961 DEC -1 AM 9:47

Bond approved this 1 day of December, 1961

George T. Cromwell Clerk

J. CALVIN CARNEY,
Solicitor
8 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

210 Midland Ave.

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

Monday, Dec. 4, 1961
at 3:00 O'Clock P. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, State of Maryland, and described as follows:

Being lots nos. 180-181 of Patapsco Park, Pumphrey's Station, in the Fifth Election District of Anne Arundel County, shown on the plat of The Patapsco Park Land Co., Anne Arundel County filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, fronting 50 feet on Midland Ave. with even depth of 100 feet. The improvements thereon being known as No. 210 Midland Ave., in fee simple, improved by a two story frame dwelling.

Terms of Sale: A deposit of $750 will be required at time of sale; all adjustments to be made as of day of sale; unpaid purchase money to bear interest from day of sale to day of settlement; balance in cash upon ratification of sale by Circuit Court of Anne Arundel County. Cost of all documentary stamps to be borne by purchaser.

J. CALVIN CARNEY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers
N-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 484

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1961

We hereby certify, that the annexed

Trustee's Sale 11-30a

210 Midland Avenue

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 9th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 24144 1961 DEC -5 PM 12:33 By Hazel Tilghman

10

Auctioneer's Certificate

I HEREBY CERTIFY that I have on the 4th day of December, 1961 sold the property 210 Midland Avenue, Patapsco Park, Pumphrey's Station, 5th Election District, Anne Arundel County, Md. described in the copy of the advertisement attached hereto, at and for the sum of $4,800.00, to State Housing, Inc., being at that figure the highest bidder therefor, and I further certify that the sale was fairly made.

Attest: E. T. NEWELL & CO., INC.

Betty G. Trueschler

By [signature] Vice Pres.

Purchaser's Agreement

I HEREBY CERTIFY that we have this 4th day of December, 1961, purchased the property 210 Midland Avenue, Patapsco Park, Pumphrey's Station, 5th Election District, Anne Arundel County, Md., described in the copy of the advertisement of sale attached hereto, from J. Calvin Carney, Trustee, at and for the sum of $4,800, and I hereby agree to comply with the terms of sale as set forth in the attached copy of advertisement of sale.

Attest: STATE HOUSING, INC.

By R. D. Goldstone Jr.
Pres.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED

1961 DEC -8 AM 9:49

J. CALVIN CARNEY,
Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

210 Midland Ave.

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

Monday, Dec. 4, 1961
at 3:00 O'Clock P. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, State of Maryland, and described as follows:

Being lots nos. 180-181 of Patapsco Park, Pumphrey's Station, in the Fifth Election District of Anne Arundel County, shown on the plat of The Patapsco Park Land Co., Anne Arundel County filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W No. 1, folio 31, fronting 50 feet on Midland Ave. with even depth of 100 feet. The improvements thereon being known as No 210 Midland Ave., in fee simple Improved by a two story frame dwelling.

Terms of Sale: A deposit of $750 will be required at time of sale; all adjustments to be made as of day of sale; unpaid purchase money to bear interest from day of sale to day of settlement, balance in cash upon ratification of sale by Circuit Court of Anne Arundel County. Cost of all documentary stamps to be borne by purchaser.

J. CALVIN CARNEY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers

N-30

REPORT OF SALE

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

L. B. ROGERS and DORIS ROGERS his wife
210 Midland Avenue

IN THE

CIRCUIT COURT

For
~~—Of—~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

Case No. 14,302

LIBER 136 PAGE 487

To The Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County:

The Report of Sale of J. Calvin Carney

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

Fee Simple Property 210 Midland Avenue

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three weeks preceding the sale, ~~and by short advertisements in the Sunday Sun and Sunday American~~ on the two Sundays immediately preceding the sale

~~daily newspaper published in Baltimore City for more than~~ ~~three successive weeks preceding the day of sale~~ said Trustee did pursuant to said notice on Monday the 4th day of December 1961 at 3:00 o'clock P. M. attend on the premises and then and there sold fee simple property 210 Midland Avenue, fully and particularly described in these proceedings and in the attached advertisement made a part hereof, unto State Housing, Inc. at and for the sum of $4800.00, said purchaser being then and there and at that price the highest bidder therefor.

Respectfully submitted,

J. Calvin Carney, Trustee

LIBER 136 PAGE 488

J. CALVIN CARNEY,
Solicitor
3 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

210 Midland Ave.

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

Monday, Dec. 4, 1961
at 3:00 O'Clock P. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, State of Maryland, and described as follows:

Being lots nos. 180-181 of Patapsco Park, Pumphrey's Station, in the Fifth Election District of Anne Arundel County, shown on the plat of The Patapsco Park Land Co., Anne Arundel County filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, fronting 50 feet on Midland Ave. with even depth of 100 feet. The improvements thereon being known as No. 210 Midland Ave., in fee simple, improved by a two story frame dwelling.

Terms of Sale: A deposit of $750 will be required at time of sale; all adjustments to be made as of day of sale; unpaid purchase money to bear interest from day of sale to day of settlement; balance in cash upon ratification of sale by Circuit Court of Anne Arundel County. Cost of all documentary stamps to be borne by purchaser.

J. CALVIN CARNEY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers

N-30

FILED
DEC -8 AM 9:49 1961

State of Maryland, City of Baltimore, Sct: LIBER 136 PAGE 489

I HEREBY CERTIFY, That on this 7th day of December 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney

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,

Mary E. Munley

Mary E. Munley, *Notary Public.*

MARY E. MUNLEY NOTARY PUBLIC BALTIMORE, MD.

12w

ORDER NISI

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

L. B. ROGERS and DORIS ROGERS his wife

LIBER 136 PAGE 490

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,302 Equity

Ordered, this 8th day of December, 19 61, That the sale of the property in these proceedings mentioned made and reported by J. CALVIN CARNEY, Trustee

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.

The report states that the amount of sale was $ 4,800.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

J. CALVIN CARNEY, Trustee MD. GAZETTE (For December 14, Edition)

(Final Order)

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

L. B. ROGERS and DORIS ROGERS his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of January, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 JAN 16 PM 12:06

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 491

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,302 Equity

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

VERSUS

L. B. ROGERS and DORIS ROGERS his wife

Ordered, this 8th day of December, 1961, That the sale of the property in these proceedings mentioned made and reported by J. CALVIN CARNEY, Trustee 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.

The report states that the amount of sale was $4,800.00.

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 - Sale - Eq. 14,302

L. B. Rogers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1962 JAN -8 PM 3:47

No. M. G. 24646

14

In the Case of

LIBER 136 PAGE 492

Belair Road Building and Loan Association, Incorporated

vs.

L. B. Rogers

and

Doris Rogers, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,302 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

February 2, 1962

FILED

1962 FEB -6 AM 11:03

91

Dr. in ac.

Belair Road Building & Loan Ass'n, Inc., vs. L. B. Rogers
and Doris Rogers, his wife

To Trustee for Fee, viz:	64	00		
To Trustee for Commissions, viz:	175	18	239	18
To Trustee for Court costs, viz:				
Clerk of Court - final Court costs	17	50		
Auditor - stating this account	18	00	35	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	26	20		
The Baltimore American - advertising sale	13	50		
Maryland Casualty Co. - bond premium	25	60		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Mary E. Munley - notary fees	1	50	170	81
To Belair Road Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	4,402	11	4,402	11
			4,847	60
Amount of mortgage claim filed	4,581	74		
Interest on principal balance of $4,509.98 from 10/31/61 to 3/10/62 - 18 weeks @ $5.76 per week	103	68		
	4,685	42		
Cr. Two payments of $47.79	47	79		
	4,637	63		
Cr. Amount allowed above	4,402	11		
Balance subject to decree in personam	235	52		

16

with J. Calvin Carney, Trustee

			Dr.		Cr.	
1961						
Dec.	4	Proceeds of Sale	4,800	00		
		Interest on deferred payment to 1/23/62 - 1 month 19 days	39	20	4,839	20
		Refund 1961 State and County taxes ($98.53) - 26 days	7	10		
		Refund 1961 water and sewer benefit charges ($9.00) - 26 days		78		
		Refund water rent paid in advance ($7.50) - 26 days		52	8	40
					4,847	60

LIBER 136 PAGE 495

ORDER NISI

Belair Road Building and Loan Association, Incorporated

VERSUS

L. B. Rogers

and

Doris Rogers, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,302 Equity.

ORDERED, This 6th day of February, 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 12th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of March, 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 MAR 13 AM 11:23

O. Bowie Duckett

1962 FEB -5 AM 11:03

18

OFFICE F

LIBER 136 PAGE 496

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. 14,302 Equity
BELAIR ROAD BUILDING AND LOAN ASSOCIATION INCORPORATED
VERSUS
L. B. ROGERS and
DORIS ROGERS, his wife

Ordered, this 6th day of February, 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 12th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
F-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq. 14,302

Auditor Account

L. B. Rogers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of March, 1962. The first insertion being made the 22nd day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 FEB 23 PM 1:51

No. M. G. 22530

By Hazel Tilghmanson

19

LIBER 136 PAGE 497

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
J. DONALDSON PARR AND NANCY A. PARR, HIS WIFE	:	ANNE ARUNDEL COUNTY (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 the said J. Donaldson Parr and Nancy A. Parr, his wife to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 573.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

THIS MORTGAGE, Made this 15th day of May , in the year one thousand, nine hundred and fifty-nine, between J. DONALDSON PARR and NANCY A. PARR, his wife, of Anne Arundel County, State of Maryland, Mortgagors, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, said Mortgagors, being a member of said body corporate, have received therefrom an advance of ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100ths ($162,500.00) DOLLARS, receipt of which is hereby acknowledged by the Mortgagors 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 Five (5%) per cent per annum in the manner following:

By the payment of TWELVE HUNDRED EIGHTY-FIVE AND 05/100ths ($1,285.05) DOLLARS, commencing on the first day of June, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the first at a hub on the westerly side of Ridgeway Road, 30 feet wide; said point marks the northernmost corner of the parcel of land firstly described in that conveyance from J. Donaldson Parr and Nancy A. Parr, his wife, to All States Corporation by Deed dated March 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 445; said point being also in the northeast outline of Lot No. 702 as shown on a plat entitled "Amended Plat, The Pines on the Severn" dated December 1923 and recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, page 9 (see also plat of The Pines on the Severn, and recorded in Plat Book No. 1, page 14). Thence from the point of beginning so fixed binding on the last line of said First Parcel, with meridian corrected and binding on the westerly side of Ridgeway Road South 22 degrees 18 minutes 30 seconds East 47.0 feet; thence leaving said First Parcel and binding on the second line of the Second Parcel described in the aforementioned conveyance to All States Corporation, and still binding on the westerly side of Ridgeway, South 14 degrees 18 minutes 30 seconds East 102.38 feet to intersect the northwest side of Mainway Road, 30 feet wide; thence leaving said Ridgeway and binding on the northwest side of Mainway, along the southeast outline of said Second Parcel and with the southeast boundary of Lots No. 700, 750 and 751 as shown on the abovementioned Plats South 61 degrees 20 minutes 00 seconds West 200.80 feet to an iron pipe; thence leaving said Mainway and binding on a line of fence, the southwest outline of said Second Parcel, North 21 degrees 01 minutes 50 seconds West 100.06 feet to intersect the southeast outline of said First Parcel; thence leaving said Second Parcel and binding on part of said southeast outline, with meridian corrected, South 61 degrees 09 minutes 30 seconds West 4.05 feet; thence binding on the fourth line of said First Parcel, with meridian corrected, North 62 degrees 59 minutes 30 seconds West 53.17 feet; thence still binding on the outlines of said First Parcel, with meridian corrected, the following two courses and distances: North 64 degrees 57 minutes 52 seconds East 179.48 feet and thence North 50 degrees 38 minutes 51 seconds East 73.20 feet to the point of beginning. Containing 0.6756 of an acre of land, more or less, within the bounds of this description, according to a plat prepared by James D. Hicks, County Surveyor, combining two surveys, one by August H. Wagener, Surveyor, in July 1953 of a 0.196 Ac. Parcel, and the other by James D. Hicks, County Surveyor, in March 1956 of an 0.4796 Acre Parcel.

BEING also parts of Lots Nos. 755, 756 and 702 and all of Lots Nos. 700, 701, 750 and 751 as shown on a plat entitled "Amended Plat, Pines on the Severn" and recorded in Plat Book No. 1, page 14.

BEING the same property described by a Deed from All States Corporation to the said Mortgagors, dated July 25th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1225 folio 469.

BEGINNING for the second at an iron pipe here found said pipe marks the end of the 3rd or South 10 degrees 55 minutes West 442.2 foot line of the first parcel described in that conveyance from Vincent H. Shea to The Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9. Thence from the point of beginning so fixed and binding on part of said third line, reversely, with meridian corrected, North 10 degrees 43 minutes 10 seconds East 329.65 feet;

said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way, all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base line along a regular curve to the right, having a radius of 14,213.95 feet, a distance of 180.00 feet to intersect the westernmost outline of the first parcel described in that conveyance from All States Corporation to The County Commissioners of Anne Arundel County by Deed dated January 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319; thence binding on part of said westernmost outline, reversely, South 19 degrees 47 minutes 34 seconds West 324.85 feet; said point is in the last or North 71 degrees 09 minutes 50 seconds West 319.55 foot line described in that Mortgage from All States Corporation to the First Federal Savings and Loan Association of Annapolis dated October 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 210; thence leaving said conveyance to the County Commissioners and binding on part of said last or 319.55 foot line, North 71 degrees 09 minutes 50 seconds West 128.07 feet to the point of beginning. Containing 1.15 acres of land, more or less, within the bounds of this description. Being a part of that conveyance from Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company, Inc.) to All States Corporation by Deed dated August 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 203.

BEGINNING for the same at a point which marks the end of the 3rd or south 19 degrees 47 minutes 34 seconds West 384.17 foot line of the first parcel described in that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated January 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319. Thence from the point of beginning so fixed, binding on part of said 3rd line, reversely, North 19 degrees 47 minutes 34 seconds East 324.19 feet; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base Line, along a regular curve to the right, having a radius of 14,213.95 feet, a distance of 1193.41 feet to intersect the 7th or North 34 degrees 36 minutes East 864 foot line of the second parcel described in that conveyance from Vincent H. Shea to the Shea Chemical Company, Inc. (Formerly Hoosac Valley Lime Company, Inc.) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way as shown on the State Roads Commission Plat No. 5739; thence binding on part of said 7th line, reversely, with meridian corrected, South 34 degrees 24 minutes 10 seconds West 671.39 feet to the beginning thereof; thence still binding om the outlines of the whole tract, reversely, and with meridian corrected, the following eleven (11) courses and distances; South 54 degrees 58 minutes 50 seconds East 112.50 feet; thence South 58 degrees 16 minutes 10 seconds West 96.40 feet; thence south 52 degrees 02 minutes 10 seconds West 76.95 feet; thence South 83 degrees 41 minutes 10 seconds West 55.45 feet; thence North 70 degrees 27 minutes 50 seconds West 64.30 feet; thence North 64 degrees 58 minutes 50 seconds West 50.0 feet; thence North 42 degrees 09 minutes 50 seconds West 237.90 feet; thence North 58 degrees 22 minutes 50 seconds West 127.40 feet; thence North 7 degrees 50 minutes 50 seconds West 269.65 feet;

thence North 33 degrees 01 minute 50 seconds West 319.95 feet to an iron pipe here found; thence North 71 degrees 09 minutes 50 seconds West, 151.48 feet to the point of beginning. Containing 16.03 acres of land, more or less, within the bounds of this description.

MEANING AND INTENDING to convey by the Lots secondly and thirdly described above all of the property that was conveyed by Shea Chemical Company to All States Corporation by Deed Dated August 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 972 folio 203, saving and excepting therefrom, however, so much of said property included in said Deed that was conveyed by All States Corporation by the following Deeds: viz - (1) to County Commissioners of Anne Arundel County dated January 23, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 996 folio 319 and (2) to the State Roads Commission of Maryland, dated September 24, 1958 and recorded among the aforesaid Land Records in Liber G.T.C. 1237 folio 451.

FOR TITLE of Mortgagors, see Deed from All States Corporation dated May 11, 1959 and duly recorded among the Land Records of Anne Arundel County prior hereto.

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 lots 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 in fee simple.

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

Provided, however, if the said 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 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 ~~from such Agents or Brokers~~ satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$1000.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

Elizabeth B. Stallings

J. Donaldson Parr (SEAL)

(SEAL)

Nancy A. Parr (SEAL)

Nancy A. Parr

(SEAL)

ANNE ARUNDEL COUNTY
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

On this 14th day of May, 19 59, before me, a Notary Public of said State, personally appeared J. Donaldson Parr and Nancy A. Parr, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President. At the same time and also appeared~~ ~~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.

19 25 Elizabeth B. Stallings
Elizabeth B. Stallings Notary Public

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

J. DONALDSON PARR AND
NANCY A. PARR, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 20th, day of May, 1959 before me, a Notary Public of said State, personally 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 aforegoing 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. AVARINA NOTARY PUBLIC BALTIMORE CO., MD.

Robert F. Avarina Notary Public

19 21

Rec'd for record May 21 1959 at 11:57 A.M.
Mailed to Calwell & Calwell

LIBER 136 PAGE 504

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of April 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 J. Donaldson Parr and Nancy A. Parr, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

J. DONALDSON PARR AND

NANCY A. PARR, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

LIBER 136 PAGE 505

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **J. Donaldson Parr and Nancy A. Parr, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **15th** day of **May** 19 **59**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1297** Folio **573** .

Amount of Mortgage	$162,500.00
Less - amount paid on principal	2,440.44
	160,059.56
Plus - interest to 5/24/60	5,868.88
	165,928.44
Plus - overdraft in expense account	259.74
	166,188.18

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **28th** day of **April** 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**

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

AS WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY MD.

Clara M. Link
Clara M. Link Notary Public

9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 506

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1960

We hereby certify, that the annexed

Attorney's Sale

J. Donaldson Parr

Equity No. 13,768

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 8th day of June, 1960. The first insertion being made the 5th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By H. Tilghman

1960 JUN -6 AM 9:54

10

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Improved and Unimproved Fee Simple Property Zoned Commercial In Part

CONTAINING 17 ACRES X IMPROVED BY A HANDSOME BRICK COLONIAL TYPE MANSION SOUTH SIDE OF REVELL HIGHWAY, NEAR BAY BRIDGE OPPOSITE BAY HEAD ROAD

Under and by virtue of the power and authority contained in a Mortgage from J. Donaldson Parr and Nancy A. Parr, his wife to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 573 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Wed., June 8th, 1960 at 2 P.M. (E.D.T.)

all that fee simple property situate and lying on the south side of Revell Highway, near Bay Bridge, Opposite Bay Head Road, in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the first at a point which marks the end of the 3rd or south 19 degrees 47 minutes 34 seconds West 384.17 foot line of the first parcel described in that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated January 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319. Thence from the point of beginning so fixed, binding on part of said 3rd line, reversely, North 19 degrees 47 minutes 34 seconds East 324.19 feet; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base Line, along a regular curve to the right, having a radius of 14,213.95 feet, a distance of 1193.41 feet to intersect the 7th or North 34 degrees 36 minutes East 884 foot line of the second parcel described in that conveyance from Vincent H. Shea to the Shea Chemical Company, Inc. (Formerly Hoosac Valley Lime Company, Inc.) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9: said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way as shown on the State Roads Commission Plat No. 5739; thence binding on part of said 7th line, reversely, with meridian corrected, South 34 degrees 24 minutes 10 seconds West 671.39 feet to the beginning thereof; thence still binding on the outlines of the whole tract, reversely, and with meridian corrected, the following eleven (11) courses and distances; South 54 degrees 58 minutes 50 seconds East 112.50 feet; thence South 58 degrees 16 minutes 10 seconds West 96.40 feet; thence South 52 degrees 02 minutes 10 seconds West 76.95 feet; thence South 83 degrees 41 minutes 10 seconds West 55.45 feet; thence North 70 degrees 27 minutes 50 seconds West 64.30 feet; thence North 64 degrees 58 minutes 50 seconds West 50.0 feet) thence North 42 degrees 09 minutes 50 seconds West 237.90

taining 1.15 acres of land, more or less, within the bounds of this description. Being a part of that conveyance from Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company, Inc.) to All States Corporation by Deed dated August 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 203.

Subject to the legal operation and effect of a right of way Agreement between George E. Barchei and wife and the Chesapeake and Potomac Telephone Company, dated September 6, 1917 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140 folio 186; and also to the easements, covenants and conditions set forth in the following instruments from All States Corporation, et al (1) Deed to the County Commissioners of Anne Arundel County, dated January 23, 1956 and recorded as aforesaid in Liber G.T.C. No. 996 folio 319, relative to the strip or road 40 feet wide laid out extending from Revell Highway southward between parcels one and two above and small piece of land in the service area at the northeast corner of the first parcel above described and (2) Agreement with the County Commissioners of Anne Arundel County, dated January 23, 1956 and recorded as aforesaid in Liber G.T.C. No. 996 folio 310 regarding similar covenants and conditions in the above Deed.

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.

For the purpose of this sale the parcel firstly above described will be divided into and offered for sale as three separately described parcels as is disclosed, described and delineated upon Plat or Plats in the possession of the below named Attorney and Auctioneer and can be inspected prior to sale at the offices of said Attorney or the offices of said Auctioneer at 120-126 W. North Avenue.

The above described second parcel and those parcels into which the above mentioned first above parcel is or is to be divided, described and offered at this sale as aforesaid are zoned commercial (for but not limited to Motel, Restaurant and Filling Station sites) except that the parcel improved by the residents, which has a frontage on the Service Road adjoining Revell Highway of approximately 400 feet with a depth of some 750 feet to and to bind on the cove of Homewood Creek, is zoned commercial for approximately 300 feet in depth frrm the Service Road.

Terms of sale: The above pe.... and as the firstly above described parcel is divided and described in individual parcels as above mentioned will first be offered separately, the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount.

Cash deposit of $1,000.00 on each of the unimproved lots so offered and $7,500.00 on the residence property will be required if sold separately and if sold as an entirely the cash deposit of $10,000.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County nnd to bear interest from day of sale to day of settlement. Taxes and all other expenses, including sanitary district, maintenance charges and etc. if any to be adjusted to the day of sale.

AND IMMEDIATELY THEREAFTER at 3 P. M. (E.D.T.) on the premises VALUABLE FEE SIMPLE PROPERTY SITUATE AND LYING AT THE PINES ON THE SEVERN, AT ARNOLD, ANNE ARUNDEL COUNTY, IMPROVED BY 2 DESIRABLE FRAME DWELLINGS said property having a frontage on the northernmost side of Mainway of 200 feet with a depth binding or less, within the bounds of this description, according to a plat prepared by James D. Hicks, County Surveyor, combining two surveys, one by August H. Wagener, Surveyor, in July 1953 of a 0.196 Ac. Parcel, and the other by James D. Hicks, County Surveyor, in March 1956 of an 0.4796 Acre Parcel.

BEING also parts of Lots Nos. 755, 756 and 702 and all of Lots Nos. 700, 701, 750 and 751 as shown on a plat entitled "Amended Plat, Pines on the Severn" and recorded in Plat Book No. 1, page 14.

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.

Subject to the covenants, condition, restriction etc., contained in the following Deeds from The Pines Company, Incorporated—

(1) to Carl D. Coltman and wife, dated May 4, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29 folio 214

(2) to same, dated March 14, 1928 and recorded as aforesaid in Liber F.S.R. No. 25 folio 233

(3) to John F. Denny and wife, dated June 25, 1924 and recorded as aforesaid in Liber W.N.W. No. 89 folio 33

(4) to Henry Davis et al, dated July 6, 1926 and recorded as aforesaid in Liber W.N.W. No. 32 folio 465

(5) to Albert M. Crigler. dated January 5, 1927 and recorded as aforesaid in Liber F.S.R. No. 17 folio 500

(6) Beverly S. Whitgreave and wife, dated January 14, 1930 and recorded as aforesaid in Liber F.S.R. No. 71 folio 86

Improved by 2 frame dwellings one containing 7 rooms 2½ baths, hot air oil fired heat and the other containing 6 rooms, 1 bath.

For the purpose of this sale the parcel above described will be divided and described and offered for sale as two separate parcels, each containing its particular improvement. Plat or Plats showing such division and description of each property is or will be in the possession of the below named Attorney or Auctioneer and may be inspected at either of their offices.

TERMS OF SALE: The above property as divided into and described as two sepearate parcels with respective improvements will first be offered separately, the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $1,500.00 on each of said properties so offered will be required if sold separately and if sold as an entirety a cash deposit of $2,500.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money to be paid upon the terms, conditions and as provided as above set forth in connnection with the other sales.

Further terms of sale: The below named Attorney reserves the right and privilège in his discretion to hold in abeyance and reserve all bids both individual and entire received at end of all offerings and offer all of the above properties described and included in the aforesaid mortgage from J. Donaldson Parr and wife to Baltimore Federal Savings & Loan Assn. as an entirety if in so doing a greater amount is realized. If sold as an entirety a deposit of $12,500.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money to be paid in the manner and upon the terms, conditions and provisions as set forth above.

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

Ju-2

feet; thence North 58 degrees 22 minutes 50 seconds West 127.40 feet; thence North 7 degrees 50 minutes 50 seconds West 269.65 feet; thence North 33 degrees 01 minute 50 seconds West 319.95 feet to an iron pipe here found; thence North 71 degrees 09 minutes 50 seconds West, 151.48 feet to the point of beginning. Containing 16.03 acres of land, more nr less, within the bounds of this description.

Improved by a brick colonial type dwelling, with tin roof, 18 rooms, 8 baths, hardwood floors, modern kitchen, hot water oil fired heat, and 3 car garage, and outbuildings.

BEGINNING for the second at an iron pipe here found said pipe marks the end of the 3rd or South 10 degrees 55 minutes West 442.2 foot line of, the first parcel described in that conveyance from Vincent H. Shea to The Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company) by Deed dated March 1, 1955 and and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9. Thence from the point of beginning so fixed and binding nn part of said third line, reversely, with meridan corrected. North 10 degrees 43 minutes 10 seconds East 329.65 feet said point is located 110 feet snuthwesterly at right angles from the Base Line of the Right-of-Way, all as shown on the State Roads Commissinn Plat No. 5740; thence leaving said third line and with a line parallel tn and 110 feet southwesterly from said Base line along a regular curve to the right, having a radius nf 14,213.95 feet, a distance nf 180.00 feet to intersect the westernmost outline of the first parcel described in that conveyance from All States Corporation to The County Commissioners of Anne Arundel County by Deed dated January 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319; thence binding on part of said westernmost outline, reversely, South 19 degrees 47 minutes 34 seconds West 324.85 feet; said point is in the last or North 71 degrees 09 minutes 50 seconds West 319.55 foot line described in that Mortgage from All States Corporation to the First Federal Savings and Loan Associatinn of Annapolis dated October 13, 1955 and recorded amnng the Land Records of Anne Arundel County in Liber G. T. C. No. 972, folio 210; thence leaving said conveyance tn the County Commissinners and binding on part of said last or 319.55 foot line, North 71 degrees 09 minutes 50 seconds West 128.07 feet tn the point of beginning. Containing 0.5756 of an acre nf land, more along the westernmost side of Ridgeway of 100 feet X being described as follows:

BEGINNING for the same at a hub on the westerly side of Ridgeway Road, 30 feet wide; said point marks the northernmost corner of the parcel of land firstly described in that conveyance from J. Donaldson Parr and Nancy A. Parr. his wife, tn All States Corporation by Deed dated March 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folin 445: said point being also in the northeast outline of Lot No. 702 as shown on a plat entitled "Amended Plat, The Pines on the Severn" dated December 1923 and recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, pate 9 (see also plat of The Pines on the Severn, and recorded in Plat Book No. 1, page 14). Thence from the point of beginning so fixed binding on the last line of said First Parcel, with meridian corrected and binding on the westerly side of Ridgeway Road South 22 degrees 18 minutes 30 seconds East 47.0 feet; thence leaving said First Parcel and binding nn the second line of the Second Parcel described in the aforementioned conveyance to All States Corporation, and still binding. nn the westerly side nf Ridgeway, South 14 degrees 18 minutes 30 seconds East 102,38 feet to intersect the northwest side of Mainway Road, 30 feet wide; thence leaving said Ridgeway and binding on the northwest side of Mainway, along the southeast outline nf said Second Parcel and with the southeast boundary of Lots Nn. 700, 750 and 751 as shown on the abovementioned Plats South 61 degrees 20 minutes 00 seconds West 200.80 feet to an iron pipe; thence leaving said Mainway and binding on a line of fence, the southwest outline of said Second Parcel, North 21 degrees 01 minutes 50 seconds West 100.06 feet to intersect the southeast outline of said First Parcel; thence leaving said Second Parcel and binding on part of said southeast outline, with meridian corrected, South 61 degrees 09 minutes 30 seconds. West 4.05 feet; thence binding on the fourth line of said First Parcel, with meridan corrected, North 62 degrees 59 minutes 30 seconds West 53.17 feet; thence still binding on the outlines of said First Parcel, with meridian corrected, the following two courses and distances: North 64 degrees 57 minutes 52 seconds East 179.48 feet and thence North 50 degrees 38 minutes 51 seconds East 73.20 feet tn the point of beginning. Containing 0.5756 of an acre nf land, more

~~Mortgagee and~~ Attorney's Bond. 1-369

LIBER 136 PAGE 509

LIBER 10 PAGE 269

314855

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

Equity no - 13,768

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Md. as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE HUNDRED, SIXTY-SIX THOUSAND, TWO HUNDRED AND 00/100 ($166,200.00) - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd day of June - - - - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from J. Donaldson Parr and Nancy A. Parr, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 15th day of May nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1297, Folio 573, and ~~The mortgage in this case is guaranteed by the Administrator of Veterans Affairs under the Service Men's Readjustment Act of 1944 as amended; in the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the bond filed in this case shall be increased in an amount sufficient to cover the amount of sale~~ -

is about to sell the land and premises described in said Mortgage, Revell Highway-Pines on the Severn - Anne Arundel Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Frick
~~Attest~~ Witness as to Surety:

M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED
1960 JUN -7 AM 10:27

Bond approved this 7th day of June, 1960

George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
J. DONALDSON PARR AND NANCY A. PARR, HIS WIFE	:	(In Equity*

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in the Mortgage respectfully represents:-

That your Petitioner, as Attorney Named in the Mortgage, in this cause mentioned, did proceed to advertise the properties in said Mortgage described, for sale at public auction on June 8th, 1960.

That your Petitioner prior to the day of sale did file with this Honorable Court an approved Bond , in the amount of $166,200.00, with the New Amsterdam Casualty Company, as surety.

That said sale was called off after the last publication of the advertisement of sale, and prior to the date thereof, and your Petitioner therefore, at this time, does not desire to proceed with the sale and since no funds have come into his hands he prays that the aforementioned Bond be released and discharged by an Order of this Court, until that time when he is ready to proceed with the sale of said properties, and to relieve the surety of the responsibility for or on account of said Bond until such sale shall take place.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell,
Attorney Named in Mortgage

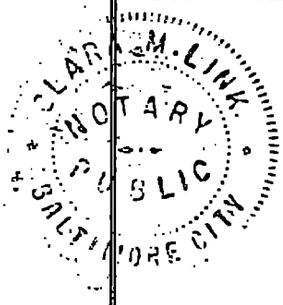
FILED
1960 JUL -6 AM 9:42

17

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of July, 1960, before me, the subscriber a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts above set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.



Clara M. Link

Clara M. Link, Notary Public

UPON the aforegoing Petition and Affidavit, it is this 6th day of July, 1960 by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in this cause by Walter S. Calwell, Attorney Named in the Mortgage be and it is hereby released and discharged until such time as he shall proceed with the sale of said premises, and further that the surety of said Bond, the New Amsterdam Casualty Company, be and it is hereby relieved from the responsibility for or on account of said Bond until such time as the sale shall have been made.

Matthew S. Evans

FILED

1960 JUL -6 PM 2:10

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

J. DONALDSON PARR AND

NANCY A. PARR, HIS WIFE

THE

CIRCUIT COURT FOR ANNE ARUNDEL

IN EQUITY

No. 13768

LIBER 136 PAGE 513

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from J. Donaldson Parr and Nancy A. Parr, his wife

to Baltimore Federal Savings and Loan Association

dated the 15th day of May 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 Folio 573 .

Amount of Mortgage	$162,500.00
Less - amount paid on principal	12,522.92
	149,977.08
Plus - interest to 9/20/61	4,166.06
	154,143.14
Less - balance in expense account	536.80
	153,606.34

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th 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, VicePresident 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 9:28

Clara M. Link

Clara M. Link Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Unimproved Fee Simple Property Zoned Heavy Commercial In Part

CONTAINING 17 ACRES X IMPROVED BY A HANDSOME BRICK COLONIAL TYPE MANSION SOUTH SIDE OF REVELL HIGHWAY, NEAR BAY BRIDGE OPPOSITE BAY HEAD ROAD

Under and by virtue of the power and authority contained in a Mortgage from J. Donaldson Parr and Nancy A. Parr, his wife to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 573 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Wed., Sept. 20, 1961 at 2 P.M. (E.D.T.)

all that fee simple property situate and lying on the south side of Revell Highway, near Bay Bridge, Opposite Bay Head Road, in the Third Election District of Anne Arundel County, and described as follows:

thence North 71 degrees 09 minutes 50 seconds West, 151.48 feet to the point of beginning. Containing 16.03 acres of land, more or less, within the bounds of this description.

Improved by a brick colonial type dwelling, with tin roof, 18 rooms, 8 baths, hardwood floors, modern kitchen, hot water oil fired heat, and 3 car garage, and outbuildings.

BEGINNING for the second at an iron pipe here found said pipe marks the end of the 3rd or South 10 degrees 55 minutes West 442.2 foot line of the first parcel described in that conveyance from Vincent H. Shea to The Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9. Thence from the point of beginning so fixed and binding on part of said third line, reversely, with meridian corrected, North 10 degrees 43 minutes 10 seconds East 329.65 feet said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way, all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base line along a regular curve to the right, having a radius of 14,213.95 feet, a distance of 180.00 feet to intersect the westernmost outline of the first parcel described in that conveyance from All States Corporation to The County Commissioners of Anne Arundel County by Deed dated January 23,1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996; folio 319; thence binding on part of said westernmost outline, reversely, South 19 degrees 47 minutes 34 seconds West 324.85 feet; said point is in the last or North 71 degrees 09 minutes 50 seconds West 319.55 foot line described in that Mortgage from All States Corporation to the First Federal Savings and Loan Association of Annapolis dated October 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 210; thence leaving said conveyance to the County Commissioners and binding on part of said last or 319.55 foot line, North 71 degrees 09 minutes 50 seconds West 128.07 feet to the point of beginning. Containing 1.15 acres of land, more or less, within the bounds of this description. Being a part of that conveyance from Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company, Inc.) to All States Corporation by Deed dated August 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 203.

Subject to the legal operation and effect of a right of way Agreement between George E. Barchet and wife and the Chesapeake and Potomac Telephone Company, dated September 6, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 140 folio 186; and also to the easements, covenants and conditions set forth in the following instruments from All States Corporation, et al (1) Deed to the County Commissioners of Anne Arundel County, dated January 23, 1956, and recorded as aforesaid in Liber G.T.C. No. 996 folio 319, relative to the strip or road 40 feet wide laid out extending from Revell Highway southward, be-

trict, if any to be adjusted to the day of sale.

AND IMMEDIATELY THEREAFTER at 3 P.M. (E.D.T.) on the premises VALUABLE FEE SIMPLE PROPERTY SITUATE AND LYING AT THE PINES ON THE SEVERN, AT ARNOLD, ANNE ARUNDEL COUNTY, IMPROVED BY 2 DESIRABLE FRAME DWELLINGS said property having a frontage on the northernmost side of Mainway of 200 feet with a depth binding along the westernmost side of Ridgeway of 100 feet X being described as follows:

BEGINNING for the same at a hub on the westerly side of Ridgeway Road, 30 feet wide; said point marks the northernmost corner of the parcel of land firstly described in that conveyance from J. Donaldson Parr and Nancy A. Parr, his wife, to All States Corporation by Deed dated March 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 445; said point being also in the northeast outline of Lot No. 702 as shown on a plat entitled "Amended Plat, The Pines on the Severn" dated December 1923 and recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, page 9 (see also plat of The Pines on the Severn, and recorded in Plat Book No. 1, page 14). Thence from the point of beginning so fixed binding on the last line of said First Parcel, with meridian corrected and binding on the westerly side of Ridgeway Road, South 22 degrees 18 minutes 30 seconds East 47.0 feet; thence leaving said First Parcel and binding on the second line of the Second Parcel described in the aforementioned conveyance to All States Corporation, and still binding on the westerly side of Ridgeway, South 14 degrees 18 minutes 30 seconds East 102.33 feet to intersect the northwest side of Mainway Road, 30 feet wide; thence leaving said Ridgeway and binding on the northwest side of Mainway, along the southeast outline of said Second Parcel and with the southeast boundary of Lots No. 700, 750 and 751 as shown on the abovementioned Plats South 61 degrees 20 minutes 00 seconds West 200.80 feet to an iron pipe; thence leaving said Mainway and binding on a line of fence, the southwest outline of said Second Parcel, North 21 degrees 01 minutes 50 seconds West 100.06 feet to intersect the southeast outline of said First Parcel; thence leaving said Second Parcel and binding on part of said southeast outline, with meridian corrected, South 61 degrees 09 minutes 30 seconds West 4.05 feet; thence binding on the fourth line of said First Parcel with meridian corrected, North 62 degrees 59 minutes 30 seconds West 53.17 feet; thence still binding on the outlines of said First Parcel, with meridian corrected, the following two courses and distances; North 64 degrees 57 minutes 52 seconds East 179.48 feet and thence North 50 degrees 38 minutes 51 seconds East 73.20 feet to the point of beginning. Containing 0.6756 of an acre of land, more or less, within the bounds of this description, according to a plat prepared by James D. Hicks, County Surveyor, combining two surveys, one by August H. Wagener, Surveyor, in July 1953 of a 0.196 Ac. Parcel, and the other by James D. Hicks, County Surveyor, in March 1956 of a 0.4796 Acre Parcel.

money to be paid upon the terms, conditions and as provided as above set forth in connection with the other sales.

Further terms of sala: The below named Attorney reserves the right and privilege in his discretion to hold in abeyance and reserve all bids both individual and entire received at end of all offerings and offer all of the above properties described and included in the aforesaid mortgage from J. Donaldson Parr and wife to Baltimore Federal Savings & Loan Assn. as an entirety if in so doing a greater amount is realized. If sold as an entirety a deposit of $12,500.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money to be paid in the manner and upon the terms, conditions and provisions as set forth above.

As to all of the properties included in this sale, taxes and all public charges, including Sanitary District charges, if any, to be adjusted to date of sale. All documentary stamps and transfer tax imposed by the County, if any, to be borne by the purchaser or purchasers.

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

S-1

BEGINNING for the first at a point which marks the eod of the 3rd or south 19 degrees 47 minutes 34 seconds West 384.17 foot line of the first parcel described io that conveyance from All States Corporatioo to the County Commissioners of Anne Arundel County by deed dated January 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319. Thence from the point of beginning so fixed, binding on part of said 3rd line, reversely, North 19 degrees 47 minutes 34 seconds East 324.19 feet; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base Line, along a regular curve to right, having a radius of 14,213.95 feet, a distance of 1193.41 feet to intersect the 7th or North 34 degrees 36 minutes East 864 foot line of the second parcel described in the cooveyance from Vincent H. Shea to the Shea Chemical Compaoy, Inc. (Formerly Hoosac Valley Lime Company, Inc.) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way as shown on the State Roads Commissioo Plat No. 5739; theoce binding on part of said 7th line, reversely, with meridian corrected, Sonth 34 degrees 24 minutes 10 seconds West 671.39 feet to the beginning thereof; thence still binding on the outlines of the whole tract, reversely and with meridian corrected, the following eleven (11) courses and distances; Soth 54 degrees 58 minutes 50 secoods East 112.50 feet; thence South 58 degrees 16 minutes 10 seconds West 96.40. feet; thence South 52 degrees 02 minutes 10 seconds West 76.95 feet; thence South 83 degrees 41 minutes 10 seconds West 55.45 feet; theoce North 70 degrees 27 minutes 50 seconds West 64.30 feet; thence North 64 degrees 58 minutes 50 seconds West 50.0 feet) thence North 42 degrees 09 minutes 50 seconds West 237.90 feet; thence North 53 degrees 22 minutes 50 secoods West 127.40 feet; thence North 7 degrees 50 minutes 50 seconds West 269.65 feet; thence North 33 degrees 01 minute 50 seconds West 319.95 feet to an Iroo pipe here found; tween parcels one and two above and small piece of land in the service area at the northeast corner of the first parcel above described and (2) Agreement with the County Commissiooers of Anne Arundel County, dated January 23, 1956 and recorded as aforesaid in Liber G.T.C. No. 996 folio 310 regarding similar covenants and conditions in the above Deed.

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

For the purpose of this sale the parcel firstly above described will be divided into and offered for sale as three separately described parcels as is disclosed, described and delineated upon Plat or Plats in the possession of the below named Attorney and Auctioneer and can be inspected prior to sale at the offices of said Attorney or the offices of said Auctioneer at 120-126 W. North Avenue.

The above described second parcel and those parcels into which the above mentioned first above parcel is or is to be divided, described and offered at this sale as aforesaid are zoned commercial (for but not limited to Motel, Restauraot and Filling Station sites) except that the parcel improved by the residence, which has a frootage on the Service Road adjoining Revell Highway of approximately 400 feet with a depth of some 750 feet to and to biod on the cove of Homewood Creek, is zoned commercial for approximately 300 feet in depth from the Service Road.

Terms of sale: The above properties and as the firstly above described parcel is divided and described in individual parcels as above mentioned will first be offered separately, the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount.

Cash deposit of $1,000.00 on each of the unimproved lots so offered and $7,500.00 oo the residence property will be required if sold separately and if sold as an entireity the cash deposit of $10,000.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including sanitary dis-

BEING also parts of Lots Nos. 755, 756 and 702 and all of Lots Nos. 700, 701, 750 and 751 as shown on a plat entitled "Amended Plat, Pines on the Severn" and recorded in Plat Book No 1, page 14.

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.

Subject to the covenants, condition, restriction etc., contained in the following Deeds from The Pines Company, Incorporated—

(1) to Carl D. Coltman and wife, dated May 4, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29 folio 214.

(2) to same, dated March 14, 1928 and recorded as aforesaid in Liber F.S.R. No. 25 folio 233.

(3) to John F. Denny and wife, dated June 25, 1924 and recorded as aforesaid in Liber W.N.W. No. 89 folio 33.

(4) to Henry Davis et al, dated July 6, 1926 and recorded as aforesaid in Liber W.N.W. No. 32 folio 465.

(5) to Albert M. Crigler, dated January 5, 1927 and recorded as aforesaid in Liber F.S.R. No. 17 folio 500.

(6) Beverly S. Whitgreave and wife, dated January 14, 1930 and recorded as aforesaid in Liber F.S.R. No. 71 folio 86.

Improved by 2 frame dwellings one containing 7 rooms 2½ baths, hot air oil fired heat and the other containing 6 rooms, 1 bath.

For the purpose of this sale the parcel above described will be divided and described and offered for sale as two separate parcels, each containing its particular improvement. Plat or Plats showing such division and description of each property is or will be in the possession of the below named Attorney or Auctiooeer and may be inspected at either of their offices.

TERMS OF SALE: The above property as divided into and described as two separate parcels with respective improvements will first be offered separately, the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of $1,500.00 on each of said properties so offered will be required if sold separately and if sold as an entirety a cash deposit of $2,500.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase

13,762

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 516

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1961

We hereby certify, that the annexed

Attorney's Sale

J. Donaldson Parr

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP 18 PM 1:26 By N. Silgalmano

LIBER 136 PAGE 517

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
J. DONALDSON PARR AND NANCY A. PARR, HIS WIFE	:	(In Equity)

No. 13,768 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 573** from said **J. Donaldson Parr and Nancy A. Parr, 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 **20th** day of **September,** 1961 **at two P.M. (E.D.T.)** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **the Third Election District of Anne Arundel** County

on the southerly side of Revell Highway, opposite Bay Head Road, containing in the aggregate 17.18 acres more or less, more particularly and at length described in the aforementioned Mortgage and firstly and secondly described in the attached advertisement of sale.

BY THE TERMS OF SALE, a cash deposit of Ten Thousand ($10,000.00) 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, to be adjusted to day of sale. Costs of all documentary stamps shall be borne by Purchaser.

The property was sold as an entirety to The Grey Dawn Development Company, Inc., in fee simple, at and for the sum of One Hundred forty Thousand ($140,000.00) Dollars, said purchaser being then and there the highest bidder.

Secondly, thereafter he did sell on the premises after giving similar

FILED 1961 SEP 26 AM 9:28

17

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Unimproved Fee Simple Property Zoned Heavy Commercial In Part

CONTAINING 17 ACRES X IMPROVED BY A HANDSOME BRICK COLONIAL TYPE MANSION SOUTH SIDE OF REVELL HIGHWAY, NEAR BAY BRIDGE OPPOSITE BAY HEAD ROAD

Under and by virtue of the power and authority contained in a Mortgage from J. Donaldson Parr and Nancy A. Parr, his wife to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 573 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Wed., Sept. 20, 1961 at 2 P.M. (E.D.T.)

all that fee simple property situate and lying on the south side of Revell Highway, near Bay Bridge, Opposite Bay Head Road, in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the first at a point which marks the end of the 3rd or south 19 degrees 47 minutes 34 seconds West 384.17 foot line of the first parcel described in that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated January 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319. Thence from the point of beginning so fixed, binding on part of said 3rd line, reversely, North 19 degrees 47 minutes 34 seconds East 324.19 feet; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base Line, along a regular curve to right, having a radius of 14,213.95 feet, a distance of 1193.41 feet to intersect the 7th or North 34 degrees 36 minutes East 864 foot line of the second parcel described in the conveyance from Vincent H. Shea to the Shea Chemical Company, Inc. (Formerly Hoosac Valley Lime Company, Inc.) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9; said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way as shown on the State Roads Commission Plat No. 5739; thence binding on part of said 7th line, reversely, with meridian corrected, South 34 degrees 24 minutes 10 seconds West 671.39 feet to the beginning thereof; thence still binding on the outlines of the whole tract, reversely and with meridian corrected, the following eleven (11) courses and distances; Soth 54 degrees 58 minutes 50 seconds East 112.50 feet; thence South 58 degrees 16 minutes 10 seconds West 96.40.

feet; thence South 36 degrees 02 minutes 10 seconds West, 78.95 feet; thence South 83 degrees 41 minutes 10 seconds West 55.45 feet; thence North 70 degrees 27 minutes 50 seconds West 64.30 feet; thence North 64 degrees 58 minutes 50 seconds West 50.0 feet) thence North 42 degrees 09 minutes 50 seconds West 237.90 feet; thence North 53 degrees 22 minutes 50 seconds West 127.40 feet; thence North 7 degrees 50 minutes 50 seconds West 269.65 feet; thence North 33 degrees 01 minute 50 seconds West 319.95 feet to an iron pipe here found; thence North 71 degrees 09 minutes 50 seconds West, 151.48 feet, to the point of beginning. Containing 16.03 acres of land, more or less, within the bounds of this description.

Improved by a brick colonial type dwelling, with tin roof. 18 rooms, 8 baths, hardwood floors, modern kitchen, hot water oil fired heat, and 3 car garage, and outbuildings.

BEGINNING for the second at an iron pipe here found said pipe marks the end of the 3rd or South 10 degrees 55 minutes West 442.2 foot line of the first parcel described in that conveyance from Vincent H. Shea to The Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company) by Deed dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 907 folio 9. Thence from the point of beginning so fixed and binding on part of said third line, reversely, with meridian corrected, North 10 degrees 43 minutes 10 seconds East 329.65 feet said point is located 110 feet southwesterly at right angles from the Base Line of the Right-of-Way, all as shown on the State Roads Commission Plat No. 5740; thence leaving said third line and with a line parallel to and 110 feet southwesterly from said Base line along a regular curve to the right, having a radius of 14,213.95 feet, a distance of 180.00 feet to intersect the westernmost outline of the first parcel described in that conveyance from All States Corporation to The County Commissioners of Anne Arundel County by Deed dated January 23,1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, folio 319; thence binding on part of said westernmost outline, reversely, South 19 degrees 47 minutes 34 seconds West 324.85 feet;said point is in the last or North 71 degrees 09 minutes 50 seconds West 319.55 foot line described in that Mortgage from All States Corporation to the First Federal Savings and Loan Association of Annapolis dated October 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 210; thence leaving said conveyance to the County Commissioners and binding on part of said last or 319.55 foot line, North 71 degrees 09 minutes 50 seconds West 128.07 feet to the point of beginning. Containing 1.15 acres of land, more or less, within the bounds of this description. Being a part of that conveyance from Shea Chemical Company, Inc. (formerly Hoosac Valley Lime Company, Inc.) to All States Corporation by Deed dated August 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 972, folio 203.

Subject to the legal operation and effect of a right of way Agreement between George E. Barchet and wife and the Chesapeake and Potomac Telephone Company, dated September 6, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 140 folio 186; and also to the easements, covenants and conditions set forth in the following instru-

ments from All States Corporation, et al (1) Deed to the County Commissioners of Anne Arundel County, dated January 23, 1956, and recorded as aforesaid in Liber G.T.C. No. 996 folio 319, relative to the strip or road 40 feet wide laid out extending from Revell Highway southward between parcels one and two above and small piece of land in the service area at the northeast corner of the first parcel above described and (2) Agreement with the County Commissioners of Anne Arundel County, dated January 23, 1956 and recorded as aforesaid in Liber G.T.C. No. 996 folio 310 regarding similar covenants and conditions in the above Deed.

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.

For the purpose of this sale the parcel firstly above described will be divided into and offered for sale as three separately described parcels as is disclosed, described and delineated upon Plat or Plats in the possession of the below named Attorney and Auctioneer and can be inspected prior to sale at the offices of said Attorney or the offices of said Auctioneer at 120-126 W. North Avenue.

The above described second parcel and those parcels into which the above mentioned first above parcel is or is to be divided, described and offered at this sale as aforesaid are zoned commercial (for but not limited to [redacted] Restaurant and Filling Station sites) except that the parcel improved by the residence, which has a frontage on the Service Road adjoining Revell Highway of approximately 400 feet with a depth of some 750 feet to and to bind on the cove of Homewood Creek, is zoned commercial for approximately 300 feet in depth from the Service Road.

Terms of sale: The above properties and as the firstly above described parcel is divided and described in individual parcels as above mentioned will first be offered separately, the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount.

Cash deposit of $1,000.00 on each of the unimproved lots so offered and $7,500.00 on the residence property will be required if sold separately and if sold as an entirety the cash deposit of $10,000.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including sanitary district, if any to be adjusted to the day of sale.

AND IMMEDIATELY THEREAFTER at 3 P.M. (E.D.T.) on the premises VALUABLE FEE SIMPLE PROPERTY SITUATE AND LYING AT THE PINES ON THE SEVERN, AT ARNOLD, ANNE ARUNDEL COUNTY, IMPROVED BY 2 DESIRABLE FRAME DWELLINGS said property having a frontage on the northernmost side of Mainway of 200 feet with a depth binding along the westernmost side of Ridgeway of 100 feet X being described as follows:

BEGINNING for the same at a hub on the westerly side of Ridgeway Road, 30 feet wide; said point marks the northernmost corner of the parcel of land firstly described in that conveyance from J. Donaldson Parr and Nancy A. Parr, his wife, to All States Corporation by Deed dated March 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 445; said point being also in the northeast outline of Lot No. 702 as shown on a plat entitled "Amended Plat, The Pines on the Severn" dated December 1923 and recorded among the Plat

Records of Anne Arundel County in Plat Book No. 2, page 9 (see also plat of The Pines on the Severn, and recorded in Plat Book No. 1, page 14). Thence from the point of beginning so fixed binding on the last line of said First Parcel, with meridian corrected and binding on the westerly side of Ridgeway Road, South 22 degrees 18 minutes 30 seconds East 47.0 feet; thence leaving said First Parcel and binding on the second line of the Second Parcel described in the aforementioned conveyance to All States Corporation, and still binding on the westerly side of Ridgeway, South 14 degrees 18 minutes 30 seconds East 102.33 feet to intersect the northwest side of Mainway Road, 30 feet wide; thence leaving said Ridgeway and binding on the northwest side of Mainway, along the southeast outline of said Second Parcel and with the southeast boundary of Lots No. 700, 750 and 751 as shown on the abovementioned Plats South 61 degrees 20 minutes 00 seconds West 200.80 feet to an iron pipe; thence leaving said Mainway and binding on a line of fence, the southwest outline of said Second Parcel, North 21 degrees 01 minutes 50 seconds West 100.06 feet to intersect the southeast outline of said First Parcel; thence leaving said Second Parcel and binding on part of said southeast outline, with meridian corrected, South 61 degrees 09 minutes 30 seconds West 4.05 feet; thence binding on the fourth line of said First Parcel, with meridian corrected, North 62 degrees 59 minutes 30 seconds West 53.17 feet; thence still binding on the outlines of said First Parcel, with meridian corrected, the following two courses and distances; North 64 degrees 57 minutes 52 seconds East 179.48 feet and thence North 50 degrees 38 minutes 51 seconds East 73.20 feet to the point of beginning. Containing 0.6756 of an acre of land, more or less, within the bounds of this description, according to a plat prepared by James D. Hicks, County Surveyor, combining two surveys, one by August H. Wagener, Surveyor, in July 1953 of a 0.196 Ac. Parcel, and the other by James D. Hicks, County Surveyor, in March 1956 of a 0.4796 Acre Parcel.

BEING also parts of Lots Nos. 755, 756 and 702 and all of Lots Nos. 700, 701, 750 and 751 as shown on a plat entitled "Amended Plat, Pines on the Severn" and recorded in Plat Book No 1, page 14.

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.

Subject to the covenants, condition, restriction etc., contained in the following Deeds from The Pines Company, Incorporated—

(1) to Carl D. Coltman and wife, dated May 4, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29 folio 214.

(2) to same, dated March 14, 1928 and recorded as aforesaid in Liber F.S.R. No. 25 folio 233.

(3) to John F. Denny and wife, dated June 25, 1924 and recorded as aforesaid in Liber W N.W. No. 89 folio 33.

(4) to Henry Davis et al, dated July 6, 1926 and recorded as aforesaid in Liber W.N.W. No. 32 folio 465.

(5) to Albert M. Crigler, dated January 5, 1927 and recorded as aforesaid in Liber F.S.R. No. 17 folio 500.

(6) Beverly S. Whitgreave and wife, dated January 14, 1930 and recorded as aforesaid in Liber F.S.R. No. 71 folio 86.

Improved by 2 frame dwellings one containing 7 rooms 2½ baths, hot air oil fired heat and the other containing 6 rooms, 1 bath.

For the purpose of this sale the parcel above described will be divided and described and offered for sale as two separate parcels, each containing its particular improvement. Plat or Plats showing such division and description of each property is or will be in the possession of the below named Attorney or Auctioneer and may be inspected at either of their offices.

TERMS OF SALE: The above property as divided into and described as two separate parcels with respective improvements will first be offered separately, the bid reserved, then offered as an entirety and sold in the manner producing the g r e a t e s t amount. A cash deposit of $1,500.-00 on each of said properties so offered will be required if sold separately and if sold as an entirety a cash deposit of $2,500.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money to be paid upon the terms, conditions and as provided as above set forth in connection with the other sales.

Further terms of sale: The below named Attorney reserves the right and privilege in his discretion to hold in abeyance and reserve all bids both individual and entire received at end of all offerings and offer all of the above properties described and included in the aforesaid mortgage from J. Donaldson Parr and wife to Baltimore Federal Savings & Loan Assn. as an entirety if in so doing a greater amount is realized. If sold as an entirety a deposit of $12,500.00 will be required of the Purchaser or Purchasers at the time and place of sale, balance of purchase money to be paid in the manner and upon the terms, conditions and provisions as set forth above.

As to all of the properties included in this sale, taxes and all public charges, including Sanitary District charges, if any, to be adjusted to date of sale. All documentary stamps and transfer tax imposed by the County, if any, to be borne by the purchaser or purchasers.

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

S-14

notice of the time, place, manner and terms of said sale by advertisement inserted in "The Maryland-Gazette", a newspaper published in said County for more than three successive weeks preceding the day of sale on the 20th day of September, 1961 at three P.M. (E.D.T.), in fee simple, all that property, situate, lying and being in said County

known as "Pines on the Severn", at Arnold, at the intersection of Mainway and Ridgeway Roads, more particularly and at length described in the aforementioned Mortgage, and lastly described in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of Twenty-Five Hundred ($2500.00) ~~($2500.00)~~ 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; cost of all documentary stamps to be borne by Purchaser.

The property was sold to Elmer T. Bach, in fee simple, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said purchaser being then and there the highest bidder.

Total amount of sales ($160,000.00) Dollars

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of September, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for 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 136 PAGE 525

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

J. DONALDSON PARR AND
NANCY A. PARR, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,768 Equity

Ordered, this 26th day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 sales was $ 160,000.00.

Filed Sept.26,1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

J. DONALDSON PARR AND
NANCY A. PARR, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O. Bruce Dunbell
JUDGE.

FILED
1961 NOV -1 PM 12:07

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
J. DONALDSON PARR AND NANCY A. PARR, HIS WIFE	:	No. 13768 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Baltimore Federal Savings and Loan Association, by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of One Hundred sixty Thousand two Hundred ($166,200.00) Dollars, with the New Amsterdam Casualty Company, as surety, to make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the properties were sold at public acution on September 20th, 1961 in the aggregate amount of One Hundred sixty Thousand ($160,000.00) Dollars as was reported to this Honorable Court on September 26th, 1961.

3rd. That your Petitioner feels, in view of the sales price obtained for the mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original amount of $166,200.00 to that of $160,000.00.

AND AS IN DUTY BOUND ETC.

FILED

1961 OCT 10 AM 9:14

LIBER 136 PAGE 527

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Walter S. Calwell

BY Eugene K. Reilly

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of October, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, Petitioner, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link, Notary Public

UPON the aforegoing Petition and Affidavit, it is this 11 cc day of October, 1961, by the Circuit Court for Anne Arundel County (In Equity)

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $166,200.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $160,000.00.

Matthew S. Evans

FILED

1961 OCT 11 AM 11:50

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 529

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed Order Nisi - Sale - Eq 13,768

J. Donaldson Parr

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.

FILED

By [illegible]

No. M. G. 23452 1961 OCT 24 PM 2:46

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,768 EQUITY

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
J. DONALDSON PARR and
NANCY A. PARR, his wife

Ordered, this 26th day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $160,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-19

In the Case of

LIBER 136 PAGE 530

Walter S. Calwell,
Attorney named in Mortgage
vs.
J. Donaldson Parr
and
Nancy A. Parr, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,768 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.

FILED
1962 JAN 31 AM 10:29

All of which is respectfully submitted.

Laura K. Jakeling
Auditor.

January 26, 1962.

Dr. Walter S. Calwell, Attorney named in Mortgage vs. J. Donaldson Parr and Nancy A. Parr, his wife in ac.

To Attorney for Fee, viz:	1,000	00		
To Attorney for Commissions on Sale of 17.18 acre tract ($142,391.66), viz:	2,203	92		
To Attorney for Commissions on Sale of 0.6756 acre tract ($20,157.50), viz:	634	73	3,838	65
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	00		
Auditor - stating this account and two copies	36	00	83	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale in Maryland Gazette	392	00		
Capital-Gazette Press - advertising sale in Evening Capital	29	75		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Baltimore Sun - advertising sale	121	20		
The Daily Record Co. - advertising sale	68	64		
The Daily Record Co. - 50 circulars	26	01		
Special Sign - advertising sale	45	75		
New Amsterdam Casualty Co. - bond premium	640	00		
E.T. Newell & Co.,Inc. - auctioneer's commissions on total sales	3,385	00		
Clara M. Link - notary fees	2	00	4,737	35
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	154,228	27	154,228	27
			162,887	27
Amount of mortgage claim filed	153,606	34		
Interest @ 5% on principal balance of $149,977.08 from 9/20/61 to 3/2/62 - 5 months 10 days	3,332	82		
	156,939	16		
Cr. Amount allowed above	154,228	27		
Balance subject to decree in personam	2,710	89		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Sept.	20	Proceeds of Sale of 17.18 acre tract firstly and secondly described in advertisement of sale	140,000	00		
		Interest on deferred payment - 3 months 19 days	2,391	66	142,391	66
		Proceeds of Sale of 0.6756 acre tract lastly described in advertisement of sale	20,000	00		
		Interest on deferred payment - 1 month 10 days	157	50	20,157	50
		Refund 1961 State and County taxes on 17.18 acre tract - 3 months 10 days	231	85		
		Refund 1961 water and sewer benefit charges and 1961 State and County taxes on 0.6756 acre tract - 3 months 10 days	106	26	338	11
					162,887	27

LIBER 136 PAGE 533

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
J. Donaldson Parr
and
Nancy A. Parr, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,768 Equity.

ORDERED, This 31st 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 12 th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

George T. Cromwell

1962 JAN 31 AM 10:29

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of March, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

1962 MAR 14 AM 9:54

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 534

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Order Nisi Eq. 13,768

Auditor Account

J. Donaldson Parr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of March, 1962. The first insertion being made the 8th day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel V. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,768 Equity
Walter S. Calwell,
Attorney named in Mortgage
versus
J. DONALDSON PARR
and
NANCY A. PARR, his wife

Ordered, this 31st 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 12th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-22

FILED

No. M. G. 2-85-1644 1962 FEB 23 PM 1:51

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., (Formerly The Capital Building and Loan Association of Baltimore City)

vs.

WILLIAM R. STERLING and ELEANOR R. STERLING, his wife

LIBER 136 PAGE 535

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)

No. 14,611

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents.

That on the 3rd day of June, 1952, A.D., the defendants executed and delivered to Capital S-vings and Loan Association, Inc., (Formerly The Capital Building and Loan Association of Baltimore City) a mortgage upon certain fee simple property in the County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $2,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1, " and filed herewith as part of this petition.

That said 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 SEP 22 AM 9:20

2nd mtg 30202

Form 814

LIBER 136 PAGE 536
LIBER 687 PAGE 448

[DR.—CITY OR COUNTY]

CAPITAL SAVINGS AND LOAN ASSOCIATION INC, (Formerly The Capital Building and Loan Association of Baltimore City) vs. William R. Sterling and Eleanor R. Sterling, his wife.
"Petitioner's Exhibit NO. 1"
No. 14,611 Equity

Mortgage

THIS MORTGAGE, Made this 3rd day of June, in the year Nineteen Hundred and Fifty-two, by and between William R. Sterling and Eleanor R. Sterling, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Twenty-five Hundred Dollars ($ 2500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty-five Hundred Dollars ($ 2500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty-five Dollars ($ 25.00), 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 July, 19 52, and continuing on the first day of each month thereafter until the principal, interest and such ~~fines and~~ 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.

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

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

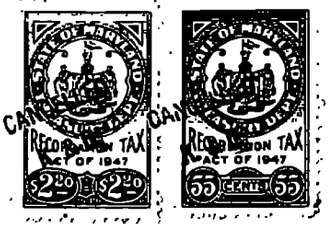
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot Numbered One Hundred Seventy (170) on a Plat of Greenland Beach, which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 1 (Cabinet 1, Rod E, Plat 1).

BEING the same lot of ground which, by deed dated November 21, 1951, and recorded among the Land Records aforesaid in Liber J.H.H. No. 657, folio 39, was granted and conveyed by George L. Moore and wife to the herein named Mortgagors.

BEING also the same lot of ground described in a first mortgage from the said Mortgagors to the said Mortgagee, dated November 21, 1951, and recorded among the Land Records aforesaid in Liber J.H.H. No. 657, folio 42, made to secure the repayment of the sum of Twenty-five Hundred Fifty Dollars and interest.



FILED
1961 SEP 22 AM 9:20

3

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.

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~~ and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That 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~~ and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the 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 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, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, ~~Sections 6 to 10, inclusive,~~ of the Maryland Code ~~(1924)~~ Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and 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 it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, fee, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, fee, expenses, and commission; and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; Second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

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:

William R. Sterling (SEAL)
William R. Sterling

Dorothy Basel
Dorothy Basel

_____ (SEAL)

Eleanor R. Sterling (SEAL)
Eleanor R. Sterling

_____ (SEAL)

_____ (SEAL)

LIBER 136 PAGE 539 LIBER 687 PAGE 451

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 3rd day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William R. Sterling and Eleanor R. Sterling, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared 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.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953

Recorded-9th-June-1952-at-9:00-A.M.

ANNE ARUNDEL COUNTY

Mortgage

FROM

WILLIAM R. STERLING

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 7 Day of June 1952 at 9 A.M. and the same day recorded in Liber J.H.H. No. 687 Vol. 448, Land Records of Anne Arundel County.
John H. Hopkins 3d Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 7781-T

Property:

Lot 170
Greenland Beach

Description approved

Execution approved

LIBER 136 PAGE 540

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (Formerly The Capital Building and Loan Association of Baltimore City)	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY) No. 14,611
vs.	:	
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife	:	

: : : : : :

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said state, in 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 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF SEPTEMBER, 1961

Antoinette M. Granese

Notary Public

Antoinette M. Granese

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 SEP 22 AM 9:20

6

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (Formerly The Capital Building and Loan Association of Baltimore City)	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)
vs.	:	
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife	:	No 14,611

LIBER 136 PAGE 541

: : : : :

STATEMENT OF MORTGAGE DEBT

Amount of mortgage dated June 3rd, 1952	$2,500.00
Less payments thereon	772.01
Balance as of September 30, 1961	$1,727.99

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this 21st 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 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 SEP 22 AM 9:20

LIBER 136 PAGE 542

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., (Formerly The Capital Building and Loan Association of Baltimore City)	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)
vs.	:	
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife	:	No. 14,011

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 21st 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 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 Eight Thousand Three Hundred Dollars ($8300.00), 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 week's 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 notes or note of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient anfter any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

APPROXIMATE VALUE OF PROPERTY:

$8,300.00

Matthew S. Evans

FILED

1961 SEP 22 PM 3:22

8

Bond no. 75 39 530

LIBER 11 PAGE 180

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 136 PAGE 543

No. 14,611 Equity

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 Eight Thousand Three Hundred and 00/100 ($8,300.00) 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 30th day of November 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.

vs:

William R. Sterling and Eleanor R. Sterling, 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
Romana E. Byrnes

Paul Beall (SEAL)
Paul Beall

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By Clinton A. Killam, Jr. *Attorney-in-Fact*
Clinton A. Killam, Jr.

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

FILED

1961 DEC -1 AM 9:46

Bond approved this 1 day of December, 1961

George T. Cromwell, Clerk

9

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOT 170 GREENLAND BEACH
THIRD DISTRICT OF
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County (In Equity) (No. 14,611), the undersigned, Trustee, will sell at public auction, on the premises, on the

5th Day of December, 1961

at 2:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, and described as follows:

BEING known and designated as Lot No. 170 on a Plat of Greenland Beach which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, Folio 1 (Cabinet 1, Rod E, Plat 1). Said lot fronting fifty feet (50') on Greenland Road and having a depth of two hundred ten feet (210') more or less as shown on said plat.

The above property is in fee simple and improved by two frame dwellings.

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 $500.00 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

N-30

No.

10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 544

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Trustee's Sale
Eq. 14,611
Lot 170 Greenland Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of December, 1961. The first insertion being made the 9th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC -5 PM 12:16

By Hazel Tilghman

LIBER 136 FOLIO 545

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
(Formerly The Capital Building and Loan Association of Baltimore City)

VS.

WILLIAM R. STERLING and

ELEANOR R. STERLING, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

Case No. 14,611

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOT 170 GREENLAND BEACH
THIRD DISTRICT OF
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County (In Equity) (No. 14,611), the undersigned, Trustee, will sell at public auction, on the premises, on the

5th Day of December, 1961
at 2:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, and described as follows:

BEING known and designated as Lot No. 170 on a Plat of Greenland Beach which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, Folio 1 (Cabinet 1, Rod E, Plat 1). Said lot fronting fifty feet (50') on Greenland Road and having a depth of two hundred ten feet (210') more or less as shown on said plat.

The above property is in fee simple and improved by two frame dwellings.

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 $500.00 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

N-30

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 5th Day of December 1961, sold the property described in the attached advertisement of sale at and for the sum of $3400.00 to Capital Savings and Loan Association, Inc. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 5th Day of December 1961, purchased the property described in the attached advertisement of sale from Paul Beall, Trustee at and for the sum of $3400.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Capital Savings & Loan Assn., Inc.
By: Charles F. Loos, Pres.
Charles F. Loos, Purchaser

FILED

1961 DEC -8 AM 9:37

11

LIBER 136 PAGE 546

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (Formerly The Capital Building and Loan Association of Baltimore City)	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	(IN EQUITY)
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife	:	Docket 20, Folio 8 Case No. 14611

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 Lot 170 Greenland Beach, Third District of Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 5th day of December, 1961, at 2:00 O'clock P.M. attend on the premises and then and there sold the said fee simple property Lot 170 Greenland Beach, Third District of Anne Arundel County, to Capital Savings and Loan Association, Inc. at and for the sum of Three Thousand Four Hundred Dollars ($3400.00), they having offered the highest price therefor.

Paul Beall

Paul Beall, Trustee

FILED
DEC -8 1961 AM 9:37

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 7th day of December, 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.

As witness my hand and Notarial Seal,

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE

Antoinette M. Granese

Antoinette M. Granese, Notary Public

My commission expires May 6, 1963

12

ORDER NISI

LIBER 136 PAGE 547

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (Formerly The Capital Building and Loan Association of Baltimore City
versus
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,611 Equity

Ordered, this 8th day of December, 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 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.

The report states that the amount of sale was $ 3,400.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

PAUL BEALL, Trustee (Final Order) MD. GAZETTE (For December 14, Edition)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (Formerly The Capital Building and Loan Association of Baltimore City
versus
vs.
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of January, 1962 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. Bowen Duckett
JUDGE.

FILED

1962 JAN 16 PM 12:06

13

LIBER 136 PAGE 548

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 5, 1962

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,611

William R. Sterling

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,611 Equity
CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (Formerly The Capital Building and Loan Association of Baltimore City)
VERSUS
WILLIAM R. STERLING and ELEANOR R. STERLING, his wife

Ordered, this 8th day of December, 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 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.

The report states that the amount of sale was $3,400.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
J-4

FILED
1962 JAN -8 PM 3:47

No. M. G. 24647

14

LIBER 136 PAGE 549

CAPITAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION, INC.(Formerly	:	CIRCUIT COURT
The Capital Building and Loan	:	FOR
Association of Baltimore City)	:	ANNE ARUNDEL COUNTY
vs.	:	(IN EQUITY)
WILLIAM R. STERLING and	:	Docket 20-folio 8
ELEANOR R. STERLING, his wife	:	Case No. 14611

:::::::;:

STATEMENT OF BALANCE DUE ON FIRST MORTGAGE
HELD BY CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

Amount of mortgage dated November 21, 1951	$2,550.00
Less payments thereon	177.88
Balance as of January 31, 1961	$2,372.12

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 16th day of February, in the year nineteen hundred and sixty-two, 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 a mortgage prior to 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, Notary Public
My commission expires May 6, 1963.

FILED

1962 FEB 21 AM 10:50

15

LIBER 136 PAGE 550

In the Case of

Capital Savings & Loan Ass'n, Inc.
(formerly The Capital Building & Loan
Association of Baltimore City)
vs.
William R. Sterling
and
Eleanor R. Sterling, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,611 Equity

To the Honorable, the Judges of said Court:

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

The Auditor hereby certifies that she has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule No. 595.

All of which is respectfully submitted.

Auditor.

February 20, 1962

FILED

1962 FEB 21 AM 10:51

Dr. in ac.

Capital Savings & Loan Association, Inc. (formerly The Capital Building & Loan Ass'n of Baltimore City) vs. William R. Sterling and Eleanor R. Sterling his wife

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	133	04	208	04
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	52	52		
Capital-Gazette Press - order nisi (sale)	15	00		
The Sun - advertising sale	22	90		
Fidelity & Deposit Co. of Md. -bond premium	33	20		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	92		
One-half State documentary stamps	3	85		
Antoinette M. Granese - notary fees	1	50	155	89
To The Capital Savings & Loan Association, Inc., mortgagee - in full for first mortgage claim, viz:				
Amount of first mortgage claim filed	2,372	12		
Interest thereon from 1/31/61 to 3/8/62 - 13 months 8 days	157	35	2,529	47
To Capital Savings & Loan Association, Inc., second mortgagee - this balance on account second mortgage claim	494	79	494	79
			3,444	19
Amount of second mortgage claim filed	1,727	99		
Interest thereon @ 6% from 9/30/61 to 3/8/62 - 5 months 8 days	45	50		
	1,773	49		
Cr. Amount allowed above	494	79		
Balance subject to decree in personam	1,278	70		

17

with

Paul Beall, Trustee

Cr.

1961					
Dec.	5	Proceeds of Sale	3,400 00		
		Interest on deferred payment - 2 months 1 day	34 57	3,434	57
		Refund 1961 State and County taxes	9 62	9	62
				3,444	19

ORDER NISI

LIBER 136 PAGE 553

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

.....

.....

VERSUS

.....

.....

.....

No..... Equity.

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

.....

.....

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of March, 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 MAR 16 AM 9:45

George E. Cromwell, Clerk

Edward J. Brannan,	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	
Manuel J. Brocato and	*	(In Equity)
Alverta V. Brocato, his wife	*	No. 14,675 Equity
	*	

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1. Original Mortgage from Manuel J. Brocato and Alverta V. Brocato, his wife to the Leeds Federal Savings and Loan Association, dated February 16, 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1370, folio 594 etc..

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

FILED

1961 NOV -1 AM 11:15

City-County Form.

BOOK 1370 PAGE 591

14,675 Equity

LIBER 136 PAGE 555

This Mortgage, Made this 16th day of February, in the year one thousand, nine hundred and sixty, between Manuel J. Brocato and Alverta V. Brocato, 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 - - - - - - - - - - - - - - - - - THIRTEEN THOUSAND ($13,000.00) - - - - - - - - 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 NINETY-EIGHT and 57/100 ($98.57) - - - - - - - - - - - - - - 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 those lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

Lots numbered eight (8) and nine (9), as shown on the Plat of the Re-Subdivision of Lots 1 to 39, Section 12, Locust Grove, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-3, Plat No. 10, and now recorded in Plat Book No. 20, folio 44.

For title of the Mortgagors herein, see the two following deeds:

(1) Deed dated November 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 503, folio 419 etc., from Andrew Katoski and wife, and

(2) Deed dated September 15, 1953 and recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. No. 709, folio 248 etc., from Andrew Katoski and wife.

FEB 1960

FILED

1961 NOV -1 AM 11:14

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] days of [illegible] and [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 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

Manuel J. Brocato (SEAL)
Manuel J. Brocato

Alverta V. Brocato (SEAL)
Alverta V. Brocato

(SEAL)

(SEAL)

BOOK 1370 PAGE 594

LIBER 136 PAGE 558

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of February, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Manuel J. Brocato and Alverta V. Brocato, 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.

EDWARD J. BRANNAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record Feb 17, 1960 at 10:11 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney Named in Mortgage

vs.

Manuel J. Brocato and Alverta V. Brocato, his wife

"Plaintiffs' Exhibit No. 1".

LIBER 136 PAGE 559

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
	*	
vs.		Docket No._____, Folio_____
	*	
Manuel J. Brocato and	*	
Alverta V. Brocato, his wife		Case No. 14675 Equity
	*	

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

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 31st day of October, 1961.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1961 NOV -1 AM 11:15

LIBER 136 PAGE 560

Edward J. Brannan	*	In The Circuit Court For
Attorney Named in Mortgage	*	Anne Arundel County
	*	
vs.	*	(In Equity)
Manuel J. Brocato and	*	14,675 Equity
Alverta V. Brocato, his wife	*	
	*	

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

STATEMENT OF MORTGAGE DEBT

Sratement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Manuel J. Brocato and Alverta V. Brocato, his wife, dated February 16, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1370, folio 591 etc..

Amount of Mortgage Loan -	$ 13,000.00
Amount Paid on Account	366.14
	$ 12,633.86
Interest to 12/4/61 -	71.61
	$ 12,705.47
Expense Account Refund -	89.70
Amount due	$ 12,615.77

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 31st day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED
1961 NOV -1 AM 11:15

7

Judicial 13—Maryland—Mortgagee's or A[illegible]y's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 136 PAGE 561

LIBER 11 PAGE 159

Edward J. Brannan, Attorney named in the Mortgage

vs.

Manuel J. Brocato and Alverta V. Brocato, his wife

Wkt-20-Folio 46
Equity-14-675

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of 541 Equitable Building, Baltimore, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand and 00/100 ---------- Dollars ($ 15,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of November, 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 Manuel J. Brocato and Alverta V. Brocato, his wife to Leeds Federal Savings and Loan Association bearing date the 16th day of February, 1960 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1370 Folio 591 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. Holy

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Frank C. Horigan

Frank C. Horigan, Attorney in fact

FILED

1961 NOV -3 AM 11:18

Bond approved this 3 day of November, 1961

George T. Cromwell, Clerk

B. L. Bolling

Witness to Surety

EDWARD J. BRANNAN,
Solicitor
541 Equitable Building,
Baltimore 2, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
Box 159 — northeast side Nabbs Creek Road, Locust Grove, Third Election District Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from Manuel J. Brocato and Alverta V. Brocato, his wife, to the Leeds Federal Savings and loan Association, dated February 16, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1370, folio 591 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, Dec. 4, 1961 at 1:00 O'Clock P. M.

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

Lots numbered eight (8) and nine (9), as shown on the Plat of the Re-Subdivision of Lots 1 to 39, Section 12, Locust Grove, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-3, Plat No. 10, and now recorded in Plat Book No. 20, folio 44.

The aforesaid lot of ground is improved with a One and One-half (1½) Story Frame Dwelling, containing eight (8) rooms, one and one-half (1½) baths, hot air oil heat, and car-port.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the 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-30

No. 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 136 PAGE 562

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Mortgage Sale 14,675

Manuel J. Brocato

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 9th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
Manuel J. Brocato and Alverta V. Brocato, his wife	*	(In Equity) Dkt. 20-Folio -46 -Case No. 14,675

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 4th day of December, 1961, he sold at public auction, for the highest price obtainable, to Arundel Home Finance Corp.

the following described property:

Lot numbered eight (8) and nine (9), as shown on the Plat of the Re-Subdivision of Lots 1 to 39, Section 12, Locust Grove, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-3, Plat No. 10, and now recorded in Plat Book No. 20, folio 44, at and for the price of Fourteen Thousand Five Hundred Fifty ($14550.00) Dollars.

As Witness the corporate seal of the said Auctioneer and the signature of its President.

Witness: E.T. NEWELL & CO., INC.

Betty G. Trueschler BY: John M. Miller Jr. President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of Fourteen Thousand Five Hundred fifty (14550.00) Dollars.

Witness:

Arundel Home Finance (SEAL)

Vera G. Verkovsek By V. Lenkin (SEAL)

FILED

1961 DEC -8 AM 9:41

10

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court For
	*	Anne Arundel County
vs.	*	
Manuel J. Brocato and Alverta V. Brocato, his wife	*	(In Equity) Dkt. 20- Folio 46- Case No. 14,675

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated February 16, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1370, folio 594 etc., from Manuel J. Brocato and Alverta V. Brocato, 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 4th day of December, 1961 at 1:00 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Arundel Home Finance Corp., at and for the sum of Fourteen Thousand Five Hundred Fifty Dollars ($14,550.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

FILED

1961 DEC -8 AM 9:41

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

WITNESS my hand and Notarial Seal.

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

EDWARD J. BRANNAN,
Solic
541 Equitab Building,
Baltimore Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
Box 159 — northeast side Nabbs Creek Road, Locust Grove, Third Election District Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from Manuel J. Brocato and Alverta V. Brocato, his wife, to the Leeds Federal Savings and loan Association, dated February 16, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1370, folio 591 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, Dec. 4, 1961 at 1:00 O'Clock P. M.

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

Lots numbered eight (8) and nine (9), as shown on the Plat of the Re-Subdivision of Lots 1 to 39, Section 12, Locust Grove, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-3, Plat No. 10, and now recorded in Plat Book No. 20, folio 44.

The aforesaid lot of ground is improved with a One and One-half (1½) Story Frame Dwelling, containing eight (8) rooms, one and one-half (1½) baths, hot air oil heat, and car-port.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the 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-30

ORDER NISI

Edward J. Brannan,

Attorney Named in Mortgage

versus

Manuel J. Brocato and

Alverta V. Brocato, his wife

LIBER 136 PAGE 566

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,675 Equity

Ordered, this 8th day of December, 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 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.

The report states that the amount of sale was $ 14,550.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

EDWARD J. BRANNAN, Atty. MD. GAZETTE (For December 14th Edition)

(Final Order)

Edward J. Brannan,

Attorney Named in Mortgage

versus

Manuel J. Brocato and

Alverta V. Brocato, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of January, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1962 JAN 16 PM 12:07

13

LIBER 136 PAGE 567

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. 14,675 Equity
EDWARD J. BRANNAN,
Attorney Named in Mortgage
VERSUS
MANUEL J. BROCATO and
ALVERTA V. BROCATO, his wife

Ordered, this 8th day of December, 1961, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $14,550.00.

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 - Sale - Eq. 14,675

Manuel J. Brocato

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Mario Tate

FILED
1962 JAN -8 PM 3:47

No. M. G. 24645

14

LIBER 136 PAGE 568

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Manuel J. Brocato
and
Alverta V. Brocato, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,675 Equity

To the Honorable, the Judges of said Court:

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

The Auditor hereby certifies that she has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule No. 595.

All of which is respectfully submitted.

Laura K. Fickeling
Auditor.

February 28, 1962

FILED

1962 FEB 28 PM 2:22

Dr. in ac.

Edward J. Brannan, Attorney named in Mortgage vs. Manuel J. Brocato and Alverta V. Brocato, his wife

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	470	57	620	57
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	22	50		
			62	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	68	24		
Capital-Gazette Press - order nisi (sale)	15	00		
The Sun - advertising sale	33	20		
U.S. Fidelity & Guaranty Co.-bond premium	60	00		
E.T. Newell & Co., Inc. -auctioneer's fee	423	75		
Marguerite E. Wolf - notary fees	1	50	601	69
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	12,615	77		
Interest thereon @ 6% from 12/4/61 to 3/16/62 - 3 months 12 days	214	47	12,830	24
To The J. F. Johnson Lumber Co., judgment creditor - this balance on account claim in No. A-5385 Law, (Order 12/20/61)	581	31	581	31
			14,696	06
Amount of Judgment Claim filed	3,994	60		
Interest thereon from 1/7/61 to 3/16/62 1 year 2 months 9 days	282	95		
Court costs	33	35		
Attorney's fee	399	46		
	4,710	36		
Cr. Amount allowed above	581	31		
Balance due	4,129	05		

16

with Edward J. Brannan, Attorney named in Mortgage vs. Manuel J. Brocato and Alverta V. Brocato, his wife

Cr.

1961							
Dec.	4	Proceeds of Sale		14,550	00		
		Interest on deferred payment of $14,050.00 to 2/2/62		135	66	14,685	66
		Refund 1961 State and County taxes- 27 days		10	40	10	40
						14,696	06

ORDER NISI LIBER 136 PAGE 571

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

VERSUS

No. Equity.

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

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of March, 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 MAR 16 AM 9:45

George T. Cromwell Clerk

Dep. Clk

JOHN S. BUSICK, individually, and next friend of Dwight Busick, an infant
3304 Lerch Drive
Baltimore 14, Maryland
ETHEL E. WILLEM, individually, and next friend of Kurt S. Willem, an infant
3501 Rosekemp Avenue
Baltimore 14, Maryland
[redacted]
HENRY WILLEM and
MARGARET WILLEM, his wife
3511 Woodlea Avenue
Baltimore 14, Maryland
EDWARD WILLEM and
MARIE WILLEM, his wife
3311 Southern Avenue
Baltimore 14, Maryland
KATHERINE BICKEL and
CLARENCE-BICKEL, her husband
3505 Rosekemp Avenue
Baltimore 14, Maryland
BETTY BROWN and
HERBERT BROWN, her husband
910 Dulaney Valley Court
Baltimore County, Maryland
JOHN S. BUSICK, JR. and
JOYCE BUSICK, his wife
4784 Shamrock Avenue
Baltimore, Maryland
DONALD E. WILLEM and
ROSE ANN WILLEM, his wife
4758 Shamrock Avenue
Baltimore, Maryland

Complainants

vs.

DWIGHT BUSICK, an infant
c/o John S. Busick
3304 Lerch Drive
Baltimore 14, Maryland
KURT S. WILLEM, an infant
c/o Ethel E. Willem
3501 Rosekemp Avenue
Baltimore 14, Maryland

BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY
Green Street
Annapolis, Maryland

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,004 EQUITY

14-140

FILED

1960 SEP 29 PM 2:15

LIBER 136 PAGE 573

BILL OF COMPLAINT
TO SELL REAL PROPERTY OF AN INFANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of John S. Busick, individually, and next friend of Dwight Busick, an infant, Ethel E. Willem, individually, and next friend of Kurt S. Willem, an infant, John G. Willem, widower, Henry Willem and Margaret Willem, his wife, Edward Willem and Marie Willem, his wife, Katherine Bickel and Clarence Bickel, her husband, Betty Brown and Herbert Brown, her husband, John S. Busick, Jr. and Joyce Busick, his wife, Donald E. Willem and Rose Ann Willem, his wife, by George E. Rullman, Jr. , their solicitor, respectfully represents unto your Honors:

1. That John Willem and Amelia Willem, his wife, were the owners, as tenants by the entireties, in fee simple, of all those two lots known and designated as Lots Nos. Seventeen (17) and Eighteen (18) of Section "CC", as shown on the Plat of Glen Burnie Heights, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 16, folio 19, which said lots are situated in the Third Election District of Anne Arundel County, State of Maryland, under and by virtue of a deed from The Workman's Co-operative Realty Company, Incorporated, to John Willem and Amelia Willem, dated November 24, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, folio 415.

2. That Amelia Willem died about the year 1949, and John Willem died in or about the year 1953, leaving surviving him the following: a son, John G. Willem, widower; a son, Henry Willem; a son, Edward Willem; a daughter, Katherine Bickel; a daughter, Louise Busick, who died about the year 1954, leaving surviving her the following: her husband, John S. Busick; a daughter, Betty Brown; a son, John S. Busick, Jr.; a son, Dwight Busick, a infant 16 years of age. Also surviving John Willem was a son, Bruno Willem, who died in the year 1956, leaving his wife, Ethel E. Willem; a son, Donald E. Willem; and a son, Kurt S. Willem, an infant 14 years of age; John G. Willem having died in May, 1959 intestate, a widower with no children, leaving the parties of the first part hereto as his only heirs at law.

3. That the said lots in Glen Burnie Heights are unimproved, without water and sewer facilities, and few other lots in the development have been improved. The said lots do not produce any income and are a liability due to the taxes which accrue each year.

4. That the Board of Education of Anne Arundel County has offered the sum of Two Hundred ($200.00) Dollars per lot for the property, as shown by the attached Contract of Sale, which is offered as complainants' exhibit No. 1, and is prayed to be taken as a part hereof.

5. That your complainants believe and, therefore, aver that the said sale would be for the benefit and advantage of the infant defendants, since the proceeds of the sale can be used for their support and maintenance.

WHEREFORE, your complainants pray:

(a) That a decree may be passed by this Honorable Court directing that the said lots of ground described hereinabove may be sold; and, further, that the said decree ratify and confirm the Contract of Sale between your complainants and the Board of Education of Anne Arundel County.

(b) That this Honorable Court appoint a Trustee to execute a deed in compliance with the said Contract of Sale.

(c) That your complainants may have such other and further relief as the nature of this case may require.

AND as in duty bound, etc.

John S. Busick
JOHN S. BUSICK, individually, and next friend of Dwight Busick, an infant

Ethel E. Willem
ETHEL E. WILLEM, individually, and next friend of Kurt S. Willem, an infant

John C. Willem
JOHN C. WILLEM

Henry Willem
HENRY WILLEM

Margaret Willem
MARGARET WILLEM

3

Edward Willem
EDWARD WILLEM

Marie Willem
MARIE WILLEM

Katherine Bickel
KATHERINE BICKEL

Clarence Bickel
CLARENCE BICKEL

Betty Brown
BETTY BROWN

Herbert E. Brown
HERBERT BROWN

JOHN S. BUSICK, JR.

Joyce Busick
JOYCE BUSICK

Donald E. Willem
DONALD E. WILLEM

Rose Ann Willem
ROSE ANN WILLEM

Solicitor for the Complainants

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

I HEREBY CERTIFY, That on this 25 day of Sept, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared, John S. Busick, individually, and next friend of Dwight Busick, an infant, Ethel E. Willem, individually, and next friend of Kurt S. Willem, an infant, ~~John O. Willem~~, widower, Henry Willem and Margaret Willem, his wife, Edward Willem and Marie Willem, his wife, Katherine Bickel and Clarence Bickel, her husband, Betty Brown and Herbert Brown, her husband, John S. Busick, Jr. and Joyce Busick, his wife, Donald E. Willem and Rose Ann Willem, his wife, and made oath in due form of law that

the matters and facts as 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.

Charles H. Edenfield, Sr. Notary Public

EDENFIELD, SR. NOTARY PUBLIC BALTIMORE CO. MD.

LIBER 136 PAGE 577

THIS AGREEMENT, Made this 29th day of ~~July~~ September, in the year Nineteen Hundred and ~~Fifty-nine~~ Sixty, by and between ~~John S.~~ [redacted], Henry Willem and Margaret Willem, his wife, Edward Willem and Marie Willem, his wife, Katherine Bickel and Clarence Bickel, her husband, John S. Busick, widower, Betty Brown and Herbert Brown, her husband, John S. Busick, Jr., and Joyce Busick, his wife, Dwight Busick, by John S. Busick his father and next friend, Ethel E. Willem, widow, Donald E. Willem and Rose Ann Willem, his wife, Kurt S. Willem, by Ethel E. Willem his mother and next friend, parties of the first part, hereinafter called Vendors, and the Board of Education for Anne Arundel County, a body corporate 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 Vendee, and the Vendee does hereby purchase from the Vendors, subject to any covenants and restrictions of records, the following described property, situate and lying in Anne Arundel County, State of Maryland, and described as follows:

Lots Nos. 17 and 18 in Section CC, as shown on the Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County, in Plat Book No. 16, Folio 19.

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, and especially all of the right, title, interest and estate of the owners of said lots in and to any and all of the roads, streets, or alleys, adjacent to the hereinabove described lots as shown on the aforesaid plat of Glen Burnie Heights, being the same property conveyed by Workmen's Cooperative Realty Company to John Willem

Exhibit No. 3
No. 14,004

and Amelia Willem by Deed dated November 24, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, Folio 415,

The said Amelia Willem having died in the year 1949 and John Willem having died in the year 1953, leaving surviving them the following: a son, John G. Willem, widower, a son Henry Willem, a son Edward Willem, a daughter, Katherine Bickel, a daughter, Louise Busick who died about the year 1954, leaving surviving her the following: her husband, John S. Busick, a daughter, Betty Brown, a son John S. Busick, Jr., a son, Dwight Busick, 16 years of age. Also surving John Willem was a son Bruno Willem, who died in the year 1956, leaving his wife, Ethel E. Willem, a son, Donald E. Willem, and a son, Kurt S. Willem, 14 years of age; John G. Willem having died in May, 1959 intestate, a widower with no children, leaving the parties of the first part hereto as his only heirs at law.

At and for the price of Four Hundred Dollars ($400.00) of which the sum of Fifty Dollars ($50.00) having been paid prior to the signing hereof, and Three Hundred and Fifty Dollars ($350.00) the balance of said purchase price to be paid upon final ratification of this contract by the Circuit Court for Anne Arundel County.

The parties of the first part do hereby grant the Board of Education the privilege of going upon the land herein described and clearing and using the same, pending ratification of this sale by the Court. 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 merchantable 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 and all other assessments, public dues and charges shall be adjusted to the day of transfer.

WITNESS the hands and seals of the parties hereto.

WITNESS:

	Deceased (SEAL) John G. Willem
W P Wheat (SEAL) W. P. Wheat	Henry Willem (SEAL) Henry Willem
W P Wheat (SEAL) W. P. Wheat	Margaret Willem (SEAL) Margaret Willem
W P Wheat (SEAL) W. P. Wheat	Edward Willem (SEAL) Edward Willem
W. P. Wheat (SEAL) W. P. Wheat	Marie Willem (SEAL) Marie Willem
Henry P. Sinsz (SEAL) Henry P. Sinsz	Katherine Bickel (SEAL) Katherine Bickel
Henry P. Sinsz (SEAL) Henry P. Sinsz	Clarence Bickel (SEAL) Clarence Bickel
Gladys V. Smith (SEAL) Gladys V. Smith	John S. Busick (SEAL) John S. Busick
Helen Dorsee (SEAL) Helen Dorsee	Betty Brown (SEAL) Betty Brown
Helen Dorsee (SEAL) Helen Dorsee	Herbert Brown (SEAL) Herbert Brown
Gladys V. Smith (SEAL) Gladys V. Smith	John S. Busick, Jr. (SEAL) John S. Busick, Jr.
Gladys V. Smith (SEAL) Gladys V. Smith	Joyce Busick (SEAL) Joyce Busick
Gladys V. Smith (SEAL) Gladys V. Smith	Dwight Busick (SEAL) Dwight Busick

By: John S. Busick (SEAL)
John S. Busick, Next Friend

8

Gladys V. Smith
Gladys V. Smith

C. Earl Laudenklos
C. Earl Laudenklos

C. Earl Laudenklos
C. Earl Laudenklos

Gladys V. Smith
Gladys V. Smith

Ethel E Willem (SEAL)
Ethel E. Willem

Donald E Willem (SEAL)
Donald E. Willem

Rose Ann Willem (SEAL)
Rose Ann Willem

Kurt S Willem (SEAL)
Kurt S. Willem

By: Ethel E Willem
Ethel E. Willem, Next Friend

THE BOARD OF EDUCATION FOR
ANNE ARUNDEL COUNTY

BY: Howard B. Jenkins

JOHN S. BUSICK, ET AL	:	IN THE CIRCUIT COURT
	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
	:	
	:	NO. 14,004 - EQUITY
BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY, ET AL	:	
	:	

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

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of the Board of Education for Anne Arundel County, by R. Tilghman Brice, III, its Attorney, to the Bill of Complaint heretofore filed, respectfully says:

1. That it can neither admit nor deny the allegations contained in the First and Second paragraphs of the Bill of Complaint, it having no actual knowledge of the facts therein alleged.

2. It admits the allegations contained in the Third paragraph of the Bill of Complaint.

3. In answer to the Fourth paragraph of the Bill of Complaint, the Board of Education of Anne Arundel County admits that it has entered into a Contract of Sale for the purchase of the lots mentioned in these proceedings at and for the sum of Four Hundred ($400.00) Dollars and is ready and willing to accept title thereto and pay the balance of the purchase price upon ratification of said Contract by this Honorable Court.

4. In answer to the Fifth paragraph of the Bill of Complaint, this respondent can neither admit nor deny the allegations therein contained, having no knowledge of the fact as therein alleged.

Having answer said Bill of Complaint, this respondent prays to be dismissed with its proper costs.

AND, as in duty bound, etc.

BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

FILED

1960 OCT -6 AM 11:23

BY: R. Tilghman Brice

R. Tilghman Brice, III
Solicitor for the Defendant

LIBER 136 PAGE 582

JOHN S. BUSICK, etal	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY, etal	:	No. 14,004 - EQUITY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ANSWER FOR INFANT: DEFENDANTS

::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the plaintiffs by George E. Rullman, Jr., their solicitor respectfully represents:

1. That the infant defendents, Dwight Busick and Kurt S. Willem have both been duly returned summoned, but both being minors cannot answer and defend this suit for themselves.

Your petitioner therefore prays the Court to appoint a guardian ad litem to answer for said infants.

As in duty bound, etc.

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

George E. Rullman Jr.
Solicitor for the Plaintiffs

State of Maryland, County of Anne Arundel, to wit:

I HEREBY CERTIFY that on this 29th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared the above named George E. Rullman, Attorney, and made affirmation in due form of law that the matter and things set forth in the aforegoing Petition are true to the best of his knowledge and belief.

Madolin Ross
Madolin Ross, Notary Public
My Commission expires May 1, 1961.

ORDER

ORDERED, this 29th day of November, 1960, by the Circuit Court of Anne Arundel County, upon the aforegoing petition and affidavit, that

FILED
1960 NOV 30 PM 12:01

FILED
1960 NOV 29 PM 2:25

Julian B. Stevens be, and he is hereby appointed guardian ad litem to appear and answer for Dwight Busick and Kurt S. Willem, the infant defendents in the above entitled case.

D. Boone Duckett

Judge

JOHN S. BUSICK, etal	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY, etal	:	No. 14,004 - EQUITY
	:	
	:	

ANSWER OF GUARDIAN AD LITEM

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answers of Kurt S. Willem and Dwight Busick by Julian B. Stevens, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of John S. Busick, etal against them in this Court respectfully shows.

These defendents being infants cannot admit any of the matters and things in said bill of complaint alleged, and submits their rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Julian B. Stevens

Julian B. Stevens Jr.
Guardian Ad Litem

FILED
1960 DEC -6 AM 9:45

13

LIBER 136 PAGE 585

JOHN S. BUSICK, et al	:	IN
	:	
	:	THE CIRCUIT COURT
VS.	:	
	:	FOR
DWIGHT BUSICK, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14004, EQUITY

::::::::::

ASSIGNMENT OF INTERESTS

We, the undersigned, do hereby sell, transfer and assign all of our respective right, title and interest in and to Lots Nos. 17 and 18 in Section CC, as shown on a Plat of Glen Burnie Heights and the proceeds of the sale thereof to the Board of Education of Anne Arundel County to Ethel E. Willem.

WITNESS:

Gladys V. Smith — John S. Busick

W P Wheato — Henry Willem

W P Wheato — Margaret Willem

W P Wheato — Edward Willem

W P Wheat — Marie Willem

Henry V. Long — Katherine Bickel

Henry V. Long — Clarence Bickel

Helen Dorsey — Betty Brown

Helen Dorsey — Herbert Brown

Gladys V. Smith — John S. Busick, Jr.

Gladys V. Smith — Joyce Busick

14.004

14

C. Earl Lauderklos

C. Earl Lauderklos

Donald E. Willem
Donald E. Willem

Rose Ann Willem
Rose Ann Willem

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25 day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Busick, Henry Willem, Margaret Willem, Edward Willem, Marine Willem, Katherine Bickel, Clarence Bickel, Betty Brown, Herbert Brown, John S. Busick, Jr., Joyce Busick, Donald E. Willem and Rose Ann Willem, and acknowledged the foregoing Assignment of Interests to be their act.

WITNESS my hand and Notarial Seal.

Charles H. Edenfield, Jr.
Notary Public

15

JOHN BUSICK, ET AL		*	IN THE
	Complainants	*	CIRCUIT COURT
	VS	*	FOR
DWIGHT BUSICK, ET AL		*	ANNE ARUNDEL COUNTY
	Defendants	*	EQUITY #14,004

* * * * * * * * *

TESTIMONY TAKEN IN OPEN COURT
BEFORE HON. MATTHEW S. EVANS
December 28, 1960.

Present:

George E. Rullman, Jr., Solicitor for Complainants

Julian B. Stevens, Jr., Guardian Ad Litem

Miss Eleanor G. Owings, Chief Deputy Clerk

Mrs. Connie Tuers, Court Stenographer

Witnesses:

Ethel E. Willem, pages 2 - 6

Henry M. Bachman, pages 7 - 8

FILED

1961 JAN 17 PM 12:07

16

Ethel E. Willem, a witness of lawful age having been duly sworn, deposes and says:

Rullman: Your Honor, I'd like to offer into evidence assignment of all the interests of the adult parties to this suit to Mrs. Willem.

Court: Admitted.

(ASSIGNMENT ENTERED AS PLAINTIFF'S EXHIBIT #1)

Rullman: Also, I'd like to offer a deed as recorded in Liber WNW 20 folio 415 from the Workmen's Cooperative Realty Company, Inc. to John and Amelia Willem.

Court: Admitted. What was that reference number again?

Rullman: WNW 20 folio 415.

(DEED RECORDED WNW 20 FOLIO 415 ENTERED AS PLAINTIFF'S EXHIBIT #2)

(Mr. Rullman - Direct Examination)

1. Now, Mrs. Willem -- Mrs. Willem, John and Amelia Willem were your father-in-law and mother-in-law, is that correct?

A. That's right.

Court: Have her state her name and address.

17

2. Will you state your name and address, please?

A. Ethel Willem, 3501 Rosekemp Avenue, my husband's name was Bruno.

3. How many children did John and Amelia Willem have?

A. Six. Do you want their names?

4. Yes.

A. There was Bruno; Elizabeth Louise; John G.; Edward, I'm not sure of his middle name;

Court: Mrs. Willem, he'll ask you the questions and you tell me the answers.

A. Edward, and Henry

Court: If I've confused you, you may start over again, if you like.

Witness: No, I think that's all right.

A. Edward, Henry and Catherine, I believe, that's six.

Rullman: Would you like me to repeat them?

Witness: Would you like me to repeat them?

Court: Maybe it would be better, I think, anyway.

Witness: All right, Bruno; Elizabeth or Louise, she went by either name, I think it was Elizabeth-Louise, one name; John G.; Catherine; Edward and Henry and my husband, Bruno.

5. Now, which ones of these are living and which ones of these dead -- of these children?

19

A. Edward, Henry, Catherine are living.

6. That means that John G. Willem, Louise Busick and Bruno Willem, your husband, are deceased?

A. That's right.

7. Did John G. Willem die leaving a widow or any children?

A. No.

8. He died intestate?

A. That's right.

9. Now, Louise Busick, how about her, did she die leaving any -- a widower or any children?

A. Yes, her husband and a boy who is now 16.

10. Wouldyou state his name, please?

A. Yes, Dwight. And two other ones John Sterling, Jr. and Betty Lou, both of those are married.

11. They are adults?

A. They are adults.

12. And your children -- how many children ?

A. I have two. Donald E. and Kurt F.

13. How old is Kurt?

A. Kurt is 14.

Rullman: Your Honor, I'd like to offer into evidence a copy of the contract of sale that's incorporated with the case, I believe, with the Bill of Complaint.

19

Court: Admitted.

(COPY OF CONTRACT OF SALE ENTERED AS PLAINTIFF'S EXHIBIT #3)

14. Mrs. Willem, is that the contract of sale with the County Board of Education thatyou signed along with the other parties interested in this property?

A. Yes, uh-huh.

15. And it's for the sum of $400 for two lots in Glen Burnie Heights, is that right?

A. That's right.

16. Now, are you satisfied with the contract -- in other words, you think this is a fair and adequate price for the property?

A. Yes, I think so, because, personally I'm sort of tired of paying taxes on it and fooling around with it and I'm just as happy to get the thing settled once and for all.

Court: Have you had any income from the property?

Witness: No, none at all.

17. Have you ever seen the property, Mrs. Willem?

A. Well, many years ago, when I hadn't been married too long we used to drive out there once in awhile but I doubt whether I could even find it now.

18. Do you think it's to the best interest of the children

to convey this property and convert the property to cash for their benefit?

A. I think so because to me right now it's just a dead issue. It wasn't any clear title to if -- it going on and on indefinitely and no one getting any use out of it. Personally, I think it's a good idea.

Stevens: No questions.

Court: Mrs. Willem, is this about 120 feet back in the deep woods --

Rullman: I wasgoing to bring that in with Mr. Bachman, my next witness.

Court: All right.

21

Henry M. Bachman, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Rullman - direct examination)

1. Mr. Bachman, will you state your name, address, and occupation, please?

A. Henry M. Bachman, Severna Park, Maryland, real estate broker.

2. How long have you been in the real estate business?

A. Since 1946.

3. Are you familiar with property values in the locality of this property in question?

A. I am.

4. Do you believe that the property is divisible in kind for the benefit of these minor children?

A. You mean is it --

5. I mean do you think that it could be split between them -- in other words, the two lots could be split between them. Could they use it for anything?

A. No, it's impossible to divide them. They're two twenty foot lots -- 20 x 120 --, they're unimproved, lie out in the middle of a field.

6. Do you know whether or not there are any public utilities to the property?

A. There are not.

7. Do you feel that $200 per lot or a total of $400 is a fair and adequate price for these two lots?

A. That it is a very fair price for those lots.

22

8. Why do you feel that that is?

A. Well, we have a number of sales of lots that were in the same area that have been sold for-- price has been the same-- around the same figure. Do you want me to recite them.

9. You might name several.

A. Well, Mazie Brooks sold to the Church of God, lots 20,21,22, Section F for $175 each and recorded the deed JHH833 folio 333; Steve Edwards sold to the Church of God lots 23 and 24 in Section F, the two lots $250 each; James Herrod sold to James O'Connor lots 9 and 10 in section I for $500 or $250 each; James Selley to Michael Demyan sold 6 lots insection I for a thousand dollars and that was a hundred fifty-six dollars each title reference JHH 933 folio 179.

10. Now, do you think that in view of the price as recited in the contract of sale that this is in the best interest of the infants to convey this property

A. In my opinion, it is. The property is not producing, if anything it's a liability inasmuch as you have to pay taxes on it. It's not producing any income whatsoever.

Rullman: I have no further questions.

Stevens: I have no questions.

Rullman: That's our case.

23

I hereby certify that the aforegoing testimony is a true and bona fide copy of the testimony of Ethel E. Willem and Henry Bachman, given in open Court in the Court Trial of the case of John S. Busick, Individual and next Friend of Dwight Busick, an infant, etal vs. Dwight Busick, an Infant, etal on the 28th day of December, 1960, in the Circuit Court for Anne Arundel County.

Conchita D. Tuers

Conchita D. Tuers, Court Stenographer

16/6 00 C.T.

examined & marked to Jamestown
Mch 4. 1920

This Deed made this Twenty fourth day of November in the year one thousand nine hundred and ninetieth Between The Workmans Co-operative Realty Company incorporated a Today corporate duly incorporated under the laws of the state of Maryland party of the first part and John & Amelia Willem parties of the second part. Witnesseth that

consideration of the sum of One Dollar ($1.00) and other valuable consideration the receipt whereof is hereby acknowledged and the performance of the covenants and agreements hereinafter set out to be performed by the said party of the second part, their heirs and assigns the said party of the first part does hereby grant and convey unto the parties of the second part their heirs and assigns subject to the said covenants and agreements all that land and premises situate in the Third election district of Anne Arundel County in the state aforesaid and particularly described as follows.

Lots Nos. Seventeen and Eighteen in Section "CC" of the lot of ground which by deed dated May 16 1919 and recorded among the land records of Anne Arundel County in Liber N.N.W. No 10 folio 389 etc. was granted and conveyed by Joseph Schuck et al to the said The Workmans Co-operative Realty Company incorporated in fee simple a plat of the same land having been duly recorded among the said land records of Anne Arundel County in Plat Liber G.W. Section 3 Folio 185 etc.

To Have and To Hold the above granted property unto the parties of the second part their heirs and assigns forever in fee simple, subject however to the following covenants and agreements which are hereby entered into by the said parties of the second part their heirs and assigns with the said party of the first part as a part of the consideration for this deed.

1. At no time shall any part of the said land be used or occupied for the manufacture, brewing distilling or sale of spiritous or malt liquors nor shall the said lots or any part thereof or any building erected thereon at any time hereafter be used or occupied as a bone boiling establishment laundry slaughter house glue soap candle starch or gunpowder manufactory or for any other offensive or dangerous purposes.

2. That the said lots or buildings thereon shall never be rented, leased or sold transferred or conveyed to nor shall the same be occupied exclusively by any negro or colored person or person of negro blood.

3. That no signs for advertisement purposes shall be erected or placed thereon

4. That all buildings erected thereon shall be placed and set back not less than ten feet (10) from the street line provided that steps windows portions and other projections appurtenant thereto may be within said distance.
5. That there shall not be erected upon any portion of said premises any dwelling costing less than fifteen Hundred Dollars ($1500.00)
6. That there shall be no violation of the usual mechanic clauses. And the said party of the first part subject to the above covenants and agreements on the part of the said parties of the second part their heirs and assigns, covenants that it will warrant specially the land and premises hereby granted and conveyed and that it will execute such further assurances of said land and premises as may be requisite.

Witness the corporate seal of the said Grantor and the signatures of the President Vice President and Secretary thereof the day and year first above written.

The Workmans Cooperative Realty Company
Inc.

Test
Florence V. Levy.
(corp seal)

Joseph Schick (seal)
President
Armand A. Fox (seal)
Vice President
S. Lawrence Hammerman (seal)
Secretary.

State of Maryland } To wit.
Baltimore city

I hereby certify that on this Twenty fourth day of November in the year one thousand nine hundred and nineteen before me the subscriber a Notary Public of the state of Maryland in and for the City of Baltimore aforesaid, personally appeared Joseph Schick President Armand A. Fox Vice President and S. Lawrence Hammerman Secretary of The Workmans Cooperative Realty Company incorporated the Grantor hereinbefore named and they acknowledged the foregoing deed to be the act of the said body corporate.

Witness my hand and notarial seal.
Florence V. Levy.
Notary Public.

(Notary seal)

Recorded Nov. 25/919.

LIBER 136 PAGE 599

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber...W N W.., No..20....., folio..415..... 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....23....day of...January..... A. D. 196.1

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

28

FILED

1961 JAN 30 PM 2:43

LIBER 136 PAGE 600

JOHN S. BUSICK, ET AL Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY, ET AL Defendents	:	NO. 14,004- EQUITY
	:	
	:	

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

DECREE

THIS CAUSE standing ready for hearing and testimony having been taken in open Court, 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 in kind without material lossor 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 Defendants and of all other persons interested therein.

IT IS THEREUPON, THIS 1st day of February, in the year nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED, That the Contract of Sale between DWIGHT BUSICK and others and the BOARD OF EDUCATION for Anne Arundel County, dated this 29th day of September, 1959, BE AND THE SAME IS hereby ratified and confirmed and that George E. Rullman, Jr., Solicitor, BE AND HE IS hereby appointed Trustee, who upon good and sufficient Deed, said Deed to be signed, sealed, acknowledged and recorded according to law, shall convey to the Board of Education for Anne Arundel County 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. 17 and 18 in Section CC, as shown on the Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in

FILED

1961 FEB -1 AM 11:44

29

Plat Book No. 16, folio 19.

AND BEING the same property conveyed by Workmen's Cooperative Realty Company to John Willem and Amelia Willem by Deed dated November 24, 1919 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 20, folio 415.

BUT BEFORE THE SAID TRUSTEE shall proceed to act, he shall first file with this Circuit Court or the Clerk thereof a good and sufficient Bond in the penalty of $400.00 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 being 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.

AND IT IS FURTHER DECREED that the Defendent, the Board of Education for Anne Arundel County shall pay the cost of these proceedings.

Judge

FILED

1951 FEB -1 PM 12:36

30

TRUSTEE'S AND COMMITTEE'S BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY EQUITY NO. 14,004

STATE OF MARYLAND

LIBER 136 PAGE 602

JOHN S. BUSICK, Individually, etcetera, et al

vs

DWIGHT BUSICK, et al

LIBER 11 PAGE 214

BOND OF { ~~COMMITTEE~~ / TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: That we, George E. Rullman, Jr., Trustee, of Anne Arundel County, State of Maryland as Principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, and duly authorized by its charter to become sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Hundred Dollars ($400.00), current money, to be paid to the said State or its certain attorneys, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 23rd day of January in the year of our Lord one thousand nine hundred and sixty-two (1962)

WHEREAS, THE ABOVE BOUNDEN George E. Rullman, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the First day of February nineteen hundred and sixty-one (1961) has been appointed Trustee to convey certain Real estate mentioned in the proceedings in the case of John S. Busick, et al, vs Dwight Busick, et al

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George E. Rullman, 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

Madolin Ross

Madolin Ross

George E. Rullman, Jr. (SEAL)

(SEAL)

(SEAL)

NATIONAL SURETY CORPORATION

BY George E. Rullman

George E. Rullman

Bond approved this 23rd day of January, 1962

George E. Bromwell, Clerk

FILED

1962 JAN 23 PM 3:08

31

In the Case of

John S. Busick,
Individually, and next friend of
Dwight Busick, an infant, et al
vs.
Dwight Busick,
an infant, et al

In the

Circuit Court

For

Anne Arundel County

No. 14,004 Equity

To the Honorable, the Judges of said Court:

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

The Auditor hereby certifies that she has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule No. 595

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

February 28, 1962

FILED
1962 FEB 28 PM 2:24

32

Dr. S. in ac.

John Busick, individually and next friend of Dwight Busick, an infant, et al vs. Dwight Busick, an infant, et al

To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	65	00		
Jos. C. Deegan - Sheriff's costs	8	20		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Julian B. Stevens, Jr. -Guardian ad Litem	4	00		
Connie Tuers - Stenographer's fee	12	50		
Auditor - stating this account	18	00	129	15
To Trustee for Expenses, viz:				
National Surety Corporation - bond premium	10	00	10	00
AMOUNT FOR DISTRIBUTION $400.00				
Distributed to heirs at law of John Willem, who died, intestate about 1953:				
1. To Ethel E. Willem, Widow of Bruno Willem, son, who died in 1956 - one-fifteenth	26	67		
2. To Ethel E. Willem, Assignee of the interests of Henry Willem, son; Edward Willem, son; Katherine Bickel, daughter; John S. Busick, widower of Louise Busick, daughter, who died about 1954, and Betty Brown and JohnS. Busick, Jr., her children; and Donald E. Willem, son of Bruno Willem,son, who died in 1956 - thirty-seven-forty-fifths	328	88		
3. To Dwight Busick, an infant, son of Louise Busick, deceased daughter- two-forty-fifths	17	78		
4. To Kurt S. Willem, infant, son of Bruno Willem, deceased son - three forty-fifths	26	67	400	00
			539	15

with George E. Rullman, Jr., Trustee

Cr.

1962				
Feb.	2	Proceeds of Sale (Contract dated 9/29/60)	400 00	400 00
		Board of Education of Anne Arundel County - Court costs and expenses of these proceedings, as agreed	139 15	139 15
				539 15

LIBER 136 PAGE 606

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

VERSUS

No. ..... Equity.

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

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of March, 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 MAR 16 AM 9:45

George T. Cromwell Clerk

[illegible]