LIBER 137 PAGE 1

JAMES E. CHAPMAN
51 Spa Road
Annapolis, Maryland

Complainant

vs.

WILLIAM GRAY
Millersville
Anne Arundel Co., Maryland

JOHN GRAY
Millersville
Anne Arundel Co., Maryland

EDWARD GRAY
Millersville
Anne Arundel Co., Maryland

EVA THOMAS
Indian Landing Road
Millersville
Anne Arundel Co., Maryland

GERTRUDE HENSON
Millersville
Anne Arundel Co., Maryland

ANNIE GRAY JOHNSON
51 Larkin Street
Annapolis, Maryland

VIOLA WASHINGTON
27 Shaw Street
Annapolis, Maryland

ANNA CHAPMAN
24 Lafayette Avenue
Annapolis, Maryland

MAGGIE CHAPMAN HALL
Indian Landing Road
Millersville
Anne Arundel Co., Maryland

ANNIE JOYCE SHOULTZ
803 Harlem Avenue
Baltimore, Maryland

JULIA JOYCE CARROLL
1901 West Mosher Street
Baltimore, Maryland

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* IN

* EQUITY

* NO. 13,697

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MARGARET JOYCE ROBINSON *
1025 North Carey Street
Baltimore, Maryland

ROBERT JOYCE *
917 Bowe Street
Richmond, Virginia

MARION TORAIN WILLIAMS *
Apt. 32, Condon Terrace, S. E.
Washington, D. C.

LESLIE BAILEY *
Rt. #1, Ijamsville
Frederick County, Maryland

Respondents *

* * * * * * *

COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, by his Attorneys, C. Maurice Weidemeyer and Thomas M. Schifanelli, complaining respectfully shows as follows:

1. That he is an adult citizen of the United States and heir-at-law of Robert Chapman, late of Anne Arundel County, who departed this life intestate between the years 1900 and 1910.

2. That said Robert Chapman, at the time of his death, was seized and possessed of a certain tract of land situate, lying and being in the Second Election District of Anne Arundel County, called Lancaster Plains, and which he obtained by deed dated September 24, 1896, from Amos Garrott, recorded in the Land Records of Anne Arundel County in Liber S.H. No. 4, folio 285, a certified copy of said deed being attached hereto and marked "Plaintiff's Exhibit No. 1".

Said real estate owned by the said Robert Chapman and conveyed to him by said deed is described as follows:

> Beginning for the second lot at a stone planted at the end of the 4th line of Lot No. 1 and running reverse said line north 40-30 East 20 ps to a stone

planted on the north side of a gutter, thence north 43 30 West 16 ps to a stone thence south 40 30 West 20 ps. to a stone planted in one of the outlines thence bounding thereon South 43-30 East 16 ps. to the beginning containing two acres of land more or less.

3. At the time of his death, the said Robert Chapman left surviving him a widow, Julia Chapman, who departed this life testate during October 1930, and six children, namely:

A. Lucy Chapman
B. Benjamin Chapman
C. James E. Chapman
D. John W. Chapman
E. Maggie Chapman
F. Janie Chapman, also known as Jane Chapman

A. Lucy Chapman married Charles Gray. Charles Gray died in approximately 1939. Lucy Chapman died intestate in about the year 1955. They are survived by:

(1) William Gray
Millersville
Anne Arundel County, Maryland
(2) John Gray
Millersville
Anne Arundel County, Maryland
(3) Edward Gray
Millersville
Anne Arundel County, Maryland
(4) Eva Thomas
Millersville
Anne Arundel County, Maryland
(5) Gertrude Henson
Millersville
Anne Arundel County, Maryland
(6) Annie Gray Johnson
53 Larkin Street
Annapolis, Maryland
(7) Viola Washington
27 Shaw Street
Annapolis, Maryland

B. Benjamin Chapman died unmarried and without issue, and intestate in about the year 1910.

C. James E. Chapman married Latita Chapman and resides at 51 Spa Road, Annapolis, Maryland.

D. John W. Chapman died intestate in about the year 1956. He was survived by Anna Chapman, widow, who resides at 24 Lafayette Avenue, Annapolis, Maryland.

E. Maggie Chapman Hall, widow of Thomas Hall, resides at Indian Landing Road, Millersville, Anne Arundel County, Maryland.

F. Janie Chapman, also known as Jane Chapman, married Columbus Joyce. Columbus Joyce departed this life intestate, in about the year 1948. Janie Chapman departed this life intestate in about the year 1945. They are survived by:

(1) Annie Joyce Shoultz
803 Harlem Avenue
Baltimore, Maryland
(2) Julia Joyce Carroll
1901 West Mosher Street
Baltimore, Maryland
(3) Margaret Joyce Robinson
1025 North Carey Street
Baltimore, Maryland
(4) Robert Joyce
917 Bowe Street
Richmond, Virginia
(5) Grace Joyce Bailey, who departed this life intestate in about the year 1958, and was survived by:
(a) Leslie Bailey
Route #1, Ijamsville
Frederick County, Maryland
(b) Marion Torain Williams
Apt. No. 32
Condon Terrace, S. E.
Washington, D. C.

4. Julia Chapman, widow of the said Robert Chapman, provided in her will and testament, recorded in the Orphans' Court for Anne Arundel County in Liber O.B.D. Book No. 4, folio 567, that all of her real property be devised unto Lucy Gray for and during her life, with remainder over to James E. Chapman and John W. Chapman, share and share alike.

5. The aforesaid real estate is improved by a frame house and is owned by the parties hereto in the following proportions:

William Gray	2/105th
John Gray	2/105th
Edward Gray	2/105th
Eva Thomas	2/105th
Gertrude Henson	2/105th
Annie Gray Johnson	2/105th
Viola Washington	2/105th
James E. Chapman	9/30th
Anna Chapman(widow of John W. Chapman)	9/30th
Maggie Hall	2/15th
Annie Shoultz	2/75th
Julia Joyce Carroll	2/75th
Margaret Joyce	2/75th
Robert Joyce	2/75th
Marion Torain	4/225th
Leslie Bailey	1/225th

Said real estate is not susceptible of division in kind without loss or injury to the parties interested, and it would be to the benefit, advantage and interest of the parties hereto that the property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates.

TO THE END THEREFORE:

1. That the aforesaid fee simple property may be sold.

2. That a Trustee or Trustees may be appointed to make the sale of the said property and to convey same to the purchasers.

3. That the proceeds arising from said sale may be distributed among the parties hereto according to their respective interests and estates.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

James E. Chapman
James E. Chapman, Plaintiff

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main Street, Annapolis, Md.
Attorneys for Plaintiff
Colonial 3-3957

LIBER 137 PAGE 6

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

JAMES E. CHAPMAN, being first duly sworn and on oath deposes and says that he has read the foregoing Complaint for Partition, by him subscribed, and knows the contents thereof and verily believes the same to be true.

WITNESS my hand and Notarial Seal this -16th- day of March, 1960.

Mildred P. Bruce
Notary Public

C. Maurice Weidemeyer
Thomas M. Schifanelli
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

JAMES E. CHAPMAN * IN EQUITY
51 Spa Road
Annapolis, Maryland * EQUITY NO. [illegible]
Plaintiff *

vs.

WILLIAM GRAY, Millersville, Anne Arundel County, Maryland

JOHN GRAY, Millersville, Anne Arundel County, Maryland

EDWARD GRAY, Millersville, Anne Arundel County, Maryland

EVA THOMAS, Indian Landing Road, Millersville, Anne Arundel County, Maryland

GERTRUDE HENSON, Millersville, Anne Arundel County, Maryland

ANNIE GRAY JOHNSON, 51 Larkin Street, Annapolis, Maryland

VIOLA WASHINGTON, 27 Shaw Street, Annapolis, Maryland

ANNA CHAPMAN, 24 Lafayette Avenue, Annapolis, Maryland

MAGGIE CHAPMAN HALL, Indian Landing Road, Millersville, Anne Arundel County, Maryland

ANNIE JOYCE SHOULTZ, 803 Harlem Avenue, Baltimore, Maryland

JULIA JOYCE CARROLL, 1901 West Mosher Street, Baltimore, Maryland

MARGARET JOYCE ROBINSON, 1025 North Carey Street, Baltimore, Maryland

ROBERT JOYCE, 917 Bowe Street, Richmond, Virginia

MARION TORAIN WILLIAMS, 642 Condon Terrace, S. E., Apartment 32, Washington, D. C.

LESLIE BAILEY, Route #1, Ijamsville, Frederick County, Maryland

Defendants

ORDER OF PUBLICATION

The object and purpose of this suit is to have the Court Decree a Partition of the hereinafter mentioned real estate and appoint a trustee or trustees to make a sale of the hereinafter

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mentioned real estate and to divide the proceeds from said sale among the parties hereto according to their respective interests and estates.

The Bill of Complaint states, in substance, that Robert Chapman, late of Anne Arundel County deceased, died intestate between the years 1900 and 1910, leaving a widow, Julia Chapman, and six children, namely; Lucy Chapman, Benjamin Chapman, James E. Chapman, John W. Chapman, Maggie Chapman, and Janie Chapman (also known as Jane Chapman); that at the time of the death of said Robert Chapman, he was seized and possessed of the following parcel of real estate located in the Second Election District of Anne Arundel County, to wit:

> All that parcel of land which the said Robert Chapman obtained from Amos Garrott by deed dated September 24, 1896, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 4, folio 285, and which said land was more particularly described in said deed as follows:
> Beginning for the second lot at a stone planted at the end of the 4th line of Lot No. 1 and running reverse said line North 40 - 30 East 20 perches to a stone planted on the North side of a gutter, thence North 43 - 30 West 16 perches to a stone, thence South 40 - 30 West 20 perches to a stone planted in one of the outlines, thence bounding thereon South 43 - 30 East 16 perches to the beginning. Containing two acres of land, more or less.

That Julia Chapman, widow of Robert Chapman, departed this life, testate, in October, 1930, leaving a Will by which she devised her interest in said property to James E. and John W. Chapman. That Lucy Chapman died intestate about the year 1955 and is survived by seven children hereinafter mentioned; Benjamin Chapman departed this life intestate about 1910, unmarried and without issue; John W. Chapman died intestate in about the year 1956 and is survived by his widow, Anna Chapman; Janie Chapman departed this life intestate about the year 1945 and was survived by five children; that Grace Joyce Bailey, one of the five children of Janie Chapman who survived her, departed this life in the year 1958 and is survived by her husband and one daughter, hereinafter mentioned.

The aforesaid real estate is improved by an old frame house which is owned by the parties hereto in the following proportions:

William Gray	2/105ths
John Gray	2/105ths
Edward Gray	2/105ths
Eva Thomas	2/105ths
Gertrude Henson	2/105ths
Annie Gray Johnson	2/105ths
Viola Washington	2/105ths
James E. Chapman	9/30ths
Anna Chapman (Widow of John W. Chapman)	9/30ths
Maggie Hall	2/15ths
Annie Shoultz	2/75ths
Julia Joyce Carroll	2/75ths
Margaret Joyce	2/75ths
Robert Joyce	2/75ths
Marion Torain	4/225ths
Leslie Bailey	1/225th

and are not susceptible of division in kind without loss or injury to the parties interested, and it would be to the benefit, advantage and interest of the parties hereto that the property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates.

IT IS THEREFORE, this 22nd day of March, 1960, by the Circuit Court for Anne Arundel County, In Equity, Ordered, that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 25th day of April, 1960, giving notice to the non-resident respondents, Robert Joyce and Marion Torain Williams, of the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 27th day of May, 1960, to show cause, if any they may have why a decree should not be granted as prayed herein; PROVIDED, HOWEVER, another mode of service may be that a copy of this Order may be personally served on such respondents one month before the day fixed for their appearance, which day herein fixed for their said appearance is the 27th day of May, 1960.

George T. Crandell
Clerk

LIBER 137 PAGE 10

JAMES E. CHAPMAN	*	IN THE CIRCUIT COURT
Complainant	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM GRAY, et al	*	IN EQUITY NO.
Respondents	*	13,697

* * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

James E. Chapman, being first duly sworn and on oath, deposes and says:

That he personally knows most of the Defendants herein and has made inquiry concerning the others and that from his personal knowledge and from information received, he is advised and believes and therefore avers that none of the Defendants in this case are in the military service.

James E. Chapman
James E. Chapman

SUBSCRIBED and SWORN to before me this 20th day of June, 1960.

Mildred P. Brice
Notary Public

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JAMES E. CHAPMAN	*	IN THE CIRCUIT COURT
Complainant	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM GRAY, et al	*	IN EQUITY NO.
Respondents	*	13,697

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings herein that the Defendants, Robert Joyce and Marion Torain Williams, both being non-residents, were duly served by substituted service with a copy of the bill of complaint and a copy of the order of publication.

And, it further appearing that the Defendants, William Gray, John Gray, Edward Gray, Eva Thomas, Gertrude Henson, Annie Gray Johnson, Viola Washington,Anne Chapman, Maggie Chapman Hall, Annie Joyce Shoultz, Julia Joyce Carroll, Margaret Joyce Robinson, and Leslie Bailey, all being residents, have been duly served as shown by the Sheriffs' returns filed herein, and that all of said parties have failed to appear in this Court either in person or by solicitor, or to file an answer herein within the time prescribed by law and rules of Court, it is thereupon, by the Circuit Court for Anne Arundel County, sitting in Equity, this 20th day of June 1960, ADJUDGED, ORDERED and DECREED that the Bill of Complaint be and the same hereby is taken pro confesso against the Defendants, Robert Joyce, Marion Torain Williams, William Gray, John Gray, Edward Gray, Eva Thomas, Gertrude Henson, Annie Gray Johnson, Viola Washington, Anna Chapman, Maggie Chapman Hall, Annie Joyce Shoultz, Julia Joyce Carroll, Margaret Joyce Robinson and Leslie Bailey.

Matthew J. Evans
JUDGE

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LIBER 137 PAGE 12

JAMES E. CHAPMAN	*	IN THE
Complainant	*	CIRCUIT COURT
VS	*	FOR
WILLIAM GRAY, etal	*	ANNE ARUNDEL COUNTY
Respondents	*	EQUITY #13,697

* * * * * * * * *

TESTIMONY ON BEHALF OF THE PLAINTIFF

November 3, 1960

Present:

Maurice Weidemeyer, Attorney for Plaintiff

Emanuel Klawans, Court Examiner

Mrs. Connie Tuers, Court Stenographer

Witnesses:

Clarence A. Remaley, pages 2 - 4

J. Norman Smith, pages 5 - 6

James E. Chapman, pages 6 7 - 16

Maggie Chapman Hall, pages 17 - 25

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Clarence A. Remaley, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Would you state your full name, please?

A. Clarence A. Remaley, 318 Main Street, Annapolis, Maryland.

2. What is your occupation?

A. Real Estate Broker.

3. Have you done appraising here in Anne Arundel County?

A. Yes, sir. I've been appraising for private individuals, banks, political sub-divisions as well as the federal government for a period of approximately 10 years.

4. Have you had occasion in the past few years to appraise or sell property in the Second District of Anne ArundelCounty in and near the community of Millersville?

A. Yes, I've been buying and selling property within a 10 and 15 mile radius which includes this area for the entire period.

5. And didyou have occasion,recently, to look at the Robert Chapman property?

A. Yes, sir, I did. On August 13, 1960 I made a physical examination of the property which consisted of approximately 2½ acres of ground improved with a four room dwelling. First, of all, I'd like to state that this property is North of the Old Baldwin Memorial Church, about one mile, there you then turn to the right off the main macadam

road onto a dirt road and you're about two tenths of a mile back off the road. I would say that would be east of the macadam goes north off Baldwin Church.

6. And what is the condition of the house?

A. The house is in very poor condition approximately estimated to be about 100 years of age more or less. The walls are not straight. What I'd like to say is that the house is in poor condition and several of the outside walls are leaning quite a bit. The property itself would be considered in very poor shape and wouldn't have too much value. It has four rooms, three chimneys, and I'm not so sure whether the chimneys are holding up the frames or the frames is holding up the chimneys.. There is electricity in the house. There is no-- there's an outdoor privy. There was no well and the water that they used for personal purposes is carried from the spring from an adjacent farm approximately a quarter of a mile away. The floor and the first story is right on the ground and there's some boards a on the thing and the top of these boards are linoleum. And this is directly on theground. And the heating is by two or three small space heaters, one in each one of the chimneys, small stove and I think is wood primarily is burned. Must be some coal is used.

7. Are there any fruit trees on the property?

A. There are some trees on the property but there again the trees have little or no value because they're old in years and they have never been taken care of.

8. Now did you arrive at what you considered a fair and reasonable sales price for this property?

A. I would say that most of the value would be in the ground. The ground and the house together would have the value of somewhere in my opinion $800 to $1,000.

9. With this property belonging to numerous persons, is this property susceptible of division in kind?

A. There is no way that I know of that the property could be divided on an equal basis and the only thing that could be done in a case like this where you have a lot of heirs would be to sell the property and divide the proceeds.

(Mr. Klawans)

10. Is there anything else you can tell us?

A. I could state that that road -- a better description of the road -- that road that goes north from the Baldwin Memorial Church is known as the Indian Landing Road. You go north of that about one mile. This would be north one mile and then this house sits to the right about two tenths of a mile off the macadam road on the dirt road. It goes to one property. This property ends in a dead end.

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 . . . . . Alma G. Lumsden.

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J. Norman Smith, a witness of lawful age having been duly sworn, depos es and says:

(Mr. Weidemeyer)

1. Would you state your full name, please?

A.= J. Norman Smith, 16 Maryland Avenue.

2. What is your occupation, Mr. Smith?

A. Real Estate Broker.

3. How long have you been in -- engaged as a real estate broker?

A. Oh, about ten years.

4. And prior to that were you active in buying and selling real estate?

A. Oh, yes, most all my life, you might say. Most all my adult life.

5. Have you had occasion to sell or appraise properties in the Second District of Anne Arundel County in the vicinity of Millersville?

A. Yes.

6. And in August did you together with Mr. Remaley and myself go to view the property in the Robert Chapman Estate?

A. Yes, I did.

7. And would you state where that is located?

A. Well, it's off Indian Landing Road about half a mile north of the Generals Highway and it's about, oh, three-quarters of a mile or more off the to the east of the Indian Landing Road.

8. And can you state about the size of the tract?

A. About two and a half acres.

9. And is that property improved?

A. Well, it has an old dwelling. Very old and in very poor condition.

10. Did you go in the house?

A. Well, yes.

11. How many rooms does it have?

A. It has four rooms and three chimneys, I recall, and the property generally is in very poor condition.

12. Did you notice anything other than the land on the old building of an particular value there?

A. No, there's nothing of any particular value except the land and what little value might be placed on the building.

13. And after viewing this property did you arrive at an opinion as to what you consider the fair and reasonable market value of the property?

A. Well, the figure that is reasonable market value would be not more than a thousand dollars for the whole property.

14. Possible that it might bring a little more?

A. I doubt it.

15. After seeing this property and knowing that there are numerous parties interested in the property, would you say that this property is susceptible of division in kind with fairness to all?

A. With numerous heirs, I doubt it could be divided. That is so that it would be fair to all.

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answer. No

Answer. . . . . .

Signature R. Norman Smith . . . . . .

James E. Chapman, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Now, your full name is,what's your full name?

A. James E. Chapman.

2. Where do you live?

A. 51 Spa Road.

3. Is that in Annapolis?

A. Yes, sir.

4. Now what was your father's name?

A. Robert Chapman.

5. What was your mother's name?

A. Julia Chapman.

6. And did your father, when he was living, did he buy a piece of land up in the Second District at Millersville?

A. Not in Millersville, no, sir. Down Cross Roads, down by the crossroads by the church, down the road about a half a mile from where the church down.

7. That's off Indian Landing Road, is it?

A. Yes, right off Indian Landing Road.

8. About how far off Indian Landing Road?

A. Well, I think, there's some general discussion about it- I don't think it's over a quarter of a mile from Indian Landing Road.

9. Think about a quarter of a mile down the road?

A. Yes, sir, about quarter of a mile.

10. Little land going back to it?

A. Oh, yes, yes.

11. Who did your father buy that from?

A. From Amos Garrett, my grandfather.

12. Do you know what year that was?

A. No, I wasn't born.

13. Oh, that was before you were born?

A. Yes, sir.

14. What year were you born?

A. I couldn't tell you -- 18--, I'm 82 years old now, you can figure that up, Mr. Weidemeyer.

15. Now, is this the copy of the deed from Amos Garrett.

Weidemeyer: We'd like to file in the record deed from Amos Garrett, Grantor and Rignal D. Woodard, Mortgagee, to Robert Chapman, dated SEptember 24, 1869 and recorded in S.H. 4 folio 285.

(FILED AS EXAMINER'S EXHIBIT #1)

16. Now, at the time your father died, he left your mother Julia, his widow, didn't he?

A. Yes, sir.

17. And six children?

A. No, there weren't anymore than four children, when my mother died.

18. Now, when did Robert Chapman, your father, die?

A. Wasn't that between 1900 and 1910?

A. Probably so, sir, I know it was shortly after I got Married. I think about six months after I got married he died.

19. What year did you get married?

A. I couldn't tell you that to save my life. You count

20. 82 years back, I got married 23 years old.

20. Twenty-three?

A. Yes, I was twenty-three.

21. And you're 82 now?

A. Yes, sir.

22. So that shortly after you got married your father died?

A. Yes, sir.

23. Now, didn't Ben Chapman, your brother, die just after your father?

A. Yes, sir.

24. Now, your brother Ben never was married, never had any children, did he?

A. No, never married, never had any children, no, sir.

25. Now, your mother, Julia, did she ever get married after your father died?

A. No, sir.

26. Now, your father didn't leave a will, did he?

A. No, to my knowing, no, sir.

27. But he left this two acre piece of property out there and your house didn't he?

A. Yes, sir.

28. Now, he left, you had a sister Lucy and your brother Benjamin?

A. Yes, sir.

29. And your name James Edward -- your full name, isn't it James Edward?

A. Yes, sir, James E. Chapman.

30. And your brother John W. Chapman?

A. Yes, sir.

31. And Maggie Chapman?

A. yes, sir, right there.

32. And Janie Chapman?

A. Yes, sir.

33. Now, that was all the widow and -- that was the widow and all the children, wasn't it, that was left when he died?

A. Janie wasn't living when my mother died.

34. Yeah, but Janie was living when your father died?

A. Yeah, when my father died.

(Mr. Klawans)

35. He didn't have any other children, did he?

A. No, that's all.

(Mr. Weidemeyer)

36. That was all that was living. Now were there other

that was born and died before they became of age?

A. Oh, yes, no, two, my brother Ben and Janie -- my brother Benjamin when he died and Janie when she died was at age all the others were under age.

37. When your father died there was/living and Benjamin and yourself and John and Maggie and Janie?

A. That's right.

38. And that was all that was living?

A. Yes, sir.

39. And any others that had died, they died before they ever got old enough to get married?

A. That's right.

40. Now Lucy Chapman, she married Charles Gray, didn't she?

A. Yes, sir.

41. And Charles Gray died in 1939?

A. I imagine so.

42. About that year?

A. I guess so.

43. And Lucy died without a will about 1955, didn't she?

A. Yes, sir.

44. Now, Lucy, your sister, Lucy, left several children didn't she?

A. Yes, sir, quite a few, five or six, I believe.

45. Seven of them, in fact, wasn't it?

A. Yes, about seven.

46. I'm going to read you the names of Lucy's children. William Gray, of Millersville;

A. Yes, sir.

47. John Gray, Millersville?

A. Yes, sir.

48. Edward Gray, Millersville?

A. Yes , sir.

49. Eva Thomas, Millersville. Eva Thomas living in the old house now, is she?

A. That's right, sir.

50. And Gertrude Henson, Millersville. Annie Gray Johnson at Millersville, at Larkin Street, Annapolis, correction. And Viola Washington of Shaw Street.

A. That's correct.

51. Now, everyone of Lucy's children is more than twenty years of age?

A. Oh, yes, sir.

52. And that's all of Lucy's children?

A.Y Yes, sir.

53. Now, your brother Benjamin died without ever getting married, didn't he?

A. That's right, sir.

54. And he never left any will, did he?

A. No, sir.

55. And he died about -- after your father did?

A. Yes.

56. About 1910?

A. Yes.

57. And your name James Edward Chapman, you married Latita Chapman?

A. That's true.

58. And you live at 51 Spa Road, Annapolis?

A. Yes, at the present time, yes.

59. And your wife is still living?

A. Yes.

60. And you don't have any children, do you?

A. No, sir.

61. Now, your brother, John W. Chapman, who did he marry?

A. Anna Reed, she was Anna Reed before she got married.

62. And he died without a will, didn't he?

A. I imagine, I don't know. Didn't have a will on this property.

63. About 1956 he died?

A. I guess so.

64. His wife, Anna, still living, isn't she, a widow?

A. Yes, sir.

65. And he didn't have any children, did he?

A. No, sir.

66. Now, your sister, Maggie, she's here today, isn't she?

A. Yes, sir.

67. She married Thomas Hall, didn't she?

A. Yes, sir.

68. And is Thomas Hall dead?

A. Yes, sir.

69. Now, your sister Janie, she married Columbus Joyce, didn't she? And Columbus Joyce died without a will, didn't he, about 1948?

A. I imagine, been living in Annapolis ever since that time.

70. Now, Janie Chapman, died about 1945, didn't she?

A. I imagine so.

71. Now, Janie had five children, didn't she?

A. Yes, sir.

72. And her five children were Annie Joyce Shoultz in Baltimore?

A. Yes, sir.

73. And Julia Joyce Carroll?

A. Yes, sir.

74. And Margaret Joyce Robinson?

A. Yes, sir.

75. And Robert Joyce in Richmond?

A. Yes, sir.

76. And Grace Joyce Bailey?

A. Yes, sir.

77. She was living when Janie died, wasn't she?

A. Yes, sir.

78. Now, since Janie died, her daughter, Grace Joyce Bailey, has died hasn't she?

A. Yes, sir.

79. And Grace Joyce Bailey's second husband,Leslie Bailey, he's living up in Ijamsville, in Frederick County?

A. Yes.

80. Now, Grace has a daughter by her first marriage, doesn't she?

A. Yes, sir.

81. Marion Torain Williams?

A. Yes, sir.

82. Who lives over in Washington?

A. Yes, sir.

83. Now, Julia, your mother, left a Last Will and Testament, didn't she?

A. Yes, sir.

84. Did yourmother leave a Last Will?

A. Yes, I guess, I don't know, my sister never said.

85. And that will was recorded in Liber OBD Book No. 4, folio 567. And she left all of her one-third interest in the property to your sister, Julia,.No,Lucy for life?

A. Yes, her lifetime.

86. And after Lucy's death to you and your brother, John?

A. Correct, sir.

87. And then by her will she left $50 each to Maggie Hall Chapman -- Maggie Chapman Hall and Janie Joyce?

A. Yeah, she died.

88. Now, did Maggie Chapman Hall and Janie Joyce ever get

that $50 from your mother's will?

A. No, sir.

Weidemeyer: We ask permission to file with the testimony a certified copy of the Will of Julia Chapman as same as recorded in Liber O.B.D. Book No. 4, folio 567, of the records of the Orphan's Court of Anne Arundel County.

89. Now, as far as you know , that is all of the children living of Robert Chapman?

A. Yes, sir.

90. And all of the children of your brothers and sisters who have passed away?

A. Yes, sir.

(Mr. Klawans)

91. And all of them are more than twenty-one years of age?

(Mr. Weidemeyer)

92. Are all of the over twenty-one years of age?

A. All my sisters and brothers children ?

93. All the people in the case are over twenty-one years of age?

A. I think so, sir, as far as I know.

94. If I read you the names and you tell me if they're are over twenty-one years of age. William Gray, John Gray, Edward Gray, Eva Thomas, Gertrude Henson, Annie Gray Johnson, Viola Washington, Anna Chapman, Maggie Chapman Hall, Annie Joyce Shoultz, Julia Joyce Carroll,

Margaret Joyce Robinson, Robert Joyce, Marion Torain Williams, and Leslie Bailey?

A. Yes, sir, all of them is over twenty-one.

95. And you filed this case to get this property sold didn't you?

A. Yes, sir.

96. And you believe it's for the best interest to sell/t his property and divide the proceeds?

A. Yes, sir.

97. And that's your wish?

A. Yes, sir.

98. Do you think that this property could be divided up so each one could get a little chunk of land?

A. No, I hardly think so. I think you couldn't divide it amongst about four head.

99. Couldn't divide it up among all of them?

A. No, I don't think so.

100. Have to sell it?

A. Yes.

101. Nothing further you want to say about it?

A. I don't think so, Mr. Weidemeyer, I hope yuu do the best you can by it.

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 James B. Chapman . . . . . .

Maggie Chapman Hall, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Now, your name is Maggie Chapman Hall?

A. Yes, sir.

2. And you live on Indian Landing Road?

A. Yes, sir.

3. You live right out on the road, don't you?

A. Yes, sir, I do.

4. Now, your father's name was Robert Chapman?

A. Yes, sir.

5. And your mother's name was Julia Chapman?

A. Yes, sir.

6. And doyou recall when your father -- did you know that your father owned a piece of land in -- near Millersville off the Indian Landing Road?

A. Yes, I did, sir.

7. About how large a piece of land was that?

A. Well, from my judgment, I would say about two and a half acres.

8. Have a house on it?

A. Yes, sir, four rooms.

9. Is that house standing today?

A. Oh, yes, only added on, I think.

10. Is the house in good condition?

A. Not too good, I guess not. But the family are living in it.

11. You desire that that property be sold? You want the

property sold?

A. Yes.

12. You were one of the Defendants in the case, one of the brothers and sisters, the children?

A. Yes, I am.

13. And you want the property sold and the proceeds divided?

A. Yes, sir.

14. And you want to receive your share?

A. Yes, sir.

15. Now, do you recall when your father died? What year was it your father died?

A. Well, my brother had just got married and he's 80 some years old and hewas about 21 then-- 23 from-- be more than fifty years ago. It's been more than fifty years we know.

16. And your mother, Julia, was living when he died?

A. Oh, yes, sir.

17. And your sister, Lucy, was living?

A. Yes, sir.

18. And brother, Benjamin, was living?

A. No,--

19. No, I'm talking about Julia, when your mother died?

A. No, he had died, he had died.

20. Yeah, but when your father died Ben was living. Now, I'm talking about the time your father died, your mother was still living?

A. Yes.

21. And you were living?

A.q Yes, sir.

22. And sister, Lucy?

A. Yes, sir.

23. And your brother, Benjamin? Now, at the time your father died your mother, Lucy,, survived him?

A. Yes, sir.

24. And your mother Julia; I mean, Julia, Your mother Julia?

A. Yes, oh yes. She was living, left her, yes, sir.

25. And six children?

A. And six children.

26. Lucy, Benjamin, James Edward, John W. and Maggie and Janie?

A. Yes, sir.

27. Now, your sister, Lucy married Charles Gray, didn't she?

A. Yes, sir.

28. And Charles Gray died in 1939?

A. About that.

29. And then your sister, Lucy, died about 1955?

A. Yes,

30. Do you know whether Lucy, your sister, Lucy left a Will?

A. No, I do not.

31. Now, when Lucy died, your sister, Lucy, she left seven children, didn't she?

A. I guess about seven.

32 Now, I'm going to read this list to you, and ask you if this is all the children of Lucy: William Gray,

John Gray, Edward Gray, Eva Thomas, Gretrude Henson, Annie Gray Johnson and Viola Washington?

A. That's all the seven that she left, that's all.

32. Now, getting back to your mother, she lived on the property after he died, didn't she?

A. Yes, sir.

33. Did your mother, Julia, leave a will when she died?

A. Yes, yes, sir.

34. And that's the will that was the two daughters was left $50 each and the land would go to your two brothers?

A. Yes.

35. But now your mother had a third interest in the land after your father died, didn't she?

A. I guess so.

36. And she continued to live there?

A. Oh, yes.

37. And your sister Lucy, by your mother's will, was given a life interest?

A. That's right, sir.

38. In her one-third her -- in your mother's one-third?

A. Yes, sir.

39, Did Lucy continue to live there at the property?

A. Oh, yes, sir.

40. And she died about 1955?

A. Yes, sir.

41. Now, your brother Benjamin, he died about 1910? Didn't he?

A. I think about that.

42. About fifty years ago?

A. Yes.

43. And your brother, Benjamin, was never married?

A. Oh, no, sir.

44. And brother, James Edward, is here today?

A. Yes, sir.

45. And he's married to Latita Chapman and they live out on Spa Road?

A. Yes, sir.

46. And they don't have any children?

A. No, sir.

47. And your brother John W. Chapman, he was married to Anna Chapman?

A. Anna Reed she was.

48. She was Anna Reed, her maiden name was Anna Reed?

A. Yes, sir.

49. And is John Chapman dead?

A. Oh, yes, sir.

50. About when did he die? 1956?

A. Yes, sir.

51. And he didn't leave a will, did he?

A Not that I know of. I never heard of it.

52. And his widow, Anna, is living at 24 Lafayette Avenue.

53. Now, you're Maggie Chapman Hall and you married Thomas Hall, didn't you?

A. Yes, sir.

54. And he's passed away?

A. Yes, sir.

55. How long has he been dead?

A. Four years.

56. You have several children don't you?

A. Yes, sir. Yes, I do.

57. How many children do you have?

A. I have six - four girls and two boys.

58. Four girls and two boys?

A. Yes.

59. Are they all living?

A. Yes.

60. All of age?

A. Yes.

61. Now, your sister, Janie, she married Columbus Joyce?

A. Yes, sir.

62. And Columbus Joyce died about 1948, didn't he?

A. I think so.

63. And your sister, Janie, died without a will about 1945, didn't she.

A. Yes, about that.

64. Now the children of Janie Chapman and Columbus Joyce were five children, weren't there?

A. They had five children, yes.

65. Now, I'm gonna read you the names and will you tell me whether this is all of Janie's children.

A. All right, sir.

66. Annie Joyce Shoutlz, in Baltimore; Julia Joyce Carroll, Margaret Joyce Robinson, Robert Joyce, and Grace Joyce Bailey?

A. Yes, sir.

67. Now, all of those children of Janie's are living except Grace aren't they?

A. Yes, sir.

68. Now, Grace died about 1958?

A. Yes, sir.

69. About three years ago, didn't she?

A. Yes.

70. And she left her husband, didn't she?

A. Yes, sir.

71. Leslie Bailey?

A. Yes, sir.

72. She left a daughter, didn't she, Marion Torain Williams?

A. Yes, she did.

73. All of the people that I have mentioned and all of your brothers and sisters who are still living and all of their children and grandchildren that are involved in this case all of them are over twenty-one years of age, adults, aren't they?

A. Yes, sir.

74, And as far as you know -- I'm going to read you these names : James E. Chapman, William Gray, John Gray, Edward Gray, Eva Thomas, Gretrude Henson, Annie Gray Johnson, Viola Washington, Anna Chapman, Maggie Chapman Hall, Annie Joyce Shoultz, Julia Joyce Carroll, Margaret Joyce Robinson, Robert Joyce, Marion Torian Williams and Leslie Bailey, that constitutes all of the heirs of this property and all of them are over twenty-one years of age?

A. So far as I know, to my knowledge.

75. Now, do you wish this property to be sold as soon as possible and theproceeds divided?

A. Well, I guess so, if they can't divide it. My brothers say they don't think it can be divided. It couldn't be divided. It could not be divided into so many heirs. The best thing to do is to sell it and divide the money. That's the only thing, I wish my niece would buy it.

76. That's the only thing further you have to say.

A. No, sir, that's my greatest preference, I wish she could buy it.

77. I want to ask you this. You and Janie never got the $50 from your mother's will, didyou?

A. No, sir.

78. I might ask you this further question. All the people that are mentioned here, your brothers and sisters. and

their children, as far as you know, known of them are in the army or the navy of the Unites States, are they?

A. Not, that I know of.

79. You don't know of any of them being in the service?

A. No, I do not.

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 Margaret T. Hill. . . . .

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 13th day of December, 1960.

Emanuel Klawans, Examiner (SEAL)

E.K. $10.00

C.T. $25.00 Pd ct

SH 4-285

LIBER 137 PAGE 43

U. S. Int. Rev. 50¢ Stamp
R.D.W. 24th. Sept. 1896.

This Deed made this 24th. day of September, in the year eighteen hundred and sixty nine by us Amos Garrott, Grantor and Rignal D. Woodward, Mortgagee, of Anne Arundel County in the State of Maryland.

Witnesseth that in consideration of sixty dollars current money, The said parties of the first part do grant, bargain, sell and convey unto Robert Chapman his heirs and assigns forever in fee, all that part of a tract of land situated in Anne Arundel County called Lancaster Plains which is described in a certificate of survey made by I. Randolph Woodward, Esquire on the 16th. day of September, 1869, as follows

Beginning for the second lot at a stone planted at the end of the 4th. line of Lot. No. 1 and running reverse said line north 40-30 East 20 ps to a stone planted on the north side of a gutter, thence north 43 30 West 16 ps to a stone thence south 40 30 West 20 ps. to a stone planted in one of the outlines thence bounding thereon South 43-30 East 16 ps. to the beginning containing two acres of land more or less.

To Have and to Hold the same with every the buildings and appurtenances unto the said Robert Chapmanhis heirs and assigns forever. In testimony whereof the said Amos Garrott Grantor and Rignal D. Woodward Mortgagee have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered in the presence of Robert F. Dodson.

his
Amos (X) Garrott (Seal)
Mark

R. D. Woodward (Seal)

State of Maryland, Anne Arundel County, sct:

I hereby certify, that on this 24th day of September in the year eighteen hundred and sixty nine before the subscriber a Justice of the peace of the state of Maryland, in and for Anne

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1960 MAR 21 AM 9:32

Plaintiff's Exhibit No. 1

Examiner's Exh-1 E/Chapman-Examiner

13.697 Ex
Chapman-Gray
43

Arundel County personally appeared Amos Garrott and Rignal D. Woodward and acknowledged the foregoing deed their joint and several act.

Certified By. Robt. F. Dodson, J.P.

Recorded 28th. day of February, 1870.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber S.H. No. 4, folio 285, 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 6th. day of November, 1957, A.D.

George T. Cromwell, Clerk. C.C.

George T. Cromwell, Clerk

LIBER 137 PAGE 45

IN THE NAME OF GOD, AMEN.

I, Julia Chapman, widow of Robert Chapman, of Anne Arundel County, State of Maryland, being of sound and disposing mind, do make, declare, and publish this to be my last Will and Testament as follows:

I give and devise my property at Waterbury, near Indian Landing, Anne Arundel County, Maryland, to my daughter, Lucy Grey, for and during the term of her natural life, and at her death to and unto my sons James E. Chapman, and John W. Chapman, share and share alike, and in the event that my two sons do not survive Lucy Grey that the interest that such sons would have received under this Last Will and Testament shall go to such heirs at law of said sons as may survive. I further bequeath and devise to my daughters, Maggie Hall, wife of Thomas Hall, and Janie Joyce, wife of Columbus Joyce, the sum of FIFTY DOLLARS, ($50.00) each.

I hereby nominate, constitute and appoint my son James E. Chapman, Executor of this my last Will and Testament without bond.

In Testimony whereof I have hereunto set my hand and seal this first day of ~~April~~ August, 1929.

Julia x Chapman (Seal)

Witnesses to
Julia Chapman
E. H. Joyce
M. F. Bennett

13,697 Eq
Chapman Gray
Examiner's Exh. 2
E. Clowans Examiner

FILED
1960 DEC 13 PM 3:27

We, the undersigned, do hereby certify that we did see the Testator, Julia Chapman, sign her name to the above Last Will and Testament, and her request, in her presence, and in the presence of each other, we have hereto set out hands as witnesses this first day of August, in the year 1929.

E. D. Joyce

Wm. L. Burnett

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Julia Chapman *late of said County deceased taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 4th *day of* November *in the year of our Lord, nineteen hundred and* sixty

George M. Nutwell

Register of Wills for Anne Arundel County

47

46

JAMES. E. CHAPMAN,	:	IN THE CIRCUIT COURT FOR
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WILLIAM GRAY, et al.,	:	No. 13,697
Respondents	:	
	:	

DECREE

This cause standing ready for hearing and being submitted, the Bill, and all other proceedings were by the Court read and considered. It is thereupon this 6th day of January, 1961, by the Circuit Court for Anne Arundel County, sitting in Equity,

ADJUDGED, ORDERED and DECREED, that the real estate in these proceedings be sold; that C. Maurice Weidemeyer be and he is hereby appointed Trustee, to make such sale, and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of one thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County and such other notice as he may think proper, of the time,

place, manner and terms of sale, which terms shall be as follows:

Ten percent (10%) of the purchase money to be paid in cash on the day of sale, the balance to be paid upon final ratification of such sale by this Court and bearing interest from the date of sale to date of settlement, or all cash on the date of sale at the option of the purchaser or purchasers, and if not sold at public sale on the day so advertised, the Trustee shall then proceed to make a sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

AND as soon as may be convenient after any such sale or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed, and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said Trustee, by a good and sufficient deed to be executed, acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property to him, her or them sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

AND the said Trustee shall bring into this Court the money arising from such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such Attorney's fee and commission to the said Trustee, as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Matthew S. Evans
Judge

49

G 22056

LIBER 137 PAGE 49
LIBER 10 PAGE 482

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 13,697

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, C. MAURICE WEIDEMEYER, **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** ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) --------- **, current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.**

SEALED with our seals and dated this 20th **day of** January **, 19** 61.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled James E. Chapman vs. William Gray, etal, No. 13,697 EQUITY, ---------- **dated** January 6, 1961, the said C. Maurice Weidemeyer, ---------- **was appointed Trustee to make sale of the property described in said proceedings, and the said** C. Maurice Weidemeyer ---------- **is about to execute said power and make sale of the property described in said proceedings.**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

C. Maurice Weidemeyer (Seal)
C. Maurice Weidemeyer - **PRINCIPAL**

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

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

FILED
1961 JAN 20

50

13,697

Trustee's Sale

OF VALUABLE REAL ESTATE IN FEE SIMPLE

SITUATE TO THE EAST OF THE EAST SIDE OF INDIAN LANDING ROAD

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County, the undersigned, as Trustee, will offer for sale at public auction at the Court House Door, on

WEDNESDAY, MARCH 8, 1961 at 10:00 A.M.

two acres of land, more or less, improved by an old dwelling house in very poor condition, being the same property which was conveyed unto Robert Chapman by Amos Garrott, by deed dated February 28, 1870 and recorded among the Land Records of Anne Arundel County in Liber S.H. 4, folio 285.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on the day of sale, balance to be paid in 30 days. Trustee reserves the right to reject any and all bids. Taxes to be adjusted as of the day of the sale. Cost of Federal and State revenue stamps to be paid by purchaser. For further particulars, apply:

C. MAURICE WEIDEMEYER,
Trustee
236 Main Street
Annapolis, Maryland M-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 50

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 1961

We hereby certify, that the annexed Trustee's Sale

Robert Chapman

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 March, 1961. The first insertion being made the 9th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 19456 1961 MAR -3 PM 3:[illegible] By H. Tilghman

51

EXHIBIT "A"

LIBER 137 PAGE 51

ROBERT H. CAMPBELL - - - - Auctioneer

TRUSTEE'S SALE

OF VALUABLE

REAL ESTATE IN FEE SIMPLE

SITUATE TO THE EAST OF THE EAST SIDE OF INDIAN LANDING ROAD

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County, the undersigned, as Trustee, will offer for sale at public auction at the Court House Door, on

WEDNESDAY, MARCH 8, 1961

at 10:00 A.M.

two acres of land, more or less, improved by an old dwelling house in very poor condition, being the same property which was conveyed unto Robert Chapman by Amos Garrott, by deed dated February 28, 1870 and recorded among the Land Records of Anne Arundel County in Liber S.H. 4, folio 285.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on the day of the sale, balance to be paid in 30 days.

Trustee reserves the right to reject any and all bids.

Taxes to be adjusted as of the day of the sale.

Cost of Federal and State revenue stamps to be paid by purchaser.

For further particulars, apply:

C. MAURICE WEIDEMEYER,
Trustee
236 Main Street
Annapolis, Maryland

ISSU[illegible] 11 [illegible]

CERTIFICATE OF AUCTIONEER LIBER 137 PAGE 52

I HEREBY CERTIFY that on this 8th day of March, 1961, at 10:00 A.M., at the Court House door, I sold at Public Auction the property described on the reverse side hereof to Louise S. Joyce

at and for the price of $1375.00, She/~~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
Robert H. Campbell, Auctioneer

I/~~we~~, the undersigned, having purchased the property described on the reverse side hereof, at and for the amount of $1375.00 herewith deposit the sum of $300.00, and agree to be bound by the terms of said sale as shown on the reverse side hereof.

Fletcher S. Joyce
agent for Louise S. Joyce

Date March 8, 1961

Received of Fletcher S. Joyce, Agent for Louise S. Joyce

the sum of $300.00 as deposit on above sale.

C. Maurice Weidemeyer, Trustee
C. Maurice Weidemeyer

FILED
1961 MAR 11 AM 9:56

53

JAMES E. CHAPMAN,	:	IN THE CIRCUIT COURT FOR
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WILLIAM GRAY, et al.,	:	No. 13,697
Respondents	:	
	:	

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of C. Maurice Weidemeyer, Trustee appointed in this cause to make sale of the real estate herein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland, and on the property, as well as handbills mailed out to all parties to this suit, as well as to the other people and other handbills circulated in said Anne Arundel County, said newspaper advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door in the City of Annapolis on Wednesday, March 8, 1961, at 10:00 A.M., the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

All that tract of land situate to the east of the east side of Indian Landing Road, containing two acres of land, more or less, improved by an old dwelling house in very poor condition,

being the same property which was conveyed unto Robert Chapman by Amos Garrott, by deed dated February 28, 1870, and recorded among the Land Records of Anne Arundel County in Liber S.H.4, folio 285.

Said property was then and there sold as aforesaid at the Court House Door to Louise S. Joyce for the sum of $1,375.00, she being the highest of several bidders for the property, of which amount your Trustee has received as deposit the sum of $300.00.

And your Trustee files herewith a copy of the handbill, on the reverse side of which is contained the Auctioneer's certificate, the purchaser's agreement, and the receipt of the Trustee for the deposit, all of which is filed herewith and attached hereto, and marked "Exhibit A".

Your Trustee reports that the price obtained for the property is a very good one, is considerably in excess of the appraised value, and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 10th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. MAURICE WEIDEMEYER, Trustee, 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

55

ORDER NISI

JAMES E. CHAPMAN

versus

WILLIAM GRAY, et al

IN THE LIBER 137 PAGE 55

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,697 Equity

Ordered, this 11th day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, Trustee

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

The report states that the amount of sale was $ 1,375.00

True Copy,

George T Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

JAMES E. CHAPMAN

versus

WILLIAM GRAY, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 6th day of February, 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.

Matthew S. Evans JUDGE.

FILED

1962 FEB -6 PM 4:24

JAMES E. CHAPMAN,	:	IN THE CIRCUIT COURT FOR
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	
		IN EQUITY
WILLIAM GRAY, et al.,	:	
		No. 13,697
Respondents	:	
	:	

TRUSTEE'S PETITION TO PROVIDE NOTICE TO CREDITORS IN TRUSTEE SALE AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

C. Maurice Weidemeyer, Court appointed Trustee to make sale in the above captioned complaint for partition, represents as follows:

1. That on March 16, 1960, James E. Chapman, by his attorney, C. Maurice Weidemeyer, filed a complaint for partition of a tract of land situate in the Second Election District of Anne Arundel County.

2. That on January 6, 1961, this Honorable Court decreed that the real estate be sold and appointed your Orator trustee to make such sale.

3. That in accordance with said decree, your Orator sold said real estate to one Louise S. Joyce, on March 8, 1961.

4. That certain parties in interest as to said complaint for partition, namely, Lucy Chapman Gray, John W. Chapman, Grace Joyce Bailey and Robert Joyce, who died during the pendency of this suit, have been dead less than twelve years, and in accordance with Art. 93, Sec. 124 of the Annotated Code of Maryland (1957 Edition), it shall be necessary for your Orator and Trustee herein, to give at least ninety (90) days notice to creditors as to the aforementioned parties.

TO THE END THEREFORE:

1. That this Court pass an order permitting your Orator and Trustee herein, to give appropriate notice to creditors, as to the aforementioned parties.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Trustee
236 Main St., Annapolis, Md.
Colonial 3-3957

ORDER OF COURT

Upon consideration of the aforegoing Petition of C. Maurice Weidemeyer, Trustee, it is by the Circuit Court for Anne Arundel County, in Equity, this 10th day of April, 1961,

ORDERED that C. Maurice Weidemeyer, Trustee in the above captioned cause, give at least ninety (90) days notice to Creditors as to the parties Lucy Chapman Gray, John W. Chapman, Grace Joyce Bailey and Robert Joyce.

Matthew S. Evans
Judge

FILED

1961 APR 10 PM 2:06

LIBER 137 PAGE 58

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,697 Equity
JAMES E. CHAPMAN
versus
WILLIAM GRAY, et al.,

Ordered this 11th day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

The report states that the amount of sale was $1,375.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,697
William Gray

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of April, 1961. The first insertion being made the 16th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 19942

FILED
1961 APR 13 PM 3:39

By H. Tilghman

54

LIBER 137 PAGE 59

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY
NO. 13,697
JAMES E. CHAPMAN,
Complainant
vs.
WILLIAM GRAY, et al.,
Respondents

Notice To Creditors

This is to give notice under the provisions of Sec. 124, Art. 93, Annotated Code of Maryland, that the subscriber was appointed Trustee in proceedings No. 13,697, Equity, Circuit Court for Anne Arundel County, State of Maryland, by virtue of an order dated January 6, 1961, that certain interests in the real estate for which partition by sale was sought, were owned by Lucy Chapman Gray, John W. Chapman, Grace Joyce Bailey and Robert Joyce, all now deceased. All persons having claims against the said deceased persons are warned to exhibit the same, with the vouchers thereof, legally authenticated, to the subscriber, on or before the 13th day of July, 1961, next; they may otherwise, by law, be excluded from all benefit of the estates of said decedents.

Given under my hand this 10th day of April, 1961.

C. MAURICE WEIDEMEYER,
Trustee
236 Main Street, Annapolis, Md.
COlonial 3-3957
M-4

No. M. G. 20193

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961.

We hereby certify, that the annexed Notice to Creditors-Eq. 13,697 William Gray

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of July, 1961. The first insertion being made the 13th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY 8 PM 3:56

By Virgie Tate

In the Case of

James E. Chapman

vs.

William Gray,

et al

In the

Circuit Court

For

Anne Arundel County

No. 13,697 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. Jackling
Auditor.

March 1, 1962

FILED
1962 MAR -1 PM 3:24

In the Case of

In the

Dr. James E. Chapman vs. William Gray, et al in ac.

To Trustee for Commissions, viz:	72	13	72	13
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	113	50		
Jos. W. Alton, Jr. - Sheriff's costs	13	05		
Jos. C. Deegan - Sheriff's costs	10	05		
H. M. Alexander - Sheriff's costs	2	05		
Emanuel Klawans - Examiner's fee	10	00		
Connie Tuers - Stenographer's fee	25	00		
Auditor - stating this account	31	50		
			225	15
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - notice to creditors	20	00		
Speer Publications, Inc. - handbills	15	74		
Globe Indemnity Co. - 1961 and 1962 bond premiums	20	00		
Robert H. Campbell - auctioneer's fee	35	00		
C. A. Remaley - appraisal and testimony	15	00		
J. Norman Smith - appraisal and testimony	15	00		
U.S. Marshall, Washington, D. C. - service on Marian T. Williams	2	50		
Sheriff of Richmond, Va. - service on Robert Joyce	6	00		
Register of Wills - certified copy of Will of Julia Chapman	3	75		
Mildred P. Brice - notary fees	1	00		
Mary Harrison - notary fees	1	00		
			133	51
BALANCE FOR DISTRIBUTION - $893.77				
Distributed to the heirs at law of Robert Chapman, who died, intestate, between 1900 and 1910, and the devisees of Julia Chapman, his widow, who died in October, 1930, viz:				
(1) To Maggie Hall, daughter	50	00		
(2) To Children and Heirs at law of Janie Joyce, daughter, who died, intestate, about 1945:				
I. To Anna J. Schoultz, daughter - 1/5 of $50.00	10	00		
II. To Julia J. Carroll, daughter - 1/5 of $50.00	10	00		
III. To Margaret J. Robinson, daughter - 1/5 of $50.00	10	00		
IV. To Robert Joyce, son - 1/5 of $50.00	10	00		
V. To Leslie Bailey, Widower of Grace J. Bailey - 1/15	3	33		
VI. To Marian T. Williams, daughter of Grace J. Bailey - 2/15	6	67		

NET BALANCE FOR DISTRIBUTION - $798.77

Distributed as follows:

(1) To James E. Chapman, son - One-half of $199.59 as devisee of Julia Chapman	$ 99.79			
One-fifthof $599.18 from Robert Chapman	119.84	219	63	
(2) To Anna Chapman, Widow of John W. Chapman, son, who died, intestate, in 1956 - One-half of $199.59 as devisee of Julia Chapman	$ 99.80			
One-fifth of $599.18 from Robert Chapman	119.83	219	63	
(3) To Maggie Hall, daughter - One-fifth of $519.18		119	83	
(4) To Children of Lucy C. Gray, daughter, who died, intestate, in 1955, viz:				
I. William Gray, son - 1/35 of $599.18		17	12	
II. John Gray, son - 1/35 of $599.18		17	12	
III. Edward Gray, son - 1/35 of $599.18		17	12	
IV. Eva Thomas, daughter - 1/35 of $599.18		17	12	
V. Gertrude Henson, daughter - 1/35 of $599.18		17	12	
VI. Annie Johnson, daughter - 1/35 of $599.18		17	12	
VII. Viola Washington, daughter - 1/35 of $599.18		17	12	
(5) To Heirs at Law of Janie C. Joyce, daughter, who died, intestate, about 1945, viz:				
I. Annie J. Schoultz, daughter - 1/25 of $599.18		23	97	
II. Julia J. Carroll, daughter - 1/25 of $599.18		23	97	
III. Margaret J. Robinson, daughter- 1/25 of $599.18		23	97	
IV. Robert Joyce, son - 1/25 of $599.18		23	97	
V. Heirs at Law of Grace J. Bailey, daughter, who died, intestate, about 1958, viz:				
A. Leslie Bailey, Widower - 1/75		-7	99	
B. Marian T. Williams, daughter - 2/75		15	97	
				898 77
				1,384 56

13

with C. Maurice Weidemeyer, Trustee Cr.

1961				
March	8	Proceeds of Sale	1,375 00	1,375 00
		Refund 1961 State and County taxes-		
		9 months 23 days	9 56	9 56
				1,384 56

ORDER NISI

LIBER 137 PAGE 64

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 19th 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.

.....

.....

.....

George F. Cromwell Clerk

LIBER 137 PAGE 65

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
THE TRUST ESTATE OF	*	FOR
TALBOTT CONCRETE	*	ANNE ARUNDEL COUNTY
COMPANY, INC.	*	No. 13.328 Equity

* * * * *

PETITION OF AUTHORITY TO SELL LAND AT PRIVATE SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Henry J. Tarantino, Trustee, respectfully represents:

1. That the auditor's account has been heretofore filed in this case; that all of the assets of the insolvent estate have been administered except a tract of unimproved, accreted land located in Annapolis, Maryland, containing .29 acres, more or less; that said land bounds on the easterly side of Ridge Avenue for a total of 96.59 feet, more or less, with the waters of College Creek to the south and east.

2. That petitioner has been endeavoring to dispose of said land without success, but has now received from Jesse L. Adams & Company, Inc. a written offer dated November 17, 1961, to purchase the same for $400.00; that said offer is attached.

3. That petitioner has secured from T. Carroll Worthington and Richard F. Popham, Realtors, of Annapolis, Maryland, the attached appraisal of November 21, 1961, from which it appears that, in their opinion, the fair market value of the land in question is $400.00.

SOLOMON B. LEVIN
ATTORNEY AT LAW
1116 MUNSEY BUILDING
BALTIMORE 2, MD.
PLAZA 2-4758

FILED
1961 DEC 19 AM 10:17

4. That petitioner desires to sell the land and close out the estate; that he believes the attached offer to be fair and reasonable; that a public sale of the land would entail the expense of auctioneer's fees and advertising costs, and would involve the risk that less might be obtained thereby than is privately offered.

WHEREFORE, petitioner prays:

(a) That he be authorized and empowered to sell all the right, title, interest and estate of Talbott Concrete Company, Inc. in and to the accreted land above described to Jesse L. Adams & Company, Inc. for the sum of $400.00, and to take all necessary action to complete the sale.

AND AS IN DUTY BOUND, etc.

Solomon B. Levin
Solicitor for Trustee

Harry J. Tarantino, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of December 1961, before me, the subscriber, a notary public of the State of Maryland, in and for the County aforesaid, personally appeared Henry J. Tarantino, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Spigger
Notary Public

SOLOMON B. LEVIN
ATTORNEY AT LAW
1116 MUNSEY BUILDING
BALTIMORE 2, MD.
PLAZA 2-4756

LIBER 137 PAGE 68

ORDER OF COURT

Upon the foregoing Petition, it is this 20 day of December, 1961, by the Circuit Court for Anne Arundel County, in Equity

ORDERED that Henry J. Tarantino, Trustee, be and he is hereby authorized and empowered to sell all the right, title, interest and estate of Talbott Concrete Company, Inc. in and to the accreted land mentioned in said petition for the sum of $400.00 to Jesse L. Adams & Company, Inc., and to take the necessary action to complete the sale.

Judge

SOLOMON B. LEVIN
ATTORNEY AT LAW
1116 MURSEY BUILDING
BALTIMORE 2, MD.
PLAZA 2-4756

FILED

1961 DEC 20 PM 2:53

LIBER 137 PAGE 69

Jesse L. Adams & Company, Inc.

REAL ESTATE — INSURANCE — PROPERTY MANAGEMENT
122 SOUTH STREET *(Opposite Court House)*
ANNAPOLIS, MARYLAND

TELEPHONE, COLONIAL 1-7104

November 17, 1961

Mr. Henry J. Tarantino
160 South Street
Annapolis, Maryland

Re: Property owned by
Talbott Concrete Co.
East of Ridge Avenue
Annapolis, Maryland

Dear Mr. Tarantino:

I am interested in purchasing all that land that belongs to The Talbott Concrete Company lying east of Ridge Avenue, south of Lot #2 Adams Park and west of the waters of College Creek; and prepared to pay $400.00 for this property.

With kind regards, I am

Very truly yours,

Jesse L. Adams

JLA;dea

FILED

1961 DEC 19 AM 10:17

4 EXHIBIT

TOWNS-WORTH BUILDING
SOUTH STREET
COlonial 3-2525

LIBER 137 PAGE 70

T. CARROLL WORTHINGTON
REALTOR
ANNAPOLIS, MARYLAND

November 21st, 1961.

TO WHOM IT MAY CONCERN:

This is to certify that we have inspected the property assessed to Talbott Concrete Company Inc., situate at Adams Park, Sixth Election District of Anne Arundel County, Maryland, and more particularly described in the Land Records of Anne Arundel County, Maryland, in Liber GTC 1055 folio 302, dated August 21st, 1956. This property contains .29 acres, more or less, which was acquired by accretion. This property is unimproved and has 96.59 feet on Ridge Avenue, said Avenue leading to the School and also to Glenwood Avenue.

The information we had at the time of our previous appraisal, namely, August 8th, 1959, was such that we did not take into consideration the size or title of this particular tract, nor did we figure it separately from the Industrial site.

This property has been severed from the main property formerly owned by Talbott Concrete Company, Inc., and as a consequence thereof, same has been reduced to a minimum value.

It is therefore our opinion that the fair market value of this tract, as of this date, is $400.00.

Respectfully submitted,

T. Carroll Worthington

Richard F. Popham

Richard F. Popham
Realtors and Appraisers.

FILED

1961 DEC 19 AM 10:17

5 EXHIBIT

LIBER 137 PAGE 71

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
THE TRUST ESTATE OF	*	FOR
TALBOTT CONCRETE	*	ANNE ARUNDEL COUNTY
COMPANY, INC.	*	No. 13,328 Equity

* * * *

PETITION TO REFER CASE TO AUDITOR

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Henry J. Tarantino, Trustee, respectfully represents unto Your Honor:

1. That the insolvent estate in this case has been fully administered; that one Auditor's Account has been filed, and your Petitioner is now desirous of closing out the estate andhaving the second and final Auditor's Account stated.

Wherefore, your Petitioner prays:

1. That the case be referred to the Auditor of this Court for the purpose of stating a second and final Account.

AND AS IN DUTY BOUND, etc.

SOLOMON B. LEVIN
Attorney for Trustee

HENRY J. TARANTINO
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20 day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Henry J. Tarantino, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

FILED
1962 FEB 20 PM 3:43

Dorothy Roberts Skipper
Notary Public

SOLOMON B. LEVIN
ATTORNEY AT LAW
1116 MUNSEY BUILDING
BALTIMORE 2, MD.
PLAZA 2-4756

LIBER 137 PAGE 72

ORDER OF COURT

Upon the foregoing Petition, it is this 21st day of February, 1962, by the Circuit Court of Anne Arundel County, in equity,

ORDERED that this case be referred to the Auditor of this Court for the statement of a second and final Account.

JUDGE

SOLOMON B. LEVIN
ATTORNEY AT LAW
1116 MUNSEY BUILDING
BALTIMORE 2, MD.
PLAZA 2-4756

FILED

1962 FEB 21 PM 3:04

In the Case of LIBER 137 PAGE 73

Ex Parte,
In the Matter of the Trust Estate
~~of~~
of
Talbott Concrete Company, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 13,328 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 same being a final account.

And 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. Fackelman
Auditor.

March 5, 1962

FILED

1962 MAR -5 PM 3:14

Dr. in ac.

Ex Parte, In the Matter of the Trust Estate of Talbott Concrete Company, Inc.

To Trustee for Commissions, (10% of $400.00), viz:	40	00	40	00
To Trustee for Court costs, viz:				
Clerk of Court - final Court costs	18	25		
Auditor - stating final account	22	50	40	75
To Trustees for Expenses, viz:				
Solomon B. Levin - fee for legal services rendered (Order 2/21/62)	100	00		
Dorothy R. Skipper - notary fees	1	00	101	00

BALANCE FOR DISTRIBUTION - $468.25

Distributed to General Creditors at the rate of .0147468% as follows:

Creditor	Balance of Claim				
(1) J. R. McCrone, Jr.,Inc.	$ 207.78	3	06		
(2) Bi-County Aggregate Corp.	5,819.59	85	82		
(3) Firestone Home & Auto Supplies	353.83	5	22		
(4) Cities Service Oil Co.	1,139.53	16	81		
(5) American Marietta Co.	10,803.12	159	31		
(6) Bi-County Aggregate Corp.	11,715.94	172	77		
(7) James B. Talbott and Lillian B. Talbott, his wife	1,712.80	25	26	468	25
	$ 31,752.59			650	00

9

with Henry J. Tarantino, Trustee Cr.

1961						
July	11	Balance retained by Trustee as shown by Auditor's First Account - ratified 8/16/61	250	00	250	00
Nov.	17	Proceeds of sale of .29 acres	400	00	400	00
					650	00

LIBER 137 PAGE 76

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st 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 21 PM 12:13

George T. Cromwell, Clerk

LIBER 137 PAGE 77

H. Allen Mezger, Assignee	*	
vs.	*	IN THE CIRCUIT COURT
Arnold H. Beck	*	FOR
and	*	ANNE ARUNDEL COUNTY
Emma V. Beck, his wife	*	Equity No. 14,713

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

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

FILED

1961 NOV 22 PM 3:21

No. 14,713 Equity

55 Stamps Required 4.40

THIS MORTGAGE, Made this 12th day of April - - - -, in the year one thousand nine hundred and fifty-five-, between ARNOLD H. BECK and EMME V. BECK, his wife - - - - - - - - - - - - -, of the County of Anne Arundel-, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Five Thousand Eight Hundred ($5800.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-Seven ($57.00) Dollars - - - - - - - - - - - - commencing on the fifth - - - day of May - - -,1955, and on the fifth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

RECORDATION TAX ACT OF 1947 2.20 2.20

RECORDATION TAX ACT OF 1947 2.20 2.20

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 the Fifth Election District, Anne Arundel County, Maryland - - -, and described as follows:

XXXXXXXXXX BEING FOR THE FIRST known and designated as Lots Nos. Two Hundred One (201) and Two Hundred Two (202) as shown on the Plat of East Glen Burnie, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-4, Plat No. 4, now Plat Book 21, folio 4.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Lee D. Barron and Lawrence W. Hobbs, a partnership trading as Barron and Hobbs, to the said mortgagors.

BEING FOR THE SECOND known and designated as Lot No. Two Hundred (200), as shown on the Plat of East Glen Burnie, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-4, Plat No. 4, now Plat Book 21, folio 4.

BEING the same lot of ground which by deed dated September 2nd, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 708, folio 398, was granted and conveyed by The Berkshire Land Corporation, a body corporate, to the said mortgagors. See also confirmatory deed dated January 30th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 812, folio 599, from The Berkshire Land Corporation to the said mortgagors.

FILED

1961 NOV 22 AM 9:24

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

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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

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

on or before the **fifth** - - - - - - - - - - - - - - - - - day of each and every month the sum of **Thirteen ($13.00) Dollars** - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce

Arnold H. Beck (SEAL)

Jane E. Bruce

Emma V. Beck (SEAL)

Emma V. Beck

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of April - - , 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Arnold H. Beck and Emma V. Beck, his wife - - - -

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

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce

Jane E. Bruce Notary Public

My Commission Expires May 2nd, 1955.

Recorded: April 13, 1955 at 1.25 P.M.

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

5

A

LIBER 137 PAGE 82

BALTIMORE, MARYLAND

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

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this -15th- day of November, 1961.

ATTEST:

E. Jane Rusinek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer, - - -President

55-119

5M-8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record at ____ o'clock ____ M. Same day recorded in Liber ____ Folio ____ etc. one of the Records of Baltimore County and examined.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 NOV 17 AM 8:50
& RECORDED IN LIBER GTC
No. 917 FOLIO 272
GEO. T. CROMWELL CLERK

Per

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4th FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE - 1, MD.

Clerk.

LIBER 137 PAGE 83

H. Allen Mezger, Assignee

VS

Arnold H. Beck

and

Emma V. Beck, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 14,713

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 5800.00
Less - Total amount paid on account of Principal	$ 1834.80	
Less - Credit Expense Account	123.41	1958.21
Net Balance	$ 1958.21	$ 3841.79
Plus accumulated interest to November 30th, 1961 (with interest thereafter at rate of 6% per annum)		19.83
Total Amount of Mortgage Indebtedness		$ 3861.62

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, County OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 21st - - day of November 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 Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee 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

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr. - Notary Public

My Commission Expires May 6th, 1963 .

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED

1961 NOV 22 AM 9:24

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

LIBER 137 PAGE 84

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

H. Allen Mezger, Assignee

vs.

Arnold H. Beck and

Emma V. Beck, his wife

EQUITY No. 14713

Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City

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

(1) said defendant is 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.

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 29th day of December 1961

Gary S. Wase

Notary Public Gary S. Wase

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 JAN -2 PM 2:28

1

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 11 PAGE 192

No. 14,713 Equity

Know all Men by these Presents:

LIBER 137 PAGE 5

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and No/100 ($4,000.00) - - - - - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 2nd *day of* January *in the year of our Lord nineteen hundred and* sixt two

WHEREAS, the above bounden H. Allen Mezger *by virtue of* an assignment of *a power contained in mortgage from* Arnold H. Beck and Emma V. Beck, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated April 12, 1955 *and recorded in Liber* JHH *No.* 917 *folio* 266 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him* by assignment of power *in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell

Joseph F. Howell *Attorney-in Fact*

ATTEST:

Barbara Berberich

Barbara Berberich

Bond approved this 2nd day of January, 1962

George T. Cromwell, Clerk

1962 JAN -2 PM 2:23

4

Jud. 14042 Additional
MORTGAGEE OR ATTORNEYS' BOND

No. 14,713 Equity

Know all Men by these Presents: LIBER 11 PAGE 200

LIBER 137 PAGE 316

THAT WE H. Allen Mezger

of 200 West Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and No/100 ($6,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 5th *day of* January *in the year of our Lord nineteen hundred and* sixty-two.

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* Arnold H. Beck and Emma V. Beck, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated April 12, 1955 *and recorded in Liber* JHH *No.* 917 *folio* 268 *etc., one of the Land Record Books of* Circuit Court of Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell Attorney in Fact

ATTEST: Elsie C Evans
Elsie C. Evans (witness as to Surety)

Bond approved this ___ day of ___ 19__

George T Cromwell Clerk

FILED

1962 JAN -9 PM 2:10

9

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Arnold H. Beck and	*	ANNE ARUNDEL COUNTY
Emma V. Beck, his wife	*	Equity No. 14713

* * * * * * *

CERTIFICATION

We hereby certify, that on the 5th day of January, 1962, we sold at public auction for the highest price obtainable to Charles Krantz and Elizabeth Krantz, his wife, - - - - - - - - - - - - - - - - - - the fee simple property described as follows:

BEING known and designated as Lots Two Hundred (200), Two Hundred One (201) and Two Hundred Two (202), as shown on the Plat of East Glen Burnie; said plat being duly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat No. 4, now Plat Book No. 21, folio 4.

at and for the price of Ten Thousand ($10,000.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

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

BY: John M. Miller, Jr. President

I/We hereby certify that I/We purchased the above described property at and for the price of Ten Thousand Dollars $10,000.00

Charles Krantz
Charles Krantz

Elizabeth Krantz
Elizabeth Krantz

per
Charles Krantz

FILED

1962 JAN -9 PM 2:10

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

16

LIBER 137 PAGE 88

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Arnold H. Beck and	*	ANNE ARUNDEL COUNTY
Emma V. Beck, his wife	*	Equity No. 14713

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Arnold H. Beck and Emma V. Beck, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in said mortgage dated April 12th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 917, folio 268, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, January 5th, 1962, at 2:00 p.m., attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Charles Krantz and Elizabeth Krantz, his wife, at and for the sum of Ten Thousand ($10,000.00) Dollars, of which a deposit of One Thousand ($1,000.00) Dollars, was made at time of same, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. ALLEN MEZGER, and made oath in due

FILED

1962 JAN -9 PM 2:10

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

11

form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 6th, 1963.

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

ORDER NISI

LIBER 137 PAGE 90

H. Allen Mezger, Assignee

versus

Arnold H. Beck and

Emma V. Beck, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,713 Equity

Ordered, this 9th day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

The report states that the amount of sale was $ 10,000.00.

George T Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Arnold H. Beck and

Emma V. Beck, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of February, 19 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 FEB 14 PM 2:03

13

MEZGER & MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one story block and brickcrete, five rooms and bath dwelling with hot air heat, situate on lots Two Number oil heat, situate on lots Two Hundred (200), Two Hundred One (201) and Two Hundred Two (202), Plat of East Glen Burnie, Fifth Election Ristrict, Anne Arundel County, Maryland. Improvements thereon being known as 203 Madeline Avenue, Glen Burnie, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated April 12th, 1955, from Arnold H. Beck and Emma V. Beck, his wife, — said mortage being duly recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 917 folio 268, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Friday, Jan. 5, 1962
at 2:00 P. M.

the following described property:

BEING known and designated as Lots Two Hundred (200), Two Hundred One (201) and Two Hundred Two (202), as shown on the Plat of East Glen Burnie, said plat being duly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, Plat No. 4, now Plat Book No. 21, folio 4.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER, Assignee
E. T. NEWELL & CO., INC.
Auctioneers J-4

14

1962 JAN 10 AM 10:

OFFICE OF 14713

Maryland Gazette

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

LIBER 137 PAGE 91

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1962

We hereby certify, that the annexed

Assignee's Mortgage Sale

203 Madeline Avenue
Glen Burnie, Md.

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 January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Fote

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 92

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,713

Arnold H. Beck

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of February, 1962. The first insertion being made the 11th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14713 Equity
H. Allen Merzger, Assignee
versus
ARNOLD H. BECK and
EMMA V. BECK, his wife

Ordered, this 9th day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by H. Allen Merzger, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

The report states that the amount of sale was $10,000.00.

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

1962 FEB -5 PM 4:07

No. M. G. 25122

In the Case of

LIBER 137 PAGE 93

H. Allen Mezger,
Assignee
vs.
Arnold H. Beck
and
Emma V. Beck, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,713 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. Eichling
Auditor.

March 6, 1962

FILED
1962 MAR -6 PM 4:25

16

Dr. in ac.

H. Allen Mezger, Assignee vs. Arnold H. Beck and Emma V. Beck, his wife

To Assignee for fee, viz:	50	00		
To Assignee for Commissions, viz:	332	30	382	30
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	40	00		
Auditor - stating this account	27	00	87	00
To Assignee for Expenses, viz:				
Capital-Gazette Press -advertising sale	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
The Sun - advertising sale	12	85		
Maryland Casualty Co. - bond premiums	40	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	310	00		
Clerk of Court - recording assignment	2	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Jos. J. Blimline, Jr. - notary fees	1	00	456	87
To Assignee for Taxes, viz:				
1962 State and County taxes ($237.54) - 5 days	3	30	3	30
To Assignee for Benefit Charges, viz:				
1962 water and sewer benefit charges - 5 days	1	50	1	50
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	3,861	62		
Interest @ 6% on principal balance of $3,841.79 from 11/30/61 to 3/22/62 - 3 months 22 days	71	72	3,933	34
To Arnold H. Beck and Emma V. Beck, his wife, tenants by the entireties, mortgagors - this balance (Order 3/5/62)	5,212	19	5,212	19
			10,076	50

with H. Allen Mezger, Assignee Cr.

1962						
Jan.	5	Proceeds of Sale	10,000	00		
		Interest on deferred payment of $9,000.00 to 2/21/62	76	50	10,076	50
					10,076	50

10

day of next.

LIBER 137 PAGE 96

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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.

George T. Cromwell Clerk

1962 MAR 27 PM 12:13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street Annapolis, Maryland * IN EQUITY

EQUITY NO. 13465

Plaintiff *

vs.

GENEVIEVE. J. PERZANOWSKI
3347 23rd Street, S.E.
Washington, D. C.
AND any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lot 26 and Imps., as shown on the Plat of West Shoreham Beach. (Plat Cabinet 3, Rod F-6, Plat 14)

CHARLES McDONALD, Deceased

GEORGE McDONALD (Brother of Charles McDonald)
Last Known Address
c/o Sherman House
Cheyenne, Wyoming

THOMPSON McDONALD, Deceased

ELIZA McDONALD, Widow of Thompson McDonald
c/o Harry Wheeler
Joliet, near Billings, Montana

FRANK JAMES McDONALD, son of Thompson McDonald
Box 858
Cheyenne, Wyoming - or
c/o Belvoir Ranch, Warren Livestock Company
Cheyenne, Wyoming

MARGARET JUNE WHEELER
c/o Harry Wheeler
Joliet, near Billings, Montana

HARRY WHEELER, son of Margaret June Wheeler
Joliet, near Billings, Montana

REBECCA WILSON
Address Unknown

D. E. [illegible] A -
No. 13 465 [illegible]

SAM McDONALD
Last Known Address
State of Montana

heirs at law,

AND the unknown/alienees, assignees and devisees of Charles McDonald, George McDonald, Thompson McDonald, Eliza McDonald, Frank James

McDonald, Margaret June Wheeler, Harry Wheeler, Rebecca Wilson and Sam McDonald, and any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

25 acres & Imps., Blk. 588, situated near Gambrills, Maryland (Deed Ref: W.N.W. 60, folio 207)

CLAYTON W. BOARDLEY, INC., also known as
Clayton W. Bordley, Inc.
613 Deepdene Road
Baltimore 10, Maryland

EARLE C. MILLER and LOUISE M. MILLER
231 St. Paul Place
Baltimore 2, Maryland

DOUGLAS C. MILLER
THOMPSON M. MILLER
Addresses Unknown

HI-WAY REALTY COMPANY, INC.
c/o Earl C. Miller, President
231 St. Paul Place
Baltimore 2, Maryland

HOME FRIENDLY INSURANCE COMPANY OF MARYLAND
Central & Park Avenues
Baltimore, Maryland

UNITED STATES OF AMERICA - Judgment Creditor

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lot 225, Blk. 7-B, Sub-Div. No. 3, as shown on the Plat of Brooklyn Park (being known as 225 Meadow Road)

PARKER MORTON
MARY MORTON, his wife
137 Milland Avenue - Patapsco Park
Baltimore 25, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lots 210-211-212-213, as shown on the plat of Patapsco Park (Plat Bk. 12, folio 8) and Imps.

DORA HARRIS JOHNSON ESTATE, DORA HARRIS JOHNSON, et al, and
DORA HARRIS JOHNSON
234 Zepplin Avenue
Baltimore 25, Maryland

JOHN SMITH
WILLIAM SMITH
THOMAS SMITH
Addressess Unknown

JACOB I. HAMBURGER, Trading as City Finance Company, Mortgagee
307 North Eutaw Street
Baltimore, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lots 580-582 & 632-633, and Imps., as shown on the Plat of Patapsco Park (Plat Book.12, folio 8)

LAND HOMES CORPORATION
202 West Maple Road
Linthicum, Maryland

WILLIAM B. SCRIMGER
HAZEL M. SCRIMGER, HIS WIFE
1017 Mt. Holly Street
Baltimore 29, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lot 60-M, as shown on Page 31, Plat Book-Anne Arundel Sanitary Commission, showing said lot as part of Lots 60 and 61 of Plat 3, Linthicum Heights, Plat Bk. 15, folio 18. (Sold as Lot 60-M, Blk. 4, as shown on plat of Overlook)

GEORGE WILLIAMS
ELLA WILLIAMS
3915 Southern Avenue
Baltimore, Maryland

ALLIED BUILDING CREDITS, INC., Assignee
St. Paul, Minnesota

CARROLL H. ALBAUGH
119 Market Street
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 54-55, Sect. TT, as shown on the Plat of Glen Burnie Heights (Plat Blk. 16, folio 19)

JAMES A. CROWNER
AURIDA G. CROWNER, his wife
Churchton, Maryland

COUNTY TRUST COMPANY OF MARYLAND, Judgment Creditor
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

1 lot or 1.36 acres and Imps., west side of Cedarhurst Road (Sold as 1 lot or 1.36 acres as shown on the Plat of Shadyside, W. S. Cedar Hurst Road)

JAMES D. GROSS
ETHEL GROSS, his wife
Shadyside, Maryland

WOODFIELD FISH and OYSTER COMPANY, Judgment Creditor
Galesville, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lot 2 roods and 2 square perches or 0.5 acres situated near Shadyside.

Heirs of Edward J. Kessler, Deceased

MARGUERITE B. KESSLER
Box 510, Rt. 5
Pasadena P. O., Maryland

ANNETTA SCHAFER
501 Doris Avenue
Baltimore 25, Maryland

MARGUERITE B. DYKER
JOHN DYKER
106 Grayson Road
Glen Burnie, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 23-24, Section O, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 28)

Heirs of Edward J. Lipin, Deceased

HELEN LIPIN, Widow
1546 Sheffield Road
Baltimore, Maryland

DWIGHT LIPIN, Son
1546 Sheffield Road
Baltimore, Maryland

ALFRED LIPIN, Brother of Edward J. Lipin
502 Second Avenue, S. W.
Glen Burnie, Maryland

RAYMOND LIPIN, Brother of Edward J. Lipin
Little Rock, Arkansas

JOHN LIPIN, Father
AUGUSTA LIPIN, Mother of Edward J. Lipin
307 Baltimore-Annapolis Blvd., N.W.
Glen Burnie, Maryland
and
SAMUEL SCHENKER
180 Main Street
Annapolis, Maryland

TAMA DEAN WARNER
DR. E. PARSONS
907 B Street, N. E.
Washington, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 16-A, 16-B, Blk. 10, as shown on the Plat of Manhattan Beach.

JOHN W. CARROLL
157 West Street (formerly 26 Northwest St.)
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot No. 2, Sec. C, 55 feet x 115 feet, of the Boardley property, situated near the intersection of the road from Weems Creek to Best Gate and Cow Hide Branch Road (sold as Lot 2 55 x 115 Sec. C situated nr. Garden Farms)

Heirs of Alex Hicks, also known as Alexander Hicks, deceased
Heirs of Elizabeth Hicks, deceased

LELIA HICKS McDANIEL
WILLIAM McDANIEL, her husband
Address unknown
BEATRICE HICKS MILES
JULIUS MILES, her husband
Address unknown
MARGARET HICKS CROWNER
BENJAMIN CROWNER, her husband
Address unknown
EDWARD HICKS
GRACIE HICKS, his wife,
Address unknown
GEORGE HICKS
Address unknown
ELIZABETH HICKS WATKINS
McKINLEY WATKINS, her husband
Address unknown

JAMES ALBERT HICKS
ESTELLE HICKS, his wife
Galesville, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lot approximately 152 feet by 71 feet, situated on the public road known as the "Avenue", Galesville. Said road leading to Woodfield Avenue. (Sold as 2 lots Imps. J.H.H. 858-569, Blk. 591, situated Tent House Creek , Galesville)

CURTIS DAVIS
1524 E. Pressman Street
Baltimore 17, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Part of lots 28, 29 and 30, as shown on a plat entitled "Subdivision of property on Old Annapolis Boulevard near Glen Burnie for Foxwell". Plat Book 18, folio 39, situated on the East side of Marley Road and west of Old Annapolis Blvd. (Sold as Pt. of lots 28 to 30, situated Old Annapolis Blvd., Glen Burnie, E.S. Marley Road)

CLARENCE DAY
ROLAND DAY
37 Larkin Street
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

0.912 acres and Imps., situated on the South side of Old Annapolis Boulevard and the North side of the Baltimore and Annapolis Railroad, as shown on a plat recorded with a deed in Liber 835, folio 246. (Sold as .912 acres, Imps. J.H.H. 835-246 situated nr Round Bay)

TIDEWATER HOLDING CORPORATION
1113 North Charles Street
Baltimore 1, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 6, Block CCC, Plat No. 5, as shown on the Plat of Cape St. Claire (Plat Book 21, folio 48)

FREDERICK A. STRANZ, also known as Fredick A. Stranz,
MARY E. STRANZ, his wife
601 Stewart Avenue
Glen Burnie, Maryland

ANTONIO P. ROSELLO, also known as
ANTONIO R. ROSELLO
604 West Lexington Street
Baltimore, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 70 through 79, Section FF, as shown on the plat of Glen Burnie Heights (Plat Book 16, folio 27)

RUSSELL SMITH
FRANCES L. SMITH, his wife
2 Martin Boulevard, Apartment 2
Baltimore 20, Maryland

GRAND BUILDING AND LOAN ASSOCIATION, Mortgagee
3235 Eastern Avenue
Baltimore, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 27-28, Blk. B., as shown on the plat of Stone Haven (Plat Book 21, folio 50)

GEORGE D. SHRINER
CARL J. SHRINER
1134 Washington Blvd.
Baltimore, Maryland

KATHARINE KORBIEN
IRENE W. KORBIEN
ROSE SAPPERSTEIN
Redwood Hotel
4 East Redwood Street
Baltimore 2, Maryland

ADAM F. HOFF
ESTA LEE HOFF, his wife
4017 Oakford Avenue
Baltimore, Maryland - also
P. O. Box 493
Baltimore 2, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 1-4, Blk. F and Lot 31, Blk. F, all as shown on the plat of Marley Park (Plat Book 2, folio 19)

ALFONSO BELL
FLORENCE L. BELL, his wife
433 3rd Street, S. W.
Washington, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lots 23 and 24, Block 4, as shown on the plat of Columbia Beach (Plat Cabinet 1, Rod A-9, Plat No. 19)

MATHEW WRIGHT
MARTHA WRIGHT, his wife
825 Spa Road
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Sixth Election District of Anne Arundel County, to wit:

Lot 6, as shown on the Revised Plat of part of Neuva Villa Park. (Sold as Revised Plat Blk. 345 lot 6, situated Neuva Villa Park) Plat recorded in Liber J.H.H. No. 332, folio 102.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Ed

2. That on October 14, 1957, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. A3345 - Lot 26, 60 x 150, Plat 1, Blk. 610, G.T.C. No. 940/229, situated at W. Shoreham Beach, First District, and assessed to Genevieve J. Perzanowski.

(2) Certificate No.A3350 - 25 acres, Imps. Blk. 688, situated near Gambrills, Md., Second District, and assessed to Charles McDonald.

(3) Certificate No.A3370 - Lot 225, Blk. 7-B, Sub. Div. No. 3, as shown on the Plat of Brooklyn Park, Fifth District, and assessed to Clayton W. Boardley, Inc.

(4) Certificate No. A3371 - Lots 210-211-212-213, as shown on the plat of Patapsco Park, Fifth District, and assessed to Parker and Mary Morton.

(5) Certificate No. A3372 - Lots 580-582, 632-633, as shown on plat of Patapsco Park, Fifth District, and assessed to Dora Harris Johnson Estate.

(6) Certificate No. A3373 - Lot 60-M, Blk. 4, as shown on plat of Overlook, Fifth District, and assessed to William B. and Hazel M. Scrimger.

(7) Certificate No. A3422 - Lot 54-55, Sec. TT, as shown on the plat of Glen Burnie Heights, Third District, and assessed to George Williams.

(8) Certificate No. A3427 - 1 Lot or 1.36 acres as shown on the plat of Shadyside, W.S. Cedar Hurst Rd., Seventh District, and assessed to James A. and A. G. Crowner.

(9) Certificate No. A3428 - Lot 2 rds and 2 square perches or .6 acres situated near Shadyside, Seventh District, and assessed to James D. and Ethel Gross.

(10) Certificate No. A3429 - Lots 23-24, Sec. O, as shown on the Plat of Glen Burnie Heights, Third District, and assessed to Edward J. Kessler.

(11) Certificate No. A3431 - Lots 16-A, 16-B, Blk. 10, as shown on the Plat of Mahattan Beach, Third District, and assessed to Dr. E. Parsons and Warner, Mrs. Tama Dean.

(12) Certificate No. A3493 - Lot 2, 55 x 115, Section C, situated near Garden Farms, Second District, and assessed to John W. Carroll

(13) Certificate No. A3502 - 2 lots & imps. J.H.H. 858, 569, Blk. 591, situated Tent House Creek, Galesville, First District, and assessed to Alex Hicks.

(14) Certificate No. A3510 - Pt. of lots 28 to 30 situated Old Annapolis Blvd. Glen Burnie, E.S. Marley Road, Third District, and assessed to Curtis Davis.

(15) Certificate No. A3511 - 0.912 acres & Imps. J.H.H. 835/246, situated near Round Bay, Third District, and assessed to Roland and Clarence Day.

(16) Certificate No. A3516 - Lot 6, Blk. CCC, Plat 5, J.H.H. 883-250, as shown on the plat of Cape St. Claire, Third District, and assessed to Tidewater Holding Corporation.

(17) Certificate No. A3519 - Lots 70 to 79, Sec. FF, as shown on the plat of Glen Burnie Heights, Third District, and assessed to Mary E. and Frederick Stranz. (Also known as Fredick Stranz).

(18) Certificate No. A3522 - Lots 27-28, Blk. B, as shown on the plat of Stone Haven, Third District, and assessed to F. L. and Russell Smith.

(19) Certificate No. A3523 - Lots 1-4, Block F and Lot 31, Block F, all as shown on the plat of Marley Park, Third District, and assessed to George D. and Carl J. Shriner.

(20) Certificate No. A3533 - Lots 23-24, Blk. 4, as shown on plat of Columbia Beach, Seventh District, and assessed to Alphonzo and F. L. Bell.

(21) Certificate No. A3565 - Rev. Plat, Blk. 345, Lot 6, situated Neuva Villa Park, Sixth District and assessed to Matthew Wright and wife.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers A-3345, A-3350, A-3370, A-3371, A-3372, A-3373, A-3422, A-3427, A-3428, A-3429, A-3431, A-3493, A-3502, A-3510, A-3511, A-3516, A-3519, A-3522, A-3523, A-3533, A-3565, dated October 14, 1957, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 21, inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Genevieve Perzanowski is the record owner of Lot 26, as shown on the plat of West Shoreham Beach, Plat Cabinet 3, Rod F-6, Plat No. 14, First Election District.

(2) That Charles McDonald was the record owner of 25 acres of land, more or less, in the Second Election District of Anne Arundel County by virtue of a deed from William G. Williams and wife, dated July 9, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.M.W. No. 60, folio 207, which said deed more particularly describes the said parcel; that Charles McDonald died intestate and unmarried in April, 1945, as shown by the Record of the Orphans' Court for Anne Arundel County in Administration No. 6379; that Plaintiff, after diligent investigation, is advised

and believes that among other brothers and sisters of Charles McDonald, all unknown to petitioner, that Charles McDonald did have one brother, George McDonald, but it is not known whether he be alive or dead and if dead, it is not known who the heirs at law of George McDonald might be. Also that among the other first cousins, unknown to petitioner, that Charles McDonald had four first cousins namely; Thompson McDonald, Margaret June Wheeler, Rebecca Wilson and Sam McDonald. That the aforesaid Thompson McDonald is deceased but is survived by his widow, Eliza McDonald and one son, Frank James McDonald. That it is not known whether Margaret June Wheeler be alive or dead, but it is known that she has living one son, Harry Wheeler and possibly other children and descendants; that it is not known whether Rebecca Wilson be alive or deceased or who her heirs might be; that it is believed that Sam McDonald is deceased, but it is not known as to whom his heirs at law might be.

(3) That Earle C. Miller is the record owner (life tenant) of the leasehold interest in Lot 225, Blk. 7-B, Subdivision No. 3, as shown on the plat of Brooklyn Park, also known as No. 225 Meadow Road, and improvements, Fifth Election District; that Clayton W. Boardley Inc., also known as Clayton W. Bordley, Inc., is joined herein to foreclose any interest it may have for the reason that the said property was sold to the Plaintiff in the name of Clayton W. Boardley, Inc. on the 14th day of October, 1957, at a regular Tax Sale, that Louise M. Miller is joined herein to foreclose any interest she might have for the reason that the said Louise M. Miller was married to the said Earle C. Miller when Earle C. Miller initially took title to the said property, as life tenant, with remainder over to the said Louise M. Miller, by deed dated February 2, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. No. 915, folio 517, from John J. Joy and Carmen Joy, his wife, and for the reason that by deed dated June 10, 1955, and recorded among the aforesaid Land Records in Liber J.H.H. No. 935, folio 275, the said Earle C. Miller conveyed the said property to the said Clayton W. Bordley, Inc. without his wife, the said Louise M. Miller joining in the deed; that the said Louise M. Miller was divorced from Earle C. Miller on December 19, 1957 (Divorce Docket 2, folio 217); that the said Clayton W. Bordley, Inc. by deed dated June 10, 1955, and recorded among the aforementioned Land Records in Liber J.H.H. No. 935, folio 277, conveyed the said property to the said Earle C. Miller for life, with remainder over to Hi-Way Realty Company, Inc., which said Hi-Way Realty Company, Inc., is joined herein to foreclose any interest it may have by reason of said last mentioned deed; that Earle C. Miller, by deed dated July 21, 1958, and recorded among the aforesaid Land Records in Liber G.T.C. No. 1221, folio 426, conveyed the said property to Frank S. Inman, for life, remainder over to Earle C. Miller, his former wife, the said Louise M. Miller again failing to join in said deed; that Frank S. Inman, by deed dated July 21, 1958, and recorded among the aforesaid Land Records in Liber G.T.C. No. 1221, folio 428, conveyed the said property to Earle C. Miller for life, remainder over to Douglas C. Miller and Thompson M. Miller, the said Douglas C. Miller and Thompson M. Miller being joined herein to foreclose any interest they might have by reason of the last mentioned deed; that the said defendant, Home Friendly Insurance Company of Maryland is joined herein to foreclose any interest it might have by reason of a deed from the Belle Grove Corporation to the said Home Friendly Insurance Company of Maryland, dated November 24, 1942 and recorded among the aforesaid Land Records in Liber J.H.H. No. 273, folio 34, conveying the fee subject to the leasehold interest in the said property.

(4) That Parker Morton and Mary Morton, his wife, are the record owners of lots 210 through 213, as shown on the Plat of Patapsco Park, Plat Book 12, folio 8, Fifth Election District.

(5) That Dora Harris Johnson is the record owner of lots 580,581, 582, 632, and 633, as shown on the Plat of Patapsco Park, Plat Book 12, folio 8, fifth Election District, that the defendants, John Smith, William Smith and Thomas Smith are joined herein to foreclose any interest they may have as remaindermen as to the said property, as shown by deed dated May 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 332, folio 181, from John E. Stryker, Trustee, to Dora Harris Johnson, for and during her natural life, with full power in her discretion, at any time, to sell, lease, mortgage or otherwise dispose of said property or any part thereof, and after the death of the said Dora Harris Johnson, as to so much of the interest in said property as may not have been disposed of by her, then to John Smith, William Smith and Thomas Smith, as tenants in common; that the defendant Jacob I. Hamburger, trading as City Finance Company, is joined herein for the purpose of foreclosing any interest which he might have in said property by reason of his mortgages as follows: Mortgage dated December 23, 1933 and recorded among the aforesaid Land Records in Liber F.S.R. No. 110, folio 20; mortgage dated December 20, 1934 and recorded among the aforesaid Land Records in Liber F.A.M. No. 135, folio 49; and mortgage dated October 13, 1936 and recorded in said Land Records in Liber F.A.M. No. 150, folio 404.

(6) That Land Homes Corporation is the owner of record of Lot 60-M, as shown on Page 31, Plat Book-Anne Arundel County Sanitary Commission, showing said lot as part of lots 60 and 61 of Plat Three, Linthicum Heights, Plat Book 15, folio 18, Fifth Election District; that said Land Homes Corporation acquired title to the said lot by deed from The Fidelity Trust Company, a body corporate, et al, dated March 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 306, folio 252; that the Defendants William B. Scrimger and Hazel M. Scrimger, his wife, are joined herein to foreclose any interest they might have in the said property by reason of an alleged unrecorded deed purportedly conveying the said lot from Land Homes Corporation to the said William B. Scrimger and Hazel M. Scrimger, his wife.

(7) That George and Ella Williams are the record owners of Lots 54 and 55, Sec. TT, as shown on the plat of Glen Burnie Heights, Third Election District; that the defendant, Allied Building Credits, Inc., is joined herein to foreclose any interest it may have in said property as represented by an assignment of a mortgage, which said mortgage is dated May 1, 1946 and recorded among the said Land Records in Liber J.H.H. No. 362, folio 4, to Prefabricators, Inc., and which said assignment to the said Allied Building Credits, Inc., is dated May 2, 1946, and recorded among the said Land Records in Liber J.H.H. No. 362, folio 4; that the defendant, Carroll H. Albaugh is joined herein to foreclose any interest he may have in said property, the said Carroll H. Albaugh having purchased the said property on October 14, 1946 at a regular tax sale, from the Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel Co., filed a suit in the Circuit Court for Anne Arundel County (Equity No. 9537); said suit never having been prosecuted to conclusion.

(8) That James A. Crowner and Aurida G. Crowner, his wife, are the record owners of a 1.36 acre tract of land situated on the West side of Cedarhurst Road, Seventh Election District; that the said County Trust Company of Maryland is joined herein to foreclose any interest it may have in said property by reason of a Magistrate Judgment acquired by it against James A. Crowner and Aurida Crowner on December 6, 1956, in the amount of $80.64, plus interest & costs, as evidenced by said Judgment recorded among the Judgment Records of Anne Arundel County in J.P. Docket 13, folio 325.

(9) That James D. Gross and Ethel Gross, his wife, are the record owners of a 2 roods, 2 square perches parcel of land situated near the public road leading from Sudley to Shadyside, Seventh Election District; that the said Woodfield Fish and Oyster Company is joined herein to foreclose any interest it may have in said property by reason of Judgment acquired by it against James and Ethel Gross, on December 23, 1948, in the amount of $1,346.07, and recorded in Law Docket 1336-224.

(10) That Edward J. Kessler is the record owner of lots 23 and 24, Sec. O, Glen Burnie Heights, as shown on the Plat of Glen Burnie Heights, Plat Book 16, folio 28, Third Election District; that the said Edward J. Kessler died intestate February 3, 1955, leaving as heirs, Marguerite B. Kessler, his wife, and Annetta Schafer (R.P.G. 1, Docket 243, A. A. County Orphans' Court). The said Marguerite B. Kessler is now believed to be Mrs. Marguerite B. Dyker, wife of John Dyker, and the said Marguerite B. Kessler or Marguerite B. Dyker, John Dyker, and Annetta Schafer are joined herein to foreclose any interest they may have in said property.

(11) That Tama Dean Warner and Ernest Parsons are the record owners of Lots 16-A and 16-B, Block 10, as shown on the plat of Manhattan Beach, Third Election District, that said plat is located in the Tax Assessor's Office of Anne Arundel County; that Edward J. Lipin, deceased, purchased said property in October, 1942 at a regular tax sale, from the Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, filed a suit to foreclose on said property in the Circuit Court for Anne Arundel County (Tax Sale No. 6308), obtained a final order of ratification dated December 4, 1944, but failed to obtain a deed to the said property; that he is believed to have been survived by the following named heirs: Helen Lipin, wife Dwight Lipin, son, Alfred and Raymond Lipin, brothers, John Lipin, father and Augusta Lipin, mother; and the above named heirs are joined herein to foreclose any interest they may have in said property by reason of the aforementioned tax sale; that Samuel Schenker purchased the said property on October 14, 1947, at a regular tax sale, from the Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, filed a suit to foreclose on said property in the Circuit Court for Anne Arundel County (Equity No. 9602), obtained a final decree on July 16, 1949, but failed to obtain a deed to the said property, and the said Samuel Schenker is joined herein to foreclose any interest he might have in said property by reason of the aforementioned foreclosure suit.

(12) That John W. Carroll is the record owner of 55 ft. x 115 feet, situated near the intersection of the road from Weems Creek to Best Gate and Cow Hide Branch Road, said property being also known as Lot No. 2, Sec. C of the Boardley property, Second Election Dist

(13) That James Albert Hicks and Estelle Hicks, his wife, are the record owners of a parcel of land and improvements, approximately 152 feet by 71 feet, situated on the Public Road known as the "Avenue", Galesville, said road leading to Woodfield Avenue, First Election District; that said property is a part of a larger tract, which by deed dated May 7, 1930, and recorded in the aforesaid Land Records in Liber F.S.R. No. 75, folio 27, was conveyed by H. Friendenwald, et al, to the said Alexander Hicks, that by deed dated October 19, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. No. 858, folio 564, said property was conveyed by Lelia Hicks McDaniel, et al, to Louis M. Strauss, Trustee, that said last mentioned deed recites that the said Alexander Hicks departed this life intestate on or about the year 1938, and left surviving him as his sole heirs at law, Elizabeth Hicks, his wife, and seven children, that said last mentioned deed recites further that the said Elizabeth Hicks departed this life on or about the year 1945, intestate, and left surviving her, seven children, all of whom joined in said deed, together with their spouses (if any), that the seven children named in said deed, with their respective spouses, if any, are as follows: Lelia Hicks McDaniel and William McDaniel, her husband; Beatrice Hicks Miles and Julius Miles, her husband; James Albert Hicks and Estelle Hicks, his wife; Margaret Hicks Crowner and Benjamin Crowner, her husband; Edward Hicks and Gracie Hicks, his wife; George Hicks, Widower; and Elizabeth Hicks Watkins and McKinley Watkins, her husband; that the above mentioned alleged sole heirs of Alexander Hicks and Elizabeth Hicks are joined herein with their respective spouses to foreclose any interest they may have in said property; that a diligent search of the records of the Orphans' Court for Anne Arundel County reveals no information, administration or will as to the said Alexander Hicks and the said Elizabeth Hicks.

(14) That Curtis Davis is the record owner of part of lots 28, 29 and 30, as shown on a Plat entitled "Subdivision of Property on Old Annapolis Boulevard near Glen Burnie for Foxwell", Plat Book 18, folio 39, situated on the East side of Marley Road and west of Old Annapolis Boulevard, Third Election District.

(15) That Clarence Day and Roland Day are the record owners of a 0.912 acre tract and improvements, situated on the South side of Old Annapolis Boulevard and the North side of the Baltimore and Annapolis Railroad, Third District, as shown on a plat recorded with a deed, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 835, folio 246.

(16) That Tidewater Holding Corporation is the record owner of Lot 6, Block CCC, Cape St. Claire, as shown on the Plat of Cape St. Claire, Plat Book 21, folio 48, Third Election District.

(17) That Antonio P. Rosello, also known as Antonio R. Rosello, is the record owner of lots 70 through 79, Section FF, as shown on the Plat of Glen Burnie Heights, Third District, Plat Book 16, folio 27; that the Defendants Frederick A. Stranz, also known as Fredick A. Stranz, and Mary E. Stranz, his wife, are joined herein to foreclose any interest they may have in said property by reason of a deed dated June 2, 1945 and recorded among the aforesaid Land Records in Liber J.H.H. No. 333, folio 112, by which deed, the County Commissioners of Anne Arundel County, a body corporate, purport to convey to the said Frederick A. Stranz and Mary E.

Stranz, his wife, fee simple title to the said property; said property being a part of the property which was purportedly conveyed to the said County Commissioners by deed from Albert C. Hodges, late County Treasurer of Anne Arundel County, dated August 6, 1940, and recorded among the said Land Records in Liber J.H.H. No. 224, folio 4, but, both said aforementioned deeds are null and void for the reason that said Albert C. Hodges, late Treasurer for Anne Arundel County, sold said property to the said County Commissioners at public sale on October 15, 1935, and at the time of said sale, said property was mistakenly assessed to Workmans' Cooperative Realty Company, when, in fact, the said property had been conveyed to the said Antonio P. Rosello, also known as Antonio R. Rosello, by the said Workmans' Cooperative Realty Company, by deed dated November 11, 1919 and recorded among the said Land Records in Liber W.N.W. No. 25, folio 176 and thus, said sale was, in effect, null and void.

(18) That Russell Smith and Frances L. Smith, his wife, are the record owners of lots 27 and 28, Block B, as shown on the plat of Stone Haven, entitled "Plat No. 1, Stone-Haven, for Foxwell and Foxwell, Inc., Solley A.A.Co., Maryland", Plat Book 21, folio 50; that the defendant, Grand Building and Loan Association is joined herein for the purpose of foreclosing any interest which it may have in said property by reason of its mortgage dated September 20, 1955; and recorded among the aforementioned Land Records in Liber G.T.C. No. 990, folio 503.

(19) That Katharine Korbien, Irene W. Korbien and Rose Sapperstein are the record owners of lots 1, 2, 3, 4 and 31, Block F, as shown on the plat of Marley Park Beach, Plat Book 2, folio 19, Third Election District, that the defendants George D. Shriner and Carl J. Shriner became owners of record of the said lots by deed from Raphael Stokvis and Frances Stokvis, his wife, dated August 1, 1952, and recorded among the aforementioned Land Records in Liber J.H.H. No. 710, folio 272, that while the said George D. Shriner and Carl J. Shriner were record owners of the said lots, they were sold at a regular tax sale by Joseph H. Griscom, Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, to Adam F. Hoff (Equity No. 11,897); that by deed dated September 30, 1958, and recorded among the aforementioned Land Records in Liber G.T.C. No. 1241, folio 49, the said Joseph H. Griscom, Treasurer, conveyed the said lots to the said Adam F. Hoff, and therefore, the said George D. Shriner, Carl J. Shriner, Adam F. Hoff and Esta Lee Hoff, his wife, are joined herein to foreclose any interest they may have in said lots, that the said Adam F. Hoff and Esta Lee Hoff, his wife, by deed dated October 4, 1958 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1241, folio 543, conveyed the said lots to the said defendants, Katharine Korbien, Irene W. Korbien and Rose Sapperstein, owners of record.

(20) That Alfonso Bell and Florence L. Bell, his wife, are the record owners of Lots 23 and 24, Block 4, as shown on the Plat of Columbia Beach, Plat Cabinet 1, Rod A-9, Plat No. 9, Seventh Election District.

(21) That Mathew Wright and Martha Wright, his wife, are the record owners of Lot No. 6, Neuva Villa Park, Plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 332, folio 102, Sixth Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) A-3345	$130.00	$102.30
(2) A-3350	900.00	46.38
(3) A-3370	28.71	28.71
(4) A-3371	53.00	53.00
(5) A-3372	117.49	117.49
(6) A-3373	120.29	120.29
(7) A-3422	22.08	22.08
(8) A-3427	88.36	88.36
(9) A-3428	20.21	20.21
(10) A-3429	21.72	21.72
(11) A-3431	32.10	32.10
(12) A-3493	25.93	25.93
(13) A-3502	180.00	176.21
(14) A-3510	140.00	103.48
(15) A-3511	150.00	78.48
(16) A-3516	100.00	11.32
(17) A-3519	245.65	245.65
(18) A-3522	28.67	28.67
(19) A-3523	148.89	148.89
(20) A-3533	125.00	50.36
(21) A-3565	200.00	38.96

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) A-3345	$102.30
(2) A-3350	46.38
(3) A-3370	28.71
(4) A-3371	53.00
(5) A-3372	117.49
(6) A-3373	120.29
(7) A-3422	22.08
(8) A-3427	88.36

CERTIFICATE NO.	AMOUNT DUE
(9) A-3428	$ 20.21
(10) A-3429	21.72
(11) A-3431	32.10
(12) A-3493	25.93
(13) A-3502	176.21
(14) A-3510	103.48
(15) A-3511	78.48
(16) A-3516	11.32
(17) A-3519	245.65
(18) A-3522	28.67
(19) A-3523	148.89
(20) A-3533	50.36
(21) A-3565	38.96

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of 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 properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer

C. Maurice Weidemeyer, President

C. Maurice Weidemeyer

Thomas M. Schifanelli

Thomas M. Schifanelli

236 Main Street - Annapolis, Md.
COlonial 3-3957
Attorneys for Plaintiff

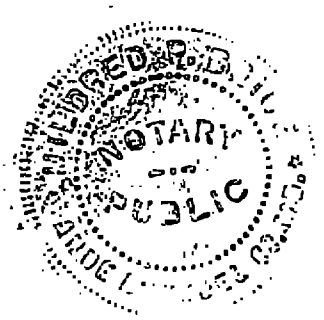
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and 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.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 13th day of October, 1959.

Mildred P. Brice
Mildred P. Brice - Notary Public



A 3345

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 114

I, ——County Treasurer——, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1959, I sold to Southern Mutual at public auction for the sum of 130 00/xx Dollars and ——— Cents, of which 102 30/xx Dollars has been paid as a deposit on the property in Dist # 1 described as Lot 26 60 x 150 plat 1 blk 610 LTC 940-229 Situated at N Shoreham Beach and assessed to Genevieve J Perzanowski

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 15th 1959, 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 14 day of Oct. 1959

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 P 2 53

PLAINTIFF'S EXHIBIT #1

A 3350

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 115

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 900 00/xx Dollars and ____ Cents, of which 46 38/xx Dollars has been paid as a deposit on the property in Dist # 2 described as 25 acres Improved Blk 688 situated near Glenburnie Md.

and assessed to Charles McDonald

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 15th 1958, 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 14th day of Oct 1957

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [signature], 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,

[signature]
Notary Public.

My Commission Expires Jan 4 1959

PLAINTIFF'S EXHIBIT # 2

1959 OCT 13 PM 2 53

17

A 3370

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 116

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Lanthum Municipal, at public auction for the sum of 28 Dollars and 71 Cents, of which 28.71 Dollars has been paid as a deposit on the property in 5th Dist described as Lot 225 Blk 7 B Sub. Div. No 2 as shown on the plat of Brooklyn Park Sanitary Only

and assessed to Clayton W. Boardley, Inc.

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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. Loring
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 3

FILED
1958 OCT 13 P 2 53

2

A 3371

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 117

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 53 Dollars and 00 Cents, of which 53.00 Dollars has been paid as a deposit on the property in 5th. Dist. described as Lts 210 - 211 - 212 - 213 as shown on the plat of Patapsco Park. Sanitary Only and assessed to Parker + Mary Morton

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 15th. 1958, 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 14th day of Oct. 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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 4/1/59

PLAINTIFF'S EXHIBIT # 4 1959 OCT 13 PM 2 53

2 1

A 3372

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 118

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957 I sold to Southern Municipal at public auction for the sum of 117 Dollars and 49 Cents, of which 117.49 Dollars has been paid as a deposit on the property in 5th Dist described as Lots 580-581-582 & 632-633 as shown on plat of Patapsco Park Sanitary Only and assessed to Dora Harris Johnson Estate

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County; Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., 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 G. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 5

1959 OCT

A 3373

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 119

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 120 Dollars and 29 Cents, of which 120.29 Dollars has been paid as a deposit on the property in 5th Dist described as Lt 60 M Blk 4 as shown on plat of Overlook

Sanitary Only

and assessed to William B. & Hazel M. Scrimger

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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 July 1, 1959

FILED
1959 OCT 13 PM 2 53

PLAINTIFF'S EXHIBIT # 6

23

A 3422

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 120

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Anne Arundel Municipal at public auction for the sum of 22 Dollars and 08 Cents, of which 22.08 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 54-55 Sec II as shown on the Plat of Glen Burnie Hgts

Arnars.

and assessed to George Williams

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, 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 14 day of Oct 19 57

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 PM 2 53

PLAINTIFF'S EXHIBIT # 7

4

A 3427 **CERTIFICATE OF TAX SALE**

LIBER 137 PAGE 121

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 88 Dollars and 36 Cents, of which 88.36 Dollars has been paid as a deposit on the property in 7th Dist described as 1 Lot or 1.36 acres as shown on the Plat of Sleadyside W.S. Cedar Hurst Rd.

arrears

and assessed to James A & A G. Trowner.

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 15th 1958, 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 14 day of [illegible] 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires May 4, 1959

1959 OCT 13

PLAINTIFF'S EXHIBIT # 8

25

A 3428

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 122

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 20 Dollars and 21 Cents, of which 20.21 Dollars has been paid as a deposit on the property in 7th Dist described as Lot 2 ads & 2 square perches or .6 acres situated in Shadyside

Arrears.

and assessed to James D & Ethel Gross.

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Loving
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 PM 2 53

PLAINTIFF'S EXHIBIT # 9

26

A 3429

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 123

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Northern Municipal at public auction for the sum of 21 Dollars and 72 Cents, of which 21.72 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 23-24 Sec O as shown on the Plat of Glen Burnie Hgts

arrears

and assessed to Edward J. Kessler

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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 April 1, 1959

PLAINTIFF'S EXHIBIT # 10

FILED
1959 OCT 13 PM 2:58

21

A 3431 **CERTIFICATE OF TAX SALE**

LIBER 137 PAGE 124

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 32 Dollars and 10 Cents, of which 32.10 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 16-A. 16 B Blk 10 as shown on the Plat of Manhattan Bch.

arrears.

and assessed to Dr. E. Parsons & Warner, Mrs. Tama Dean

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., 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. Lovins
Notary Public.

My Commission Expires May 4, 1959

FILED

1959 OCT 13 PM 2:53

PLAINTIFF'S EXHIBIT # 11

28

A 3493

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 125

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 25 Dollars and 93 Cents, of which 25.93 Dollars has been paid as a deposit on the property in District 2 described as Lot 2 55 X 115 See C. Situated Nr Garden Farms.

acreage

and assessed to John W. Carroll

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland. Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lowing
Notary Public.

My Commission Expires May 4, 1959

FILED
1959 OCT 13 PM 2:53

PLAINTIFF'S EXHIBIT # 12

29

A 3502 **CERTIFICATE OF TAX SALE**

JOSEPH H. GRISCOM, Sr. LIBER 137 PAGE 126

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 180 Dollars and 00 Cents, of which 176.21 Dollars has been paid as a deposit on the property in 1 st dist described as ?? (2) lots imps J.HH. 858 569 Blk 591 Situated Tent House Creek Galesville

and assessed to Alex Hicks

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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 4, 1959

PLAINTIFF'S EXHIBIT # 13

FILED
1959 OCT 13 PM 2:53

30

A 3510

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 127

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 140 Dollars and 00 Cents, of which 103.48 Dollars has been paid as a deposit on the property in 3rd described as Pt of lots 28 to 30 situated Old Annapolis Blvd Glen Burnie E. of Marley Road

and assessed to Curtis Davis

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 15th 1959, 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 14 day of Oct 19 57

Joseph H. Griscom

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lewis

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 14

1959 OCT 23

31

A 3511

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 128

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 150 Dollars and 00 Cents, of which 78.48 Dollars has been paid as a deposit on the property in 3rd Dist described as .912 acres more or less J.H.H. 835-246 situated on Round Bay

and assessed to Roland & Clarence Day

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 15th 1958, 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 14 day of Oct 19 57

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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. Lacey
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 15

FILED
1959 OCT 13 PM 2 54

3

A 3516 **CERTIFICATE OF TAX SALE**

LIBER 137 PAGE 129

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of Two Dollars and 00 Cents, of which 3350 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 6 blk CCC plat 5, Lot 11 blk M plat 2 J.H.H. 883-250 as shown on the plat of Cape St. Clair and assessed to Tidewater Holding Corporation

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 15th 1959, 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 14 day of Oct 19 57

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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. Lewis
Notary Public.

My Commission Expires May 4 1959

PLAINTIFF'S EXHIBIT # 16

FILED
1959 OCT 13 PM 2 04

33

A 3519

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 130

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 245 Dollars and 65 Cents, of which 245.65 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 70 to 79 Inc. F.F. as shown on the plat of Glen Burnie Heights

and assessed to Mary E. & Fredick Strasz

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 15th 1958, 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 14 day of Oct 19 57

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 17

FILED
1959 OCT 13 AM

34

A 3522

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 131

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 28 Dollars and 67 Cents, of which 28.67 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 27-28 blk B as shown on the plat of Stone Haven

and assessed to F. L. & Russell Smith

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 18

FILED
1959 OCT 13 PM 2:54

35

A 3523

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 137 PAGE 132

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 148 Dollars and 89 Cents, of which 148.89 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 1-4, Block F. and Lot 31, Block F all as shown on the plat of Marley Park Sanitary Only and assessed to George D. & Carl J. Shriner

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 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr. 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. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 19

1959 OCT 13 PM 2

36

A 3533

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 137 PAGE 133

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 125 Dollars and 00 Cents, of which 50.36 Dollars has been paid as a deposit on the property in 7th Dist described as Lots 23-24 Blk 4 as shown on plat of Columbia Beach

and assessed to Alphonzo & F. L. Bell

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 15th 1958, 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 14 day of [illegible] 19 57

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., 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 [illegible]
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT # 20

1959 OCT 13 [illegible]

37

A 3565

CERTIFICATE OF TAX SALE

LIBER 137 PAGE 134

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to Southern Municipal at public auction for the sum of 200 00/xx Dollars and _____ Cents, of which 38 96/xx Dollars has been paid as a deposit on the property in District 6 described as Rev. Plat Blk 345 lot 6 situated ~~Hills Neuva~~ ~~Park~~ Neuva Villa Park. and assessed to Matthew Wright & Wife

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 15th 1958, 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 14 day of Oct. 1957

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Griscom, Sr., 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 McLaine
Notary Public.

My Commission Expires May 4, 1959

FILED

1959 OCT 13 PM 2:54

PLAINTIFF'S EXHIBIT # 21

38

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street Annapolis, Maryland * IN EQUITY

EQUITY NO. 13,465

Plaintiff *

vs.

GENEVIEVE J. PERZANOWSKI, 3347 23rd Street, S.E., Washington, D. C.

CHARLES McDONALD, Deceased; GEORGE McDONALD (Brother of Charles McDonald), Last Known Address, c/o Sherman House, Cheyenne, Wyoming; THOMPSON McDONALD, Deceased; ELIZA McDONALD,(Widow of Thompson McDonald), c/o Harry Wheeler, Joliet, near Billings, Montana; FRANK JAMES McDONALD, (Son on Thompson McDonald) Box 858, Cheyenne, Wyoming or c/o Belvoir Ranch, Warren Livestock Company, Cheyenne, Wyoming; MARGARET JUNE WHEELER, c/o Harry Wheeler, Joliet, near Billings, Montana; HARRY WHEELER, (Son of Margaret June Wheeler) Joliet, near Billings, Montana; REBECCA WILSON, Address Unknown; SAM McDONALD, Last Known Address, State of Montana

CLAYTON W. BOARDLEY, INC., also known as Clayton W. Bordley, Inc., 613 Deepdene Road, Baltimore 10, Maryland; EARLE C. MILLER and LOUISE M MILLER, 231 St. Paul Place, Baltimore 2, Maryland; DOUGLAS C. MILLER and THOMPSON M. MILLER, Addresses Unknown; HI-WAY REALTY COMPANY, INC., c/o Earle C. Miller, President, 231 St. Paul Place, Baltimore 2, Md.; HOME FRIENDLY INSURANCE COMPANY OF MARYLAND, Central & Park Avenues, Baltimore, Maryland; UNITED STATES OF AMERICA, Judgment Creditor

PARKER MORTON and MARY MORTON, his wife, 137 Miland Avenue, Patapsco Park, Baltimore 25, Maryland

DORA HARRIS JOHNSON ESTATE, DORA HARRIS JOHNSON, et al, and DORA HARRIS JOHNSON, 234 Zepplin Avenue, Baltimore 25, Maryland; JOHN SMITH, WILLIAM SMITH, THOMAS SMITH, Addresses Unknown; JACOB I. HAMBURGER, Trading as City Finance Company, Mortgagee, 307 North Eutaw Street, Baltimore, Maryland

LAND HOMES CORPORATION, 202 West Maple Road, Linthicum, Maryland; WILLIAM B. SCRIMGER and HAZEL M. SCRIMGER, his wife, 1017 Mt. Holly Street, Baltimore 29, Maryland

GEORGE WILLIAMS, and ELLA WILLIAMS, 3915 Southern Avenue, Baltimore, Maryland; ALLIED BUILDING CREDITS, INC., Assignee, St. Paul, Minnesota; CARROLL H. ALBAUGH, 119 Market Street, Annapolis, Maryland

JAMES A. CROWNER and AURIDA G. CROWNER, his wife, Churchton, Maryland; COUNTY TRUST COMPANY OF MARYLAND, Judgment Creditor, Annapolis, Md.

1959 OCT 17

Dft. Exhibit No. D
No. 13,465 Equity
29 July 1960
Mrs. Wolff

JAMES D. GROSS and ETHEL GROSS, his wife, Shadyside, Maryland; WOODFIELD FISH and OYSTER COMPANY, Judgment Creditor, Galesville, Md.

Heirs of Edward J. Kessler, Deceased; MARGUERITE B. KESSLER, Box 510, Rt. 5, Pasadena P. O., Maryland; ANNETTA SCHAFER, 501 Doris Avenue, Baltimore 25, Maryland; MARGUERITE B. DYKER and JOHN DYKER, 106 Grayson Road, Glen Burnie, Maryland

Heirs of Edward J. Lipin, Deceased; HELEN LIPIN, Widow, 1546 Sheffield Road, Baltimore, Maryland; DWIGHT LIPIN, Son, 1546 Sheffield Road, Baltimore, Maryland; ALFRED LIPIN, Brother of Edward J. Lipin, 502 Second Avenue, S. W., Glen Burnie, Maryland; RAYMOND LIPIN, Brother of Edward J. Lipin, Little Rock, Arkansas; JOHN LIPIN and AUGUSTA LIPIN, Mother and Father of Edward J. Lipin, 307 Baltimore-Annapolis Blvd., N.W., Glen Burnie, Maryland, AND SAMUEL SCHENKER, 180 Main Street, Annapolis, Maryland; TAMA DEAN WARNER and Dr. E. PARSONS, 907 E Street, N. E., Washington, D. C.

JOHN W. CARROLL, 157 West Street (formerly 26 Northwest St.), Annapolis Maryland

Heirs of Alex Hicks, also known as Alexander Hicks, Deceased, and Heirs of Elizabeth Hicks, Deceased: LELIA HICKS McDANIEL and WILLIAM McDANIEL, her husband, Address Unknown; BEATRICE HICKS MILES and JULIUS MILES, her husband, Address Unknown; MARGARET HICKS CROWNER and BENJAMIN CROWNER, her husband, Address Unknown; EDWARD HICKS and GRACIE HICKS, his wife, Address Unknown; GEORGE HICKS, Address Unknown ELIZABETH HICKS WATKINS and McKINLEY WATKINS, her husband, Address Unknown; JAMES ALBERT HICKS and ESTELLE HICKS, his wife, Galesville, Maryland

CURTIS DAVIS, 1524 E. Pressman Street, Baltimore 17, Maryland

CLARENCE DAY and ROLAND DAY, 37 Larkin Street, Annapolis, Maryland

TIDEWATER HOLDING CORPORATION, 1113 North Charles Street, Baltimore 1, Maryland

FREDERICK A. STRANZ, also known as Fredick A. Stranz, and MARY E. STRANZ, his wife, 601 Stewart Avenue, Glen Burnie, Maryland; ANTONIO R ROSELLO, also known as ANTONIO R. ROSELLO, 604 West Lexington Street, Baltimore, Maryland

RUSSELL SMITH and FRANCES L. SMITH, his wife, 2 Martin Boulevard, Apartment 2, Baltimore 20, Maryland; GRAND BUILDING AND LOAN ASSOCIATION, Mortgagee, 3235 Eastern Avenue, Baltimore, Maryland

GEORGE D. SHRINER and CARL J. SHRINER, 1134 Washington Blvd., Baltimore, Maryland, KATHARINE KORBIEN, IRENE W. KORBIEN and ROSE SAPPERSTE Redwood Hotel, 4 East Redwood Street, Baltimore 2, Maryland; ADAM F. HOFF and ESTA LEE HOFF, his wife, 4017 Oakford Avenue, Baltimore, Maryland, also P.O. Box 493, Baltimore 2, Maryland

ALFONZO BELL and FLORENCE L. BELL, his wife, 433 3rd Street, S. W., Washington, D. C.

MATHEW WRIGHT and MARTHA WRIGHT, his wife, 825 Spa Road, Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
1) First	Lot, 60 x 150, Plat 1, Blk. 610, G.T.C. No. 940, folio 229, situated at West Shoreham Beach.(Plat Cabinet 3, Rod F-6, Plat 14)	A-3345
2) Second	25 Acres & Imps., Blk. 688, situated near Gambrills, Maryland (Deed Ref.-W.N.W. 60, folio 207)	A-3350
3) Fifth	Lot 225, Blk. 7-B, Sub. Div. No. 3, as shown on the Plat of Brooklyn Park. (being known as 225 Meadow Road)	A-3370
4) Fifth	Lots 210-211-212-213, as shown on the plat of Patapsco Park (Plat Bk. 12, folio 8) and improvements	A-3371
5) Fifth	Lots 580-582 & 632-633, & Imps., as shown on the Plat of Patapsco Park (Plat Book 12, folio 8)	A-3372
6) Fifth	Lot 60-M, as shown on Page 31, Plat Book-Anne Arundel Sanitary Commission, showing said lot as part of Lots 60 & 61 of Plat 3, Linthicum Heights, Plat Bk. 15, folio 18. (Sold as Lot 60-M, Blk. 4, as shown on plat of Overlook)	A-3373
7) Third	Lots 54-55, Sect. TT, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 19)	A-3422
8) Seventh	1 lot or 1.36 acres & Imps., west side of Cedarhurst Road (Sold as 1 lot or 1.36 acres, as shown on the Plat of Shadyside, W. S. Cedar Hurst Road)	A-3427
9) Seventh	Lot 2 roods and 2 square perches or 0.6 acres situated near Shadyside.	A-3428
10) Third	Lots 23-24, Sect. O, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 28)	A-3429
11) Third	Lots 16-A, 16-B, Blk. 10, as shown on the Plat of Manhattan Beach	A-3431
12) Second	Lot No. 2, Sec. C, 55 x 115, of the Boardley property, situated near the intersection of the road from Weems Creek to Best Gate and Cow Hide Branch Road (sold as Lot 2, 55 x 115, Sec. C, situated near Garden Farms)	A-3493
13) First	Lot approximately 152 x 71, situated on the public road known as the "Avenue", Galesville; said road leading to Woodfield Avenue. (Sold as 2 lots & Imps., J.H.H. 858, folio 569, Blk. 591, situated Tent House Creek, Galesville)	A-3502

14) Third	Part of lots 28, 29 & 30, as shown on a plat entitled "Subdivision of property on Old Annapolis Boulevard near Glen Burnie for Foxwell". Plat Book 18, folio 39, situated on the East side of Marley Road and west of Old Annapolis Blvd. (Sold as Pt. of lots 28 to 30, situated Old Annapolis Blvd., Glen Burnie, E. S. Marley Rd.)	A-3510
15) Third	0.912 acres & Imps, situated on the South side of Old Annapolis Blvd. and the North side of the Baltimore and Annapolis Railroad, as shown on a plat recorded with a deed in Liber 835, folio 246. (Sold as .912 acres, Imps., J.H.H. 835/246, situated near Round Bay)	A-3511
16) Third	Lot 6, Blk. CCC, Plat No. 5, as shown on the Plat of Cape St. Claire (Plat Bk. 21 folio 48)	A-3516
17) Third	Lots 70 through 79, Sec. FF, as shown on the plat of Glen Burnie Heights (Plat Book 16, folio 27)	A-3519
18) Third	Lots 27-28, Blk. B, as shown on the plat of Stone Haven (Plat Book 21, folio 50)	A-3522
19) Third	Lots 1-4, Blk. F and Lot 31, Blk. F, all as shown on the plat of Marley Park. Plat Book 2, folio 19	A-3523
20) Seventh	Lots 23 and 24, Blk. 4, as shown on the Plat of Columbia Beach (Plat Cabinet 1, Rod A-9, Plat No. 19)	A-3533
21) Sixth	Lot 6, as shown on the Revised Plat of part of Neuva Villa Park. (Sold as Revised Plat Book 345, Lot 6, situated Neuva Villa Park) Plat recorded in Liber J.H.H. No. 332, folio 102.	A-3565

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 14, 1957, for amount in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County,

and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

1) Certificate No. A-3345 - Lot 26, 60 x 150, Plat 1, Blk. 610, G.T.C. No. 940, folio 229, situated at West Shoreham Beach, First Election District, and assessed to Genevieve J. Perzanowski and sold to Plaintiff for $130.00 of which sum $102.30 has been paid on account.

2) Certificate No.A3350 - 25 acres, Imps. Blk. 688, situated near Gambrills, Maryland, Second Election District, and assessed to Charles McDonald and sold to Plaintiff for $900.00 of which sum $46.38 has been paid on account.

3) Certificate No.A3370 - Lot 225, Blk. 7-B, Sub. Div. No. 3, as shown on the Plat of Brooklyn Park, Fifth Election District, and assessed to Clayton W. Boardley, Inc.(also known as Clayton W. Bordley, Inc.) and sold to Plaintiff for $28.71, of which sum $28.71 has been paid.

4) Certificate No. A3371 - Lots 210-211-212-213, as shown on the plat of Patapsco Park, Fifth Election District, and assessed to Parker and Mary Morton and sold to Plaintiff for $53.00, of which sum $53.00 has been paid.

5) Certificate No. A3372 - Lots 580-582, 632-633, as shown on the Plat of Patapsco Park, Fifth Election District, and assessed to Dora Harris Johnson Estate and sold to Plaintiff for $117.49, of which sum $117.49 has been paid.

6) Certificate No. A3373 - Lot 60M, Blk. 4, as shown on Plat of Overlook, Fifth Election District, and assessed to William B. and Hazel M. Scrimger and sold to Plaintiff for $120.29, of which sum $120.29 has been paid.

7) Certificate No. A3422 - Lots 54 - 55, Sec. TT, as shown on the plat of Glen Burnie Heights, Third Election District, and assessed to George Williams and sold to Plaintiff for $22.08, of which sum, $22.08 has been paid.

8) Certificate No. A3427 - 1 Lot or 1.36 acres, as shown on the plat of Shadyside, W. S. Cedar Hurst Road, Seventh Election District, and assessed to James A. and A. G. Crowner and sold to Plaintiff for $88.36, of which sum $88.36 has been paid.

9) Certificate No. A3428 - Lot 2 roods and 2 square perches or .6 acres situated near Shadyside, Seventh Election District, and assessed to James D. and Ethel Gross and sold to Plaintiff for $20.21, of which sum $20.21 has been paid.

10) Certificate No. A3429 - Lots 23-24, Sec. O, as shown on the Plat of Glen Burnie Heights, Third District, and assessed to Edward J. Kessler and sold to Plaintiff for $21.72, of which sum $21.72 has been paid.

11) Certificate No. A3431 - Lots 16-A, 16-B, Blk. 10, as shown on the Plat of Mahattan Beach, Third Election District, and assessed to Dr. E. Parsons and Mrs. Tama Dean Warner and sold to Plaintiff for $32.10 of which sum $32.10 has been paid.

12) Certificate No. A3493 - Lot 2, 55 x 115, section C, situated near Garden Farms, Second Election District, and assessed to John W. Carroll and sold to Plaintiff for $25.93, of which sum $25.93 has been paid.

13) Certificate No. A3502 - 2 lots & Imps, J.H.H. 858, folio 569, Blk. 591, situated Tent House Creek, Galesville, First Election District, and assessed to Alex Hicks (also known as Alexander Hicks) and sold to Plaintiff for $180.00, of which sum $176.21 has been paid on account.

14) Certificate No. A3510 - Pt. of lots 28 to 30, situated Old Annapolis Blvd., Glen Burnie, E. S. Marley Road, Third District, and assessed to Curtis Davis and sold to Plaintiff for $140.00, of which sum $103.48 has been paid on account.

15) Certificate No. A3511 - 0.912 Acres & Imps., J.H.H. No. 835, folio 246, situated near Round Bay, Third District, and assessed to Roland and Clarence Day and sold to Plaintiff for $150.00, of which sum $78.48 has been paid on account.

16) Certificate No. A3516 - Lot 6, Blk. CCC, Plat 5, J.H.H. No. 883, folio 250, as shown on the plat of Cape St. Claire, Third Election District, and assessed to Tidewater Holding Corporation, and sold to Plaintiff for $100.00, of which sum $11.32 has been paid on account.

17) Certificate No. A3519 - Lots 70 to 79, Section FF, as shown on the plat of Glen Burnie Heights, Third Election District, and assessed to Mary E. and Fredick Stranz (also known as Frederick A. Stranz) and sold to Plaintiff for $245.65, of which sum, $245.65 has been paid.

18) Certificate No. A3522 - Lots 27-28, Blk. B, as shown on the plat of Stone Haven, Third Election District, and assessed to F. L. and Russell Smith, and sold to Plaintiff for $28.67, of which sum $28.67 has been paid.

19) Certificate No. A3523 - Lots 1-4, Blk. F and Lot 31, Blk. F, all as shown on the plat of Marley Park, Third Election District, and assessed to George D. and Carl J. Shriner and sold to Plaintiff for $148.89, of which sum $148.89 has been paid.

20) Certificate No. A3533 - Lots 23-24, Blk. 4, as shown on the plat of Columbia Beach, Seventh Election District, and assessed to Alphonzo and F. L. Bell and sold to Plaintiff for $125.00, of which sum, $50.36 has been paid on account.

21) Certificate No. A3565 - Rev. Plat, Blk. 345, Lot 6, situated Neuva Villa Park, Sixth District, and assessed to Matthew Wright and wife, and sold to Plaintiff for $200.00, of which sum $38.96 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more

than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 17th day of October, 1959, 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 24th day of December, 1959, next, warning the said Genevieve J. Perzanowski, George McDonald, Eliza McDonald, Frank James McDonald, Margaret June Wheeler, Harry Wheeler, Rebecca Wilson, Sam McDonald, Clayton W. Boardley, Inc. (also known as Clayton W. Bordley, Ir Earle C. Miller, Louise M. Miller, Douglas C. Miller, Thompson M. Miller, Hi-Way Realty Company, Inc., Home Friendly Insurance Company of Maryland, United States of America, Parker Morton, Mary Morton, Dora Harris Johnson, John Smith, William Smith, Thomas Smith, Jacob I. Hamburger, Trading as City Finance Company; Land Homes Corporation, William B. Scrimger, Hazel M. Scrimger, George Williams, Ella Williams, Allied Building Credits, Inc., Carroll H. Albaugh, James A. Crowner, Aurida G. Crowner, County Trust Company of Maryland, James D. Gross, Ethel Gross, Woodfield Fish and Oyster Company, Marguerite B. Kessler, Annetta Schafer, Marguerite B. Dyker, John Dyker, Helen Lipin, Dwight Lipin, Alfred Lipin, Raymond Lipin, John Lipin, Augusta Lipin, Samuel Schenker, Tama Dean Warner, Dr. E. Parsons, John W. Carroll, Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Julius Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Elizabeth Hicks Watkins, McKinley Watkins, James Albert Hicks, Estelle Hicks, Curtis Davis, Clarence Day, Roland Day, Tidewater Holding Corporation, Frederick A. Stranz (also known as Fredick A. Stranz), Mary E. Stranz, Antonio P. Rosello (also known as Antonio R. Rosello), Russell Smith, Frances L. Smith, Grand Building and Loan Association, George D. Shriner, Carl J. Shriner, Katharine Korbien, Irene W. Korbien, Rose Sapperstein, Adam F. Hoff, Esta Lee Hoff,

Alfonzo Bell, Florence L. Bell, Matthew Wright, Martha Wright and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing persons, and the unknown heirs at law, alienees, assignees and devisees of Charles McDonald, deceased; Thompson McDonald, Deceased; Edward J. Kessler, Deceased; Edward J. Lipin, Deceased; Alex Hicks, (also known as Alexander Hicks), Deceased; and Elizabeth Hicks, Deceased; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 24th day of December, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

WEBSTER S. BLADES
MOSES W. ROSENFELD
JULIUS NOVEY
CHARLES M. CAHN, JR.
PAUL C. WOLMAN, JR.
J. GORDON FIRSTMAN

LAW OFFICES OF
BLADES & ROSENFELD
912 FIDELITY BUILDING
BALTIMORE 1, MD.

TELEPHONE
LEXINGTON 9-7558

LIBER 137 PAGE 143

October 21, 1959

Clerk,
Circuit Court of Anne Arundel County,
Annapolis, Maryland.

Dear Mr. Clerk:

This office represents Jacob I. Hamburger, T/A City Finance Company.

I have before me Equity Subpoena in the Matter of Southern Municipal Corporation v. Genevieve J. Perzanowski, et al (Equity #13,465).

The nature of the matter is an action for the purpose of foreclosing rights of redemption in and to certain properties purchased at a legal tax sale.

I am writing to advise that our client, Jacob I. Hamburger, T/A City Finance Company, Mortgagee, at the present time has no interest whatsoever in any of said properties, the mortgages referred to in the Bill of Complaint having been paid, but having never been released of record.

It is my understanding of the pleadings that the Complainant is merely seeking to foreclose all rights of redemption in the properties involved, and under the circumstances, no answer will be filed on behalf of said Jacob I. Hamburger, T/A City Finance Company.

A copy of this letter is being sent to the Complainant and if the Complainant request any further disclaimer on the part of Jacob I. Hamburger, T/A City Finance Company, I will have such disclaimer executed provided that said disclaimer is prepared by said Complainant.

Very truly yours,

Charles M. Cahn, Jr.

CMC/f
cc - Mr. Irving J. Applefeld
Southern Municipal Corporation

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LIBER 137 PAGE 144

SOUTHERN MUNICIPAL CORPORATION a body corporate, Plaintiff vs. GENEVIEVE J. PERZANOWSKI, et al Defendants	* * * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,465

* * * * * *

ANSWER AND DISCLAIMER OF
JACOB I. HAMBURGER, TRADING AS CITY FINANCE COMPANY

Jacob I. Hamburger, T/A City Finance Company, named as one of the Defendants herein by virtue of three unreleased mortgages as follows: (a) Mortgage dated December 23, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 116, folio 20; (b) Mortgage dated December 20, 1934 and recorded among the aforesaid Land Records in Liber F.A.M. No. 135, folio 49; and (c) Mortgage dated October 13, 1936 and recorded among the aforesaid Land Records in Liber F.A.M. No. 150, folio 404, on the real estate under 1957 tax sale certificate No. A3372 covering Lots 580-582, 632-633, as shown on the plat of Patapsco Park and assessed in the name of Dora Harris Johnson Estate (also known as Dora Harris Johnson, et al), says as follows:

1. This Defendant disclaims any interest in the subject property for the reason that the said mortgages recorded as aforesaid, have heretofore been fully paid and released and therefore this Defendant claims no interest in the said property even though the aforesaid mortgages may be unreleased of record.

Witness:

Josephine A. Brockmeyer

JOSEPHINE A. BROCKMEYER

Jacob I. Hamburger,
T/A City Finance Company

FILED

1959 OCT 28 PM 4:03

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OFFICE OF

LIBER 137 PAGE 145

THE ★ STAR

GLEN BURNIE, MD., November 13, 19 59

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 13th day of November 19 59, that is to say the same was inserted in the issues of Oct. 22,29, Nov. 5, and Nov. 12, 1959

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Edith Greenwood

C. Maurice Weidemeyer - Atty.
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY, MARYLAND
IN EQUITY
EQUITY NO. 13,465

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street, Annapolis, Maryland
Plaintiff
vs.
GENEVIEVE J. PERZANOWSKI, 3347 23rd Street, S.E., Washington, D.C.

CHARLES McDONALD, Deceased; GEORGE McDONALD (Brother of Charles McDonald), Last Known Address, c/o Sherman House, Cheyenne, Wyoming; THOMPSON McDONALD, Deceased; ELIZA McDONALD, (Widow of Thompson McDonald), c/o Harry Wheeler, Joliet, near Billings, Montana; FRANK JAMES McDONALD, (Son of Thompson McDonald) Box 858, Cheyenne, Wyoming or c/o Belvoir Ranch, Warren Livestock Company, Cheyenne, Wyoming; MARGARET JUNE WHEELER, c/o Harry Wheeler, Joliet, near Billings, Montana; HARRY WHEELER, (Son of Margaret June Wheeler) Joliet, near Billings, Montana; REBECCA WILSON, Address Unknown; SAM McDONALD, Last Known Address, State of Montana

CLAYTON W. BOARDLEY, INC., also known as Clayton W. Bordley, Inc., 613 Deepdene Road, Baltimore 10, Maryland; EARLE C. MILLER and LOUISE M. MILLER, 231 St. Paul Place, Baltimore 2, Maryland; DOUGLAS C. MILLER and THOMPSON M. MILLER, Adresses Unknown; HI-WAY REALTY COMPANY, INC., c/o Earle C. Miller, President, 231 St. Paul Place, Baltimore 2, Md.; HOME FRIENDLY INSURANCE COMPANY OF MARYLAND, Central & Park Avenues, Baltimore, Maryland; UNITED STATES OF AMERICA, Judgment Creditor

PARKER MORTON and MARY MORTON, his wife, 137 Miland Avenue Patapsco Park, Baltimore 25, Maryland

DORA HARRIS JOHNSON ESTATE, DORA HARRIS JOHNSON, et al, and DORA HARRIS JOHNSON, 234 Zepplin Avenue, Baltimore 25, Maryland; JOHN SMITH, WILLIAM SMITH, THOMAS SMITH, Addresses Unknown; JACOB I. HAMBURGER, Trading as City Finance Company, Mortgagee, 307 North Eutaw Street, Baltimore, Maryland

LAND HOMES CORPORATION, 202 West Maple Road, Linthicum, Maryland; WILLIAM B. SCRIMGER and HAZEL M. SCRIMGER, his wife, 1017 Mt. Holly Street, Baltimore 29, Maryland

GEORGE WILLIAMS, and ELLA WILLIAMS, 3915 Southern Avenue, Baltimore, Maryland; ALLIED BUILDING CREDITS, INC., Assignee, St. Paul, Minnesota; CARROLL H. ALBAUGH, 119 Market Street, Annapolis, Maryland

JAMES A. CROWNER and AURIDA G. CROWNER, his wife, Churchton, Maryland; COUNTY TRUST COMPANY OF MARYLAND, Judgment Creditor, Annapington Blvd., Baltimore, Maryland, KATHARINE KORBIEN, IRENE W. KORBIEN and ROSE SAPERSTEIN, Redwood Hotel, 4 East Redwood Street, Baltimore 2, Maryland; ADAM F. HOFF and ESTA LEE HOFF, his wife, 4017 Oakfort Avenue, Baltimore, Maryland, also P.O. Box 493, Baltimore 2, Maryland

ALFONZO BELL and FLORENCE L. BELL, his wife, 433 3rd Street, S.W., Washington, D.C.

MATHEW WRIGHT and MARTHA WRIGHT, his wife, 825 Spa Road, Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

1) First District - Lot, 60 x 150, Plat 1, Blk. 610, G.T.C. No. 940, folio 229, situated at West Shoreham Beach. (Plat Cabinet 3, Rod F-6, Plat 14) - Cert. No. A-3345

2) Second District - 25 Acres & Imps., Blk. 688, situated near Gambrills Maryland. (Deed Ref.-W.N.W 60, folio 207) -- Cert. No. A-3350

3) Fifth District - Lot 225, Blk. 7-B, Sub. Div. No. 3, as shown on the Plat of Brooklyn Park. (being known as 225 Meadow Road) - Cert. No. A-3370

4) Fifth District - Lots 210-211-212-213, as shown on the plat of Patapsco Park (Plat Bk. 12, folio 8) and improvements - Cert. No. A-3371

5) Fifth District - Lots 580-582 & 632-633, & imps., as shown on the Plat of Patapsco Park (Plat Book 12, folio 8) - Cert. No. A-3372

6) Fifth District - Lot 60-M, as shown on Page 31, Plat Book - Anne Arundel Sanitary Commission, showing said lot as part of Lots 60 & 61 of Plat 3, Linthicum Heights, Plat Bk. 15, folio 18. (Sold as Lot 60-M, Blk. 4, as shown on plat of Overlook) - Cert. No. A-3373

7) Third District - Lots 54-55, Sect. TT, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 19) - Cert. No. A-3422

8) Seventh District - 1 lot or 1.36 acres & Imps., west side of Cedarhurst Road (Sold as 1 lot or 1.36 acres, as shown on the Plat of Shadyside W. S. Cedar Hurst Road) - Cert. No. A-3427

9) Seventh District - Lot 2 roods and 2 square perches or 0.6 acres situated near shadyside. - Cert. No. A-3428

10) Third District - Lots 23-24, Sect. 0, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 28) - Cert. No. A-3429

11) Third District - Lots 16-A, 16-B, Blk. 10, as shown on the Plat of Manhattan Beach - Cert. No. A-3431

12) Second District - Lot No. 2, Sec. C, 55 x 115, of the Boardley property, situated near the intersection of the road from Weems Creek to Best Gate and Cow Hide Branch Road (sold as Lot 2. 55 x 115, Sec. C, situated near Garden Farms) - Cert. No. A-3493

13) First District - Lot approximately 152 x 71, situated on the public road known as the "Avenue", Galesville; said road leading to Woodfield Avenue. (Sold as 2 lots & Imps., J.H.H. 858, folio 569, Blk. 591, situated Tent House Creek, Galesville) - Cert. No. A-3502

Election District, and assessed Genevjeve J. Perzanowski and sold to Plaintiff for $130.00 of which sum $102.30 has been paid on account.

2) Certificate No. A3350 - 25 acres, Imps. Blk. 688, situated near Gambrills, Maryland, Second Election District, and assessed to Charles McDonald and sold to Plaintiff for $900.00 of which sum $46.38 has been paid on account.

3) Certificate No. A3370 - Lot 225, Blk. 7-B, Sub. Div. No. 3, as shown on the Plat of Brooklyn Park, Fifth Election District, and assessed to Clayton W. Boardley, Inc. (also known as Clayton W. Bordley, Inc.) and sold to Plaintiff for $28.71, of which sum $28.71 has been paid.

4) Certificate No. A3371 - Lots 210-211-212-213, as shown on the plat of Patapsco Park, Fifth Election District, and assessed to Parker and Mary Morton and sold to Plaintiff for $53.00, of which sum $53.00 has been paid.

5) Certificate No. A3372 - Lots 580-582, 632-633, as shown on the Plat of Patapsco Park, Fifth Election District, and assessed to Dora Harris Johnson Estate and sold to Plaintiff for $117.49, of which sum $117.49 has been paid.

6) Certificate No. A3373 - Lot 60M, Blk. 4, as shown on Plat of Overlook, Fifth Election District, and assessed to William B. and Hazel M. Scrimger and sold to Plaintiff for $120.29, of which sum $120.29 has been paid.

7) Certificate No. A3422 - Lots 54 - 55, Sec. TT, as shown on the plat of Glen Burnie Heights, Third Election District, and assessed to George Williams and sold to Plaintiff for $22.08, of which sum, $22.08 has been paid.

8) Certificate No. A3427 - 1 Lot or 1.36 acres, as shown on the plat of Shadyside, W. S. Cedar Hurst Road, Seventh Election District, and assessed to James A. and A. G. Crowner and sold to Plaintiff for $88.36, of which sum $88.36 has been paid.

9) Certificate No. A3428 - Lot 2 roods and 2 square perches or .6 acres situated near Shadyside, Seventh Election District, and assessed to James D. and Ethel Gross and sold to Plaintiff for $20.21, of which sum $20.21 has been paid.

10) Certificate No. A3429 - Lots 23-24, Sec. O, as shown on the Plat of Glen Burnie Heights, Third District, and assessed to Edward J. Kessler and sold to Plaintiff for $21.72, of which sum $21.72 has been paid.

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12) Certificate No. A3493 - Lot 2, 55 x 115, section C, situated near Garden Farms, Second Election District, and assessed to John W. Carroll and sold to Plaintiff for $25.93, of which sum $25.93 has been paid.

13) Certificate No. A3502 - 2 lots & Imps., J.H.H. 858, folio 569, Blk. 591, situated Tent House Creek, Galesville, First Election District and assessed to Alex Hicks (also known as Alexander Hicks) and sold to Plaintiff for $180.00, of which sum $176.21 has

polis, Md.

JAMES D. GROSS and ETHEL GROSS, his wife, Shadysside, Maryland; WOODFIELD FISH and OYSTER COMPANY, Judgment Creditor, Galesville, Md.

Heirs of Edward J. Kessler, Deceased; MARGUERITE B. KESSLER, Box 510, Rt. 5, Pasadena P.O., Maryland; ANNETTA SCHAFER, 501 Davis Avenue, Baltimore 25, Md; MARGUERITE B. DYKER and JOHN DYKER, 106 Grayson Road, Glen Burnie, Maryland

Heirs of Edward J. Lipin, Deceased; HELEN LIPIN, Widow, 1516 Sheffield Road, Baltimore, Maryland; DWIGHT LIPIN, Son, 1516 Sheffield Road, Baltimore, Maryland; ALFRED LIPIN, brother of Edward J. Lipin, 502 Second Avenue, S.W., Glen Burnie, Maryland; RAYMOND LIPIN, Brother of Edward J. Lipin, Little Rock, Arkansas; JOHN LIPIN and AUGUSTA LIPIN, Mother and Father of Edward J. Lipin, 307 Baltimore-Annapolis Blvd., N.W., Glen Burnie, Maryland, AND SAMUEL SCHENKER, 180 Main Street, Annapolis, Maryland; TAMA DEAN WARNER and Dr. E. PARSONS, 907 B Street, N.E., Washington, D.C.

JOHN W. CARROLL, 157 West Street (formerly 26 Northwest St.), Annapolis, Maryland

Heirs of Alex Hicks, also known as Alexander Hicks, Deceased, and Heirs of Elizabeth Hicks, Deceased: LELIA HICKS McDANIEL and WILLIAM McDANIEL, her husband, Address Unknown; BEATRICE HICKS MILES and JULIUS MILES her husband, Address Unkown; MARGARET HICKS CROWNER and BENJAMIN CROWNER, her husband, Address Unknown; EDWARD HICKS and GRACIE HICKS, his wife, Address Unknown; GEORGE HICKS, Address Unknown; ELIZABETH HICKS WATKINS and McKINLEY WATKINS, her husband, Address Unknown; JAMES ALBERT HICKS and ESTELLE HICKS, his wife, Galesville, Maryland

CURTIS DAVIS, 1524 E. Pressman Street, Baltimore 17, Maryland

CLARENCE DAY and ROLAND DAY, 37 Larkin Street, Annapolis, Maryland

TIDEWATER HOLDING CORPORATION, 1113 North Charles Street, Baltimore 1, Maryland

FREDERICK A. STRANZ, also known as Fredick A. Stranz, and MARY E. STRANZ, his wife, 601 Stewart Avenue, Glen Burnie, Maryland; ANTONIO R. ROSELLO, also known as ANTONIO R. ROSELLO, 604 West Lexington Street, Baltimore, Maryland

RUSSELL SMITH and FRANCES L. SMITH, his wife, 2 Martin Boulevard, Apartment 2, Baltimore 20, Maryland; GRAND BUILDING AND LOAN ASSOCIATION, Mortgagee, 3235 Eastern Avenue, Baltimore, Maryland

GEORGE D. SHRINER and CARL J. SHRINER, 2134 Wash-

14) Third District - Part of lots 28, 29 & 30, as shown on a plat entitled "Subdivision of property on Old Annapolis Boulevard near Glen Burnie for Foxwell". Plat Book 18, folio 39, situated on the East side of Marley Road and west of Old Annapolis Blvd. (Sold as Pt. of lots 28 to 30, situated Old Annapolis Blvd., Glen Burnie, E. S. Marley Rd.) - Cert. No. A-3510

15) Third District - 0.912 acres & Imps., situated on the South side of Old Annapolis Blvd. and the North side of the Baltimore and Annapolis Railroad, as shown on a plat recorded with a deed in Liber 835, folio 246. (Sold as .912 acres, Imps., J.H.H. 835/246, situated near Round Bay) - Cert. No. A-3511

16) Third District - Lot 6, Blk. CCC, Plat No. 5, as shown on the Plat of Cape St. Claire (Plat Bk. 21, folio 48) - Cert. No. A-3516

17) Third District - Lots 70 through 79, Sec. FF, as shown on the plat of Glen Burnie Heights (Plat Book 16, folio 27) - Cert. No. A-3519

18) Third District - Lots 27-28, Blk. B, as shown on the plat of Stone Haven (Plat Book 21, folio 50) - Cert. No. A-3522

19) Third District - Lots 1-4, Blk. F and Lot 31, Blk. F, all as shown on the plat of Marley Park. Plat Book 2, folio 19 - Cert. No. A-3523

20) Seventh District - Lots 23 and 24, Blk. 4, as shown on the Plat of Columbia Beach (Plat Cabinet 1, Rod A-9, Plat No. 19) - Cert. No. A-3533

21) Sixth District - Lot 6, as shown on the Revised Plat of part of Neuva Villa Park. (Sold as Revised Plat Book 345, Lot 6, situated Neuva Villa Park) Plat recorded in Liber J.H.H. No. 332, folio 102. - Cert. No. A-3565

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 14, 1957, for amount in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

1) Certificate No. A-3345 - Lot 26, 60 x 150, Plat 1, Blk. 610, C.T.C. No. 940, folio 229, situated at West Shoreham Beach, First

been paid on account.

14) Certificate No. A3510 - Pt. of lots 28 to 30, situated Old Annapolis Blvd., Glen Burnie, E. S. Marley Road, Third District, and assessed to Curtis Davis and sold to Plaintiff for $140.00, of which sum $103.48 has been paid on account.

15) Certificate No. A3511 - 0.912 Acres & Imps., J.H.H. No. 835, folio 246, situated near Round Bay, Third District, and assessed to Roland and Clarence Day and sold to Plaintiff for $150.00, of which sum $78.48 has been paid on account.

16) Certificate No. A3516 - Lot 6, Blk. CCC, Plat 5, J.H.H. No. 883, folio 250, as shown on the plat of Cape St. Claire, Third Election District, and assessed to Tidewater Holding Corporation, and sold to Plaintiff for $100.00, of which sum $11.32 has been paid on account.

17) Certificate No. A3519 - Lots 70 to 79, Section FF, as shown on the plat of Glen Burnie Heights, Third Election District, and assesed to Mary E. and Fredick Stranz (also known as Frederick A. Stranz) and sold to Plaintiff for $245.65, of which sum, $245.65 has been paid.

18) Certificate No. A3522 - Lots 27-28, Blk. B, as shown on the plat of Stone Haven, Third Election District, and assessed to F. L. and Russell Smith, and sold to Plaintiff for $28.67, of which sum $28.67 has been paid.

19) Certificate No. A3523 - Lots 1-4, Blk. F and Lot 31, Blk. F, all as shown on the plat of Marley Park, Third Election District, and assessed to George D. and Carl J. Shriner and sold to Plaintiff for $148.89, of which sum $148.89, has been paid.

20) Certificate No. A3533 - Lots 23-24, Blk. 4, as shown on the plat of Columbia Beach, Seventh Election District, and assessed to Alphonzo and F. L. Bell and sold to Plaintiff for $125.00, of which sum, $50.36 has been paid on account.

21) Certificate No. A3565 - Rev. Plat, Blk. 345, Lot 6, situated, Neuva Villa Park, Sixth District, and assessed to Matthew Wright and wife, and sold to Plaintiff for $200.00, of which sum $38.96 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 17th day of October, 1959, 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 24th day of December, 1959, next, warning the said Genevieve J. Perzanowski, George McDonald, Eliza McDonald, Frank James McDonald, Margaret June

Wheeler, Harry Wheeler, Rebecca Wilson, Sam McDonald, Clayton W. Bowdley, Inc. (also known as Clayton W. Bowdley, Inc., Earle C. Miller, Louise M. Miller, Douglas C. Miller, Thompson M. Miller, Hi-Way Realty Company, Inc., Home Friendly Insurance Company of Maryland, United States of America, Parker Morton, Mary Morton, Dora Harris Johnson, John Smith, William Smith, Thomas Smith, Jacob I. Hamburger, Trading as City Finance Company; Land Homes Corporation, William B. Scrimger, Hazel M. Scrimger, George Williams, Ella Williams, Allied Building Credits, Inc., Carroll H. Albaugh, James A. Crowner, Aurida G. Crowner, County Trust Company of Maryland, James D. Gross, Ethel Gross, Woodfield Fish and Oyster Company, Marguerite B. Kessler, Annetta Schafer, Marguerite B. Dyker, John Dyker, Helen Lipin, Dwight Lipin, Alfred Lipin, Raymond Lipin, John Lipin, Augusta Lipin, Samuel Schenker, Tama Dean Warner, Dr. E. Parsons, John W. Carroll, Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Julius Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Elizabeth Hicks Watkins, McKinley Watkins, James Albert Hicks, Estelle Hicks, Curtis Davis, Clarence Day, Roland Day, Tidewater Holding Corporation, Frederick A. Stranz (also known as Fredick A. Stranz), Mary E. Stranz, Antonio P. Rosello (also known as Antonio R. Rosello), Russell Smith, Frances L. Smith, Grand Building and Loan Association, George D. Shriner, Carl J. Shriner, Katharine Korbien, Irene W. Korbien, Rose Sapperstein, Adam F. Hoff, Esta Lee Hoff, Alfonzo Bell, Florence L. Bell, Matthew Wright, Martha Wright and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing person, and the unknown heirs at law, alienees, assignees and devisees of Charles McDonald, deceased; Thompson McDonald, Deceased; Edward J. Kessler, Deceased; Edward J. Lipin, Deceased; Alex Hicks, (also known as Alexander Hicks), Deceased; and Elizabeth Hicks, Deceased; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 24th day of December, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

GEORGE T. CROMWELL,
Clerk

TRUE COPY, TEST: 49
GEORGE T. CROMWELL,
Clerk

To Nov. 12

LIBER 137 PAGE 149

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
GENEVIEVE J. PERZANOWSKI, et al,	*	IN
Defendants	*	EQUITY NO. 13,465
	*	

****

STIPULATION

It is stipulated and agreed that Fairview Federal Savings and Loan Association is the holder of a mortgage on the property known as 225 Meadow Road, being Lot 225, Block 7-B, Subdivision No. 3, as shown on the Plat of Brooklyn Park, which property is mentioned in these proceedings and is covered by 1957 Tax Sale Certificate No. A3370, and is therefore a necessary party of this proceeding and is entitled to redeem the property covered by this certificate.

It is further stipulated and agreed that the amounts necessary in order that the Defendant, Fairview Federal Savings and Loan Association may redeem the Certificate No. A3370, are as follows:

To be paid to the County Treasurer of Arne Arundel County for cost of certificate and interest	$32.16
To be paid to attorney for Plaintiff for attorney's fee and title examination	40.00 ~~75.00~~ C.M.W.
Proportionate share of Court costs	15.00
Proportionate share of publishing Order of Publication	17.50
	~~107.50~~ 72.50 C.M.W.

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

FILED

1958 NOV 30 PM 2:13

LIBER 137 PAGE 150

John O. Dumler
Fidelity Building
Baltimore 1, Maryland
Attorney for Fairview Federal
Savings and Loan Association

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 2nd day of December, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity,

ORDERED, that the amounts necessary to redeem the property described in Tax Sale Certificate No. A3370 are:

To be paid to the County Treasurer of Anne Arundel County for cost of certificate and interest	$32.16
To be paid to attorney for Plaintiff for attorney's fee and title examination	$ 40.00
Proportionate share of Court costs	15.00
Proportionate share of publishing Order of Publication	17.50
	$ 72.50

JUDGE

FILED
1959 DEC -2 PM 3:31

52

LIBER 137 PAGE 151

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff vs. GENEVIEVE J. PERZANOWSKI, et al, Defendants	* * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 13,465

****

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Clayton W. Boardley, Inc., Earle C. Miller, Louise M. Miller, Douglas C. Miller, Thompson M. Miller, Hi-Way Realty Company, Inc., Home Friendly Insurance Company of Maryland, United States of America and all persons having or claiming to have any interest in the property known as 225 Meadow Road, being Lot 225, Plk 7-B, Subdivision No. 3, as shown on the Plat of Brooklyn Park, and which is described in 1957 Tax Sale Certificate No. A3370 filed in these proceedings.

C. Maurice Weidemeyer
Attorney for Plaintiff

1959 DEC -2 [illegible] 2:52

SOUTHERN MUNICIPAL CORPORATION, A body corporate of the State of Delaware, 236 Main Street, Annapolis, Maryland. PLAINTIFF VS GENEVIEVE J. PERZANOWSKI, 3347 23rd Street, S.E., Washington, D. C. ET ALS. . . . . . RESPONDENTS	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY EQUITY 13,465

LIBER 137 PAGE 152

STIPULATION

IT IS AGREED between the parties hereto that the following amounts must be paid in order that the Respondents, Parker Morton and Mary Morton, his wife, may redeem the property described in Tax Sale Certificate A-3371 filed in these proceedings:

To be paid to the Treasurer of Anne Arundel County:

Anne Arundel County Sanitary Commission 1957 Tax Sale Sanitary	$39.50
Lot 210-211-1958 Taxes with Nov. Int	6.86
1959 Taxes with Nov. Int	6.54
Lot 212-213-1958 Taxes with Nov. Int	26.93
1959 Taxes with Nov. Int	25.61
Adv. and Cost	13.50
Int. to Purchaser	6.89
Total Due . . .	$125.83

Proportionate share to C. Maurice Weidemeyer, Attorney for Plaintiff:

For Attorney's fee	$25.00	
For Title examination	25.00	
Proportionate amount of advertising Order of Publication	17.50	
Proportionate amount of Court costs (approx.)	15.00	
Total Due ..	$82.50	82.50
GRAND TOTAL..		$208.33

236 Main Street
Annapolis, Md.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Solicitor for Complainant

P. O. Box 247
Glen Burnie, Md.

Frankie Wilson

Frankie Wilson, Solicitor for Respondents

FILED
1959 DEC 8

54

SOUTHERN MUNICIPAL CORPORATION VS GENEVIEVE J. PERZANOWSKI, ET ALS	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
	:	EQUITY 13,465

LIBER 137 PAGE 15

ORDER OF COURT

UPON the foregoing Stipulation, it is this 3rd day of December, 1959, by the Circuit Court of Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate A-3371 are:

To be paid to the Treasurer of Anne Arundel County:

Anne Arundel County Sanitary Commission 1957 Tax Sale Sanitary	$39.50
Lot 210-211-1958 Taxes with Nov. Int. . . .	6.86
1959 Taxes with Nov. Int. . . .	6.54
Lot 212-213-1958 Taxes with Nov. Int. . . .	26.93
1959 Taxes with Nov. Int. . . .	25.61
Adv. and Cost	13.50
Int. to Purchaser	6.89
TOTAL	$125.83

Proportionate share to C. Maurice Weidemeyer, Attorney for Plaintiff:

For Attorney's fee	$25.00
For Title examination	25.00
Proportionate amount of advertising Order of Publication	17.50
Proportionate amount of Court costs (appx).	15.00
TOTAL	$ 82.50
GRAND TOTAL	$208.33

JUDGE

1959 DEC -4 [illegible]

LIBER 137 PAGE 154

SOUTHERN MUNICIPAL CORPORATION, A BODY CORPORATE of the State of Delaware,	*	IN THE CIRCUIT COURT
	*	FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
vs.	*	EQUITY NO. 13,465
GENEVIEVE J. PERZANOWSKI, et al	*	
Defendants	*	

* * * * *

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case "Settled" and the property redeemed as to the Defendants Parker Morton and Mary Morton, and all persons having or claiming to have any interest in Lots 210, 211, 212, and 213, as shown on the Plat of Patapsco Park and which is described in 1957 Tax Sale Certificate No. A3371, filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Attorney
for Plaintiff
236 Main Street
Annapolis, Maryland

FILED

1959 DEC -4 AM 10:10

56

WJE:HMB-56194

LIBER 137 PAGE 155

SOUTHERN MUNICIPAL CORPORATION	:	
	:	IN THE CIRCUIT COURT
VS.	:	FOR
GENEVIEVE J. PERZANOWSKI, EARLE C. MILLER and LOUISE M. MILLER, UNITED STATES OF AMERICA, ET AL	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	EQUITY NO. 13, 465
	:	

...cOo...

MR. CLERK:

Please enter the above-titled case dismissed as to the United States of America in view of the fact that all Federal tax liens against Earle C. Miller have been fully paid and satisfied.

Leon H. A. Pierson
Leon H. A. Pierson
United States Attorney

William J. Evans
William J. Evans
Assistant United States Attorney

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli per [illegible]
Thomas M. Schifanelli

Attorneys for Plaintiff

1950 DEC -4 PM 3:[illegible]

57

SOUTHERN MUNICIPAL CORPORATION,
A Body Corporate of the
State of Delaware,
236 Main Street,
Annapolis, Maryland.
PLAINTIFF

VS

GENEVIEVE J. PERZANOWSKI,
3347 23rd Street, S. E.,
Washington, D. C. ET ALS,
RESPONDENTS

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

EQUITY NO. 13,465

LIBER 137 PAGE 156

STIPULATION

IT IS AGREED between the parties hereto that the following amounts must be paid in order that the Respondents, Dora Harris Johnson Estate; John Smith, William Smith, Thomas Smith and Jacob I. Hamburger, Trading As: City Finance Company, may redeem the property described in Tax Sale Certificate A-3372 filed in these proceedings:

To be paid to the Treasurer of Anne Arundel County:

		TO BE PAID	
Lots 580-581-582-1956 Taxes		SANITARY COMMISSION-	$18.51
" " " " 1957 " -	$43.34	" " -	17.05
" " " " 1958 " -	46.57	" " -	16.20
" " " " 1959 " -	44.37	" " -	16.20
Lots 632-633 . . 1956 Taxes		SANITARY COMMISSION-	10.28
" " " . . 1957 Taxes-	5.34	" " -	9.47
" " " . . 1958 Taxes-	5.75	" " -	9.00
" " " . . 1959 Taxes-	5.51	" " -	9.00
	(150.88		105.71
Advertising	(11.00		
Cost	(2.50		
Int. to Purchaser	15.27 ($179.65)		
SANITARY	105.71	TOTAL DUE	$285.36

Proportionate share to C. Maurice Weidemeyer, Attorney for Plaintiff

For Title Examination	$25.00	
For Attorney's Fee	75.00	
Approx. proportionate amount of Court costs	15.00	
Proportionate amount of advertising Order of Pub.	17.50	
	$132.50	$132.50
	GRAND TOTAL	$417.86

236 Main Street
Annapolis, Md.

C. Maurice Weidemeyer
C.Maurice Weidemeyer, Solicitor for Comp.

P. O. Box 247
Glen Burnie, Md.

Frankie Wilson
Frankie Wilson, Solicitor for Respondents

FILED
1959 DEC 18 PM 2:53

58

LIBER 137 PAGE 157

ORDER OF COURT

Upon the foregoing Stipulation, it is this 18 day of December 1959 by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary in order to redeem the property described in Tax Sale Certificate A-3372 are:

To be paid to the Treasurer of Anne Arundel County:

		TO BE PAID	
Lots 580-581-582-1956 Taxes		SANITARY COMMISSION-	$18.51
" " " "-1957 " -	$43.34	" " -	17.05
" " " "-1958 " -	46.57	" " -	16.20
" " " "-1959 " -	44.37	" " -	16.20
Lots 632-633 . .-1956 Taxes		SANITARY COMMISSION-	10.28
" " " . .-1957 Taxes-	$ 5.34	" " -	9.47
" " " . .-1958 Taxes-	5.75	" " -	9.00
" " " . .-1959 Taxes-	5.51	" " -	9.00
	150.88)		105.71
Advertising	11.00)		
Cost	2.50)		
Int. to Purchaser	15.27)		
	179.65		
SANITARY COMM.	105.71	TOTAL DUE -	$285.36
	285.36		

Proportionate share to C. Maurice Weidemeyer, Attorney for Plaintiff

For Title Examination	$ 25.00		
For Attorney's Fee	75.00		
Approx. proportionate amount of Court costs	15.00		
Proportionate amount of advertising Order of Pub.	17.50		
	$132.50		132.50
		GRAND TOTAL	$417.86

Matthew S. Evans

JUDGE

SOUTHERN M ICIPAL CORPORATION, A Body Corporate of the State of Delaware, PLAINTIFF VS GENEVIEVE J. PERZANOWSKI, ET AL DEFENDANTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,465

LIBER 137 PAGE 154

ORDER OF SATISFACTION

MR. CLERK:

Please enter the above case "Settled" and the property redeemed as to the Defendants,Dora Harris Johnson Estate; John Smith, William Smith, Thomas Smith;and Jacob I. Hamburger, Trading As: City Finance Company, and all persons having or claiming to have any interest in Lots 580-581-582, 632 and 633, Patapsco Park, as shown on the Plat of Patapsco Park and which is described in 1957 Tax Sale Certificate No. A-3372, filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Attorney for Plaintiff,
236 Main Street,
Annapolis, Maryland.

FILED

1959 DEC 19 AM 11:07

60

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	IN
GENEVIEVE J. PERZANOWSKI, et al, Defendants	*	EQUITY NO. 13,465
	*	

* * * * * * * *

STIPULATION

It is stipulated and agreed that Russell Smith and Frances L. Smith, his wife, Defendants herein, are entitled to redeem the property covered by 1959 Tax Sale Certificate No. A3522, namely Lots 27 and 28, Block B, as shown on the Plat of Stone Haven, Plat No. 1, recorded in Plat Book No. 21, folio 50.

It is further stipulated and agreed that the amounts necessary in order that the said Defendants may redeem the aforesaid property covered by the aforesaid Tax Sale Certificate No. A3522, are as follows:

To be paid to the County Treasurer of Anne Arundel County for cost of certificate and interest ---------- $32.68

To be paid to the County Treasurer of Anne Arundel County for:

1958 taxes, plus interest thru December, 1959 ---	9.40
1959 taxes, plus interest thru December, 1959 ---	8.99
	$51.07

To be paid to attorney for Plaintiff for attorney's fee and title examination ---$50.00

Proportionate share of Court costs --------- 15.00

Proportionate share of publishing Order of Publication ---------- 17.50

$82.50

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

Ernest J. Chaffon
Attorney for Russell Smith and wife

FILED
1959 DEC 21 AM 11:44

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 21st day of December, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity,

ORDERED, that the amounts necessary to redeem the property described in Tax Sale Certificate No. A3522 are:

To be paid to the County Treasurer of Anne Arundel County for cost of certificate and interest	$32.68
To be paid to the County Treasurer of Anne Arundel County for:	
1958 taxes, plus interest thru December, 1959	9.40
1959 taxes, plus interest thru December, 1959	8.99
	$51.07
To be paid to attorney for Plaintiff for attorney's fee and title examination	50.00
Proportionate share of Court costs	15.00
Proportionate share of publishing Order of Publication	17.50
	$82.50

Matthew S. Evans
JUDGE

FILED
1959 DEC 22 AM 10:44

62

LIBER 137 PAGE 161

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff vs. GENEVIEVE J. PERZANOWSKI, et al Defendants	* * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 13,465

* * * * * * * * * *

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Russell Smith, Frances L. Smith, his wife, and Grand Building and Loan Association, and all persons having or claiming to have any interest in the property known as Lots 27 and 28, Block B, as shown on the Plat of Stone Haven, entitled "Plat No. 1, Stone-Haven, for Foxwell and Foxwell, Inc. Solley, A. A. Co., Maryland", Plat Book 21, folio 50, and which property is described in 1957 Tax Sale Certificate No. A3522 filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

SOUTHERN MUNICIPAL CORPORATION
a body corporate

Plaintiff

Vs:

KATHARINE KORBIEN, et al

Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 13,465 EQUITY

++++++++++++++++

PETITION TO REDEEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of KATHARINE KORBIEN, IRENE W. KORBIEN, and ROSE SAPPERSTEIN, Defendants in the above case, by Malcolm B. Smith, their attorney, respectfully shows:

FIRST: That your Petitioners are the owners of that property described in the Bill of Complaint filed herein as Lot No. 1 through No. 4 of Block F and Lot No. 31 of Block F as shown on a Plat of Marley Park recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, at Page 19, which property is the subject of Tax Sale Certificate No. A-3523.

SECOND: That this property was sold by the Collector of Taxes for the State of Maryland and Anne Arundel County and was purchased by the Complainant, and the proceedings herein were instituted to foreclose the equity of redemption on the aforementioned property.

THIRD: That your Petitioners desire to redeem the said property, and have agreed with the holder of the tax sale certificate aforesaid as to the following amounts necessary for redemption in these proceedings:

For tax sale certificate, state and county taxes to date, and Treasurer's costs	$183.82
For Court costs	15.00
For advertising costs	17.50
For title examination	25.00
For attorney's fee	25.00
Total	$266.32

WHEREFORE, your Petitioners pray this Honorable Court to pass an order

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

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fixing the aforesaid mentioned sum as the amounts necessary for redemption, and permitting them to redeem the said property upon payment of those amounts.

AND AS IN DUTY BOUND, ETC.

Malcolm B. Smith
88 State Circle
Annapolis, Maryland
Telephone: Colonial 8-3591

Attorney for Petitioners

I AGREE on behalf of the Plaintiff, to the amounts stated as necessary for redemption.

C. Maurice Weidemeyer
Attorney for Plaintiff

+ + ORDER OF COURT + +

Upon consideration of the aforegoing Petition and agreement as to the amounts necessary for redemption of the property referred to therein, it is, this 18th day of January, 1960, by the Circuit Court for Anne Arundel County, ORDERED: That the amounts necessary to redeem the property of KATHARINE KORBIEN, IRENE W. KORBIEN, and ROSE SAPPERSTEIN, mentioned in the aforegoing Petition, are as follows:

For tax sale certificate, state and county taxes to date, and Treasurer's costs	$183.82
For Court costs	15.00
For advertising costs	17.50
For title examination	25.00
For attorney's fee	25.00
Total	$266.32

AND IT IS FURTHER ORDERED: That upon payment of the above sums and the filing of an order of redemption and settlement in this cause, the property of the said Defendants, KATHARINE KORBIEN, IRENE W. KORBIEN and ROSE SAPPERSTEIN, as described in the Bill of Complaint filed in these proceedings, shall stand redeemed from the course and effect of the tax sale certificate of the Complainant.

FILED
1960 JAN 18 PM 3:27

Judge

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

165

SOUTHERN MUNICIPAL CORPORATION a body corporate	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
Vs:	+	NO. 13,465 EQUITY
KATHARINE KORBIEN, et al		
Defendants	+	

++++++++++++++++++

ORDER OF REDEMPTION AND SETTLEMENT

MR. CLERK:

Please enter the above case settled and satisfied as to the Defendants, KATHARINE KORBIEN, IRENE W. KORBIEN and ROSE SAPPERSTEIN, to the effect that the property of the said Defendants mentioned in the Bill of Comp aint filed herein stands redeemed.

C. Maurice Weidemeyer
Attorney for Complainant

FILED
1960 JAN 19 AM 10:52

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 137 PAGE 165

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES D. GROSS and ETHEL GROSS, his wife, Shadyside, Maryland	:	No. 13,465 Equity

STIPULATION FOR REDEMPTION OF PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is stipulated and agreed that James D. Gross and Ethel Gross, his wife, respondents named herein, are entitled to redeem the property covered by 1957 Tax Sale Certificate No. A 3428, namely, Lot 2 rods and 2 square perches or .6 perches situated near Shadyside, Seventh Election District, Anne Arundel County.

It is further stipulated and agreed that the amounts necessary in order that the said Defendants may redeem the aforesaid property covered by the aforesaid Tax Sale Certificate No. A 3428 are as follows:

To be paid to the County Treasurer of Anne Arundel County for costs of certificate and interest		$23.04
To be paid to the County Treasurer of Anne Arundel County for:		
1958 County taxes plus interest		2.33
1959 County taxes plus interest		2.23
1960 County taxes		2.34
		$29.94
To be paid to Attorney for Plaintiff:		
Attorney's fee and title examination	$65.00	
Proportionate share of Court costs	15.00	
Proportionate share of advertising	17.50	
	$97.50	

Morris Turk
Maryland Inn, Annapolis, Maryland
Colonial 3-4341
Solicitor for Respondents

C. Maurice Weidemeyer
Solicitor for Southern Municipal Corporation

FILED
1960 FEB 26 PM 1:46

LIBER 137 PAGE 166

ORDER OF COURT

Upon the foregoing Stipulation, it is this 29th day of February, 1960, by the Circuit Court for Anne Arundel County, sitting in Equity,

ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. A 3428 are:

To be paid to the County Treasurer of Anne Arundel County for costs of certificate and interest		$23.04
To be paid to the Treasurer of Anne Arundel County for:		
1958 taxes plus interest		2.33
1959 taxes plus interest		2.23
1960 taxes		2.34
		$29.94
To be paid to Attorney for Plaintiff:		
for Attorney's fee and title examination	$65.00	
proportionate share of Court costs	15.00	
proportionate share of publishing and advertising	17.50	
	$97.50.	

And upon payment of the above amounts, the property shall be and is hereby redeemed unto James D. Gross and Ethel Gross as set forth in the above stipulation.

Matthew S. Evans
Judge

FILED

1960 FEB 29 PM 3:54

68

LIBER 137 PAGE 167

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES D. CROSS and ETHEL GROSS, his wife,	:	No. 13,465 Equity

ORDER OF SATISFACTION

MR. CLERK:

Please enter the above case settled and the property redeemed as to the Respondents, James D. Gross and Ethel Gross, his wife, and all persons having or claiming to have any interest in the property known as Lot 2 rods and 2 square perches or .6 perches situated near Shadyside, Seventh Election District, Anne Arundel County, Maryland, and which property is described in 1957 Tax Sale Certificate No. A 3428 filed in these proceedings.

C. Maurice Weidemeyer
Solicitor for Southern Municipal Corporation

FILED
1960 MAR -1 AM 9:50

LIBER 137 PAGE 168

SOUTHERN MUNICIPAL CORPORATION A Body Corporate of the State of Delaware	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
GENEVIEVE J. PERZANOWSKI, et al	*	
Defendant	*	NO. 13465, EQUITY
	*	

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

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendant, Genevieve J. Perzanowski, may redeem the property described in Tax Sale Certificate No. A-3345 filed in these proceedings.

To be paid to the County Treasurer of Anne Arundel County for 1956 Taxes and Interest	$ 9.18	
For 1957 Taxes, Interest and Advertising	90.62	
For 1958 Taxes and Interest	86.97	
1958 six months - Bill	7.58	
For 1959 Taxes and Interest	96.91	
For 1960 Taxes and Interest	101.67	
Cost	2.50	
Interest to Purchaser	14.32	$409.75
To be paid to Plaintiff:		
Title Examination		25.00
Attorney's fee		50.00
Court Costs		15.00
Advertising		17.50
		$517.25

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thos. M. Schifanelli per Bayly
Thomas M. Schifanelli
236 Main Street - Annapolis, Md.
Attorneys for Plaintiff

Nicholas J. Fotos
Nicholas J. Fotos
15 School Street - Annapolis, Md.
Attorney for Defendant

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

FILED
1960 FEB 29 PM 3:49

LIBER 137 PAGE 169

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 25th day of March, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. A-3345 are:

To be paid to the County Treasurer of Anne Arundel County for 1956 Taxes and Interest	$ 9.18	
For 1957 Taxes, Interest and Advertising	90.62	
For 1958 Taxes and Interest	86.97	
1958 six months - Bill	7.58	
For 1959 Taxes and Interest	96.91	
For 1960 Taxes and Interest	101.67	
Cost	2.50	
Interest to Purchaser	14.32	$409.75
Title Examination		25.00
Attorney's fee		50.00
Court Costs		15.00
Advertising		17.50
		$517.25

Judge

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

FILED

1960 MAR -1 PM 3:29

LIBER 137 PAGE 170

SOUTHERN MUNICIPAL CORPORATION A Body Corporate of the State of Delaware	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	
GENEVIEVE J. PERZANOWSKI, et al	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 13465, EQUITY

* *

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendant, Genevieve J. Perzanowski, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. A-3345 filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Thomas M. Schifanelli

Thomas M. Schifanelli
236 Main Street - Annapolis, Maryland
Attorneys for Plaintiff

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

FILED
1960 MAR -2 AM 9:55

77

LIBER 137 PAGE 171

SOUTHERN MUNICIPAL CORPORATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GENEVIEVE J. PERZANOWSKI,	*	ANNE ARUNDEL COUNTY
LAND HOMES CORPORATION, et al	*	IN
Defendants	*	EQUITY NO. 13,465

****

ANSWER AND DISCLAIMER

Answering the Bill of Complaint, Land Homes Corporation, a body corporate, by its attorney, Sweetser Linthicum, says as follows:

1. That it has received a copy of the Bill of Complaint and does hereby acknowledge service of same.

2. That this Defendant disclaims any further interest in Lot No. 30-M, as shown on page 31, Plat Book of the Anne Arundel Sanitary Commission, which shows said lot as a part of Lot 30 and Lot 31 of Plat 3, Linthicum Heights, recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 46, Fifth Election District, which heretofore has been assessed in the name of William B. Scringer and Hazel M. Scringer, his wife, and sold for taxes as indicated by 1957 tax sale certificate No. A3373 and filed in these proceedings.

WHEREFORE having fully answered and disclaimed, this Defendant prays that it may be forthwith dismissed from these proceedings.

LAND HOMES CORPORATION

By: Seth N. Linthicum
Seth N. Linthicum, President

Sweetser Linthicum
202 West Maple Road
Linthicum Heights, Maryland
Attorney for Land Homes Corporation

FILED
1960 MAR 11 PM 2:12

13

LIBER 137 PAGE 172

SOUTHERN MUNICIPAL CORPORATION,	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
GENEVIEVE J. PERZANOWSKI, et al.,	*	No. 13,465
Defendants	*	

****

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, as:

C. Maurice Weidemeyer, President of and Attorney for Southern Municipal Corporation, the 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, George McDonald, Eliza McDonald, Frank James McDonald, Margaret June Wheeler, Harry Wheeler, Allied Building Credits, Inc., Tama Dean Warner, Alfonso Bell and Florence L. Bell, as evidenced by the receipts for said letters filed herewith or the envelopes of returned letters, filed herewith, and made a part hereof.

That the said certified letter mailed to Alfonso Bell and Florence L. Bell was returned marked "Moved,Left no Address".

That the said certified letter addressed to George McDonald was returned marked "Unknown - For Better Address".

That the said certified letters mailed to Eliza McDonald, Frank James McDonald, Margaret June Wheeler, Harry Wheeler, Allied Building Credits, Inc., and Tama Dean Warner were received by them as indicated by the receipts for said letters filed herewith.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 18th day of March, 1960.

FILED

1960 MAR 19 AM 8:38

Mildred P. Brice

Notary Public

74

LIBER 137 PAGE

#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)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: NOV 18 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C58—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Mrs Elza McDonald

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Harry Wheeler

DATE DELIVERED: OCT 28 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C58—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Allied Blady

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: M. Lobeen

DATE DELIVERED: OCT 26 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C58—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Harry Wheeler

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: OCT 28 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C58—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Frank McDonald

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Jack Shafer

DATE DELIVERED: OCT 28 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C58—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Margaret Jane Wheeler

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Harry Wheeler

DATE DELIVERED: OCT [illegible]

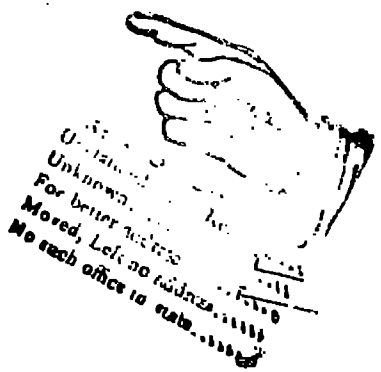
ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C58—16—71548-4 GPO

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

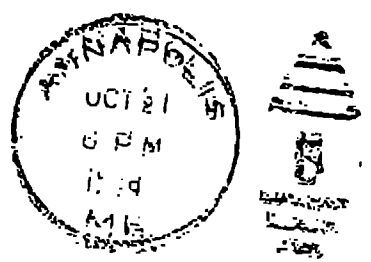
CERTIFIED
No. 984665
MAIL

Unknown
For better address
Moved, Left no address
No such office in state



Mr. George McDonald
c/o Sherman House
Cheyenne, Wyoming

ANNAPOLIS
OCT 21
6 PM
1959
MD



CERTIFIED MAIL, RETURN RECEIPT REQUESTED

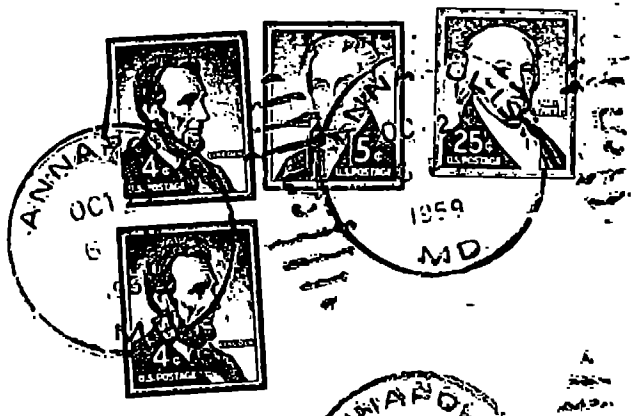
LIBER 137 PAGE 174

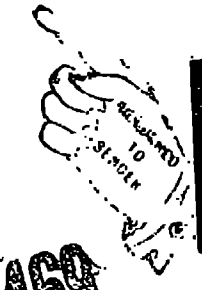
LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

CERTIFIED
Nº 65692
MAIL

2469

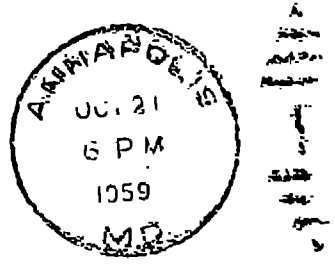
Moved, Left no address





Mr. Alfonso Bell
Mrs. Florence L. Bell
433 3rd Street, S. W.
Washington, D. C.

ANNAPOLIS
OCT 21
6 PM
1959
MD



CERTIFIED MAIL, RETURN RECEIPT REQUESTED

LIBER 137 PAGE 175

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
GENEVIEVE J. PERZANOWSKI, et al. Defendants	*	No. 13465

****

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 C. Maurice Weidemeyer, President of Southern Municipal Corporation, Inc., Plaintiff herein, and made oath in due form of law that:

1. He has made inquiry concerning all of the defendants herein and from such inquiry, is advised and believes and therefore avers that several of the defendants are deceased and therefore not in the military service, that defendants George McDonald, Eliza McDonald, Frank James McDonald, Carrol L. Alcaugh, Samuel Schenker, Tama Dean Warner, John W. Carroll, Harry Wheeler, James Albert Hicks and Estelle Hicks, his wife, Alfred Lipin, John Lipin, Augusta Lipin, Frederick A. Stranz and Mary E. Stranz are not in the military service; and as to the other defendants he has no information that any of them are in the military service, and therefore avers that none of the Defendants are in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 17 day of March, 1960.

Mary Hunnicutt
Notary Public

FILED

1960 MAR 19 AM 3:38

11

LIBER 137 PAGE 176

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
GENEVIEVE J. PERZANOWSKI,	:	IN EQUITY
LAND HOMES CORPORATION, et al, Defendants	:	No. 13,465

- : - : - : - : - : -

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order, against all the defendants named herein and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to plaintiff on the 14th day of October, 1957, for non-payment of taxes due for the years 1956 and 1957.

And it further appearing that Land Homes Corporation has filed an answer herein disclaiming any interest in the property herein.

And it further appearing that subpoenas issued out of this court directed to the defendants, County Trust Company, Helen Lipin, Dwight Lipin and Samuel Schenker, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this court directed to the said defendants, William B. Scrimger and Hazel M. Scrimger, his wife, George Williams and Ella Williams, his wife, Carroll H. Albaugh, Marguerite B. Kessler, Annetta

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1960 MAR 21 AM 10:43

Def. Exhibit No. C
No. 13,465 Equity
29, July 1960

Schafer, Marguerite B. Dyker, John Dyker, Alfred Lipin, John Lipin, Augusta Lipin, John W. Carroll, James Albert Hicks and Estelle Hicks, his wife, Curtis Davis, Clarence Day, Roland Day, Tidewater Holding Corporation, Frederick A. Stranz and Mary E. Stranz, his wife, Mathew Wright and Martha Wright, his wife, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this court directed to the defendants, Antonio P. Rosello (also known as Antonio R. Rosello), and James A. Crowner and Aurida G. Crowner, his wife, have been returned twice "mortius est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendants, Allied Building Credits, Inc., Raymond Lipin, Tama Dean Warner, Dr. E. Parsons, Alfonso Bell and Florence L. Bell, George McDonald, Eliza McDonald, Frank James McDonald, Margaret June Wheeler, Harry Wheeler, being non-residents having been duly served by publication.

And it further appearing that the defendants, Lelia Hicks McDaniel and William McDaniel, her husband, Beatrice Hicks Miles and Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband, Edward Hicks and Gracie Hicks, his wife, George Hicks, Elizabeth Hicks Watkins and McKinley Watkins, her husband, Rebecca Wilson, and Sam McDonald, their addresses being unknown, have been duly served by publication.

And it further appearing that all of the aforesaid

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defendants have failed to enter their appearance herein in person or by solicitor, and failed to file an answer to the bill of complaint, and the time within which said defendants could so appear and file an answer having now expired, it is, thereupon, this 19th day of March, 1960, 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 said defendants and described on the books of the County Treasurer, and sold as aforesaid to the plaintiff on the 14th day of October, 1957.

Matthew S. Evans
Judge

LIBER 137 PAGE 179

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
GENEVIEVE J. PERZANOWSKI, et al.,	:	No. 13,465
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, County Trust Company, Helen Lipin, Dwight Lipin, and Samuel Schenker, having been returned "Summoned" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants William B. Scringer and Hazel M. Scringer, his wife, George Williams and Ella Williams, his wife, Carroll H. Albaugh, Marguerite B. Kessler, Annetta Schafer, Marguerite B. Dyker and John Dyker, Alfred Lipin, John Lipin, Augusta Lipin, John W. Carroll, James Albert Hicks and Estelle Hicks, his wife, Curtis Davis, Clarence Day, Roland Day, Edgewater Holding Corporation, Frederick A. Stranz and Mary E. Stranz, his wife, Mathew Wright and Martha Wright, his wife, having been twice returned "non est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Antonio F. Rosello (also known as Antonio R. Rosello), James A. Crowner and Aurida G. Crowner, his wife, having been returned twice " mortius est" as will more

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No. 13,465 Equity

29 July 1960

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fully appear from the Sheriff's returns filed herein.

And if further appearing that the defendants, Allied Building Credits, Inc., Raymond Lipin, Tama Dean Warner, Dr. E. Parsons, Alfonso Bell and Florence L. Bell, his wife, George McDonald, Eliza McDonald, Frank James McDonald, Margaret June Wheeler, and Harry Wheeler, being non-residents, having been duly served by publication.

And it further appearing that the defendants, Lelia Hicks McDaniel and William McDaniel, her husband, Beatrice Hicks Miles and Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband, Edward Hicks and Gracie Hicks, his wife, George Hicks, Elizabeth Hicks Watkins and McKinley Watkins, her husband, Rebecca Wilson and Sam McDonald, their addresses being unknown, having been duly served by publication.

And it further appearing that Land Homes Corporation has filed an answer herein disclaiming any interest in the property herein.

And it further appearing that a decree pro confesso was entered herein on the 21st day of March, 1960, 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, with the exception of Land Homes Corporation, which as hereinabove set out, has filed an answer herein disclaiming any interest in the property, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 23rd day of April, 1960,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Land Homes

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Corporation, County Trust Company, Helen Lipin, Dwight Lipin, Samuel Schenker, William B. Scrimger and Hazel M. Scrimger, his wife, George Williams and Ella Williams, his wife, Carroll H. Albaugh, Marguerite B. Kessler, Annetta Schafer, Marguerite B. Dyker and John Dyker, Alfred Lipin, John Lipin, Augusta Lipin, John W. Carroll, James Albert Hicks and Estelle Hicks, his wife, Curtis Davis, Clarence Day, Roland Day, Tidewater Holding Corporation, Frederick A. Stranz and Mary E. Stranz, his wife, Mathew Wright and Martha Wright, his wife, Antonio P. Rosello (also known as Antonio R. Rosello), James A. Crowner and Aurida G. Crowner, Allied Building Credits, Inc., Raymond Lipin, Tama Dean Warner, Dr. E. Parsons, Alfonso Bell and Florence L. Bell, his wife, George McDonald, Eliza McDonald, Frank James McDonald, Margaret June Wheeler, Harry Wheeler, Lelia Hicks McDaniel and William McDaniel, her husband, Beatrice Hicks Miles and Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband, Edward Hicks and Gracie Hicks, his wife, George Hicks, Elizabeth Hicks Watkins and McKinley Watkins, her husband, Rebecca Wilson, Sam McDonald, and all unknown heirs at law, alienees, assignees and devisees of Charles McDonald and Thompson McDonald, deceased, and any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 14th day of October, 1957, for non-payment of taxes for the years 1956 and 1957, to wit:

Certificate No. A3345 - Lot 26, 60 x 150, Plat 1, Blk. 510, G.T.C.No. 940/229, situated at W. Shoreham Beach, First District, and assessed to Genevieve J. Perzanowski.

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Certificate No. A3350 - 25 acres, Imps. Blk. 686, situated near Gambrills, Md., Second District, and assessed to Charles McDonald.

Certificate No. A3373 - Lot 60-M, Blk. 4, as shown on plat of Overlook, Fifth District, and assessed to William B. and Hazel M. Scrimger.

Certificate No. A3422 - Lot 54-55, Sec. TT, as shown on the plat of Glen Burnie Heights, Third District, and assessed to George Williams.

Certificate No. A3427 - 1 Lot or 1.36 acres as shown on the plat of Shadyside, W.S. Cedar Hurst Rd., Seventh District, and assessed to James A. and A. G. Crowner.

Certificate No. A3429 - Lots 23-24, Sec. 0, as shown on the Plat of Glen Burnie Heights, Third District, and assessed to Edward J. Kessler.

Certificate No. A3431 - Lots 16-A, 16-B, Blk. 10, as shown on the Plat of Manhattan Beach, Third District, and assessed to Dr. E. Parsons and Warner, Mrs. Tama Dean.

Certificate No. A3493 - Lot 2, 55 x 115, Section C, situated near Garden Farms, Second District, and assessed to John W. Carroll.

Certificate No. A3502 - 2 lots & imps. J.H.H. 858, 569, Blk. 591, situated Tent House Creek, Galesville, First District, and assessed to Alex Hicks.

Certificate No. A3510 - Pt. of lots 28 to 30 situated Old Annapolis Blvd. Glen Burnie, E. S. Marley Road, Third District, and assessed to Curtis Davis.

Certificate No. A3511 - 0.912 acres & Imps. J.H.H. 835/246, situated near Round Bay, Third District, and assessed to Roland and Clarence Day.

Certificate No. A3516 - Lot 6, Blk. CCC, Plat 5, J.H.H. 883-250, as shown on the plat of Cape St. Claire, Third District, and assessed to Tidewater Holding Corporation.

Certificate No. A3519 - Lots 70 to 79, Sec. FF, as shown on the plat of Glen Burnie Heights, Third District, and assessed to Mary E. and Frederick Stranz. (Also known as Fredick Stranz).

Certificate No. A3533 - Lots 23-24, Blk. 4, as shown on plat of Columbia Beach, Seventh District, and assessed to Alphonzo and F. L. Bell.

Certificate No. A3565 - Rev. Plat, Blk. 345, Lot 6, situated Neuva Villa Park, Sixth District and assessed to Matthew Wright and wife.

free and clear of all alienations and descents of said property occuring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further,

ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew S. Evans
Judge

LIBER 137 PAGE 184

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
GENEVIEVE J. PERZANOWSKI, et al.,	:	No. 13,465
Defendants	:	
	:	

PETITION TO AMEND FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION AND ORDER OF COURT THEREON

Thomas M. Schifanelli, attorney for Plaintiff, represents to this Honorable Court as follows:

1. That Plaintiff did not intend by the final Decree to foreclose on the property of the defendant, Genevieve J. Perzanowski, inasmuch as the record indicates that the property of Genevieve J. Perzanowski, as represented by Tax Certificate No. A3345, and being Lot 26, 60 x 150, Plat 1, Blk. 610, G.T.C. No. 940/229, situated at W. Shoreham Beach, First District, and assessed to Genevieve J. Perzanowski, had been redeemed during the proceedings herein.

2. That the final decree, in mentioning the persons against whom foreclosure was taken, correctly did not mention Genevieve J. Perzanowski, but inadvertently in the preparation of the final decree and on page three thereof, there was inserted:

> "Certificate No. A3345 - Lot 26, 60 x 150, Plat 1, Blk. 610, G.T.C.No. 940/229, situated at W.Shoreham Beach, First District, and assessed to Genevieve J. Perzanowski."

The inclusion of the above property of Genevieve J. Perzanowski was in error and Plaintiff desires to have the final decree amended so as to strike therefrom any reference to the property of Genevieve J. Perzanowski.

FILED

1960 APR 28 PM 3:46

86

TO THE END THEREFORE that an order be passed herein amending the final decree entered herein on April 23, 1960, striking from the said final decree any reference to the property of Genevieve J. Perzanowski.

AND such other and further relief as the nature of the case may require.

Thomas M. Schifanelli

Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Colonia 3-3957
Attorney for Plaintiff

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

Thomas M. Schifanelli, being first duly sworn and on oath deposes and says that he has read the foregoing Petition by him subscribed, and knows the contents thereof and verily believes the same to be true.

WITNESS my hand and Notarial Seal this ____ day of April, 1960.

Notary Public

87

LIBER 137 PAGE 180

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
GENEVIEVE J. PERZANOWSKI, et al.,	:	No. 13,465
Defendants	:	
	:	

ORDER AMENDING FINAL DECREE

Upon consideration of the Petition filed herein, and it appearing to the Court that the property of Genevieve J. Perzanowski, described on Page 3 of the final decree, entered herein on April 23, 1960, and described as follows:

> "Certificate No. A3345 - Lot 26, 60 x 150, Plat 1, Blk. 610, G.T.C.No. 940/229, situated at W. Shoreham Beach, First District, and assessed to Genevieve J. Perzanowski."

has heretofore been redeemed in these proceedings, from the force and effect of said Tax Certificate, and that any reference to the said property of said Genevieve J. Perzanowski was inserted in said final decree in error, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 28th day of April, 1960,

ORDERED That the said final decree foreclosing equities of redemption and entered herein on April 23, 1960, be and the same is hereby amended by deleting therefrom any and all reference to the aforesaid property of Genevieve J. Perzanowski.

Matthew S. Evans
Judge

FILED
1960 APR 29 PM 2:07

88

LIBER 137 PAGE 187

SOUTHERN MUNICIPAL CORPORATION, a body corporate, 236 Main Street, Annapolis, Maryland,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 13,465
Plaintiff	:	
vs.	:	
GENEVIEVE J. PERZANOWSKI, et al.	:	

PETITION TO AMEND BILL OF COMPLAINT AND FINAL DECREE

Southern Municipal Corporation, by its attorneys, C. Maurice Weidemeyer and Thomas M. Schifanelli, respectfully shows as follows:

1. That heretofore, a Bill of Complaint was filed herein on several Tax Sale Certificates, all of which have been filed herein.

2. That as to Certificate No. A-3502 (Exhibit No. 13) filed herein, which was sold as "2 lots & imps, J.H.H. 858, 569, Blk 591 situated Tent House Creek, Galesville, First District" and assessed to Alex Hicks, the caption of the Bill of Complaint and Order of Publication erroneously referred to "lot 152 x 71 feet, situated on the public road known as the 'Avenue', Galesville. Said road leading to Woodfield Avenue". Although the Tax Certificate described the property therein involved in another manner, viz: "2 lots & imps. J.H.H. 858, 569", the bill of complaint named some of the proper parties but Plaintiff has since discovered additional persons who should also be joined in this proceeding.

3. The Final Decree, therefore, applied to property no longer in the Estate of Alex Hicks and not sold or intended to be sold for taxes and Plaintiff is advised and believes that

the Final Decree herein should be amended by striking out all reference to the property assessed to Alex Hicks, and that Plaintiff should file an amendment to the Bill of Complaint and proceed under the Amendment to the Bill of Complaint, which will correctly describe the property intended to be covered by Certificate No. A-3502.

TO THE END THEREFORE:

1. That an order be entered herein striking from the Final Decree entered herein on April 23, 1960, all reference to Certificate of Tax Sale No. A-3502 and to the defendants Leilia Hicks McDaniel, William McDaniel, her husband, Beatrice Hicks Miles, Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband, Edward Hicks and Gracie Hicks, his wife, George Hicks, Elizabeth Hicks Watkins and McKinley Watkins, her husband, and James Albert Hicks and Estelle Hicks, his wife.

2. That Plaintiff be permitted to file an amendment to the Bill of Complaint and further proceed against said Defendants and such other necessary parties as required by law, under said amendment to the bill of complaint, in order to properly proceed against the property actually covered by Certificate No. A-3502.

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

C. Maurice Weidemeyer

Thos. M. Schifanelli, per curiam

Thomas M. Schifanelli
236 Main St., Annapolis, Md.
Colonial 3-3957
Attorneys for Plaintiff

90

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Petition to Amend Bill of Complaint and Final Decree, by him signed, and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 21st day of November, 1960.

Mary Harrison

Mary Harrison - Notary Public

LIBER 137 PAGE 191

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
vs.	:	EQUITY No. 13,465
GENEVIEVE J. PERZANOWSKI, et al.,	:	
	:	
Defendants	:	

ORDER OF COURT

Upon consideration of the foregoing Petition of Southern Municipal Corporation, Plaintiff, it is, by the Circuit Court for Anne Arundel County, sitting in Equity, this 25th day of November, 1960,

ORDERED that the Final Decree foreclosing Equities of Redemption, entered herein on April 23, 1960, be and the same is hereby amended by striking and deleting therefrom all reference to the Defendants, Lelia Hicks McDaniel, William McDaniel, her husband, Beatrice Hicks Miles and Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband, Edward Hicks and Gracie Hicks, his wife, George Hicks, Elizabeth Hicks Watkins and McKinley Watkins, her husband, James Albert Hicks and Estelle Hicks, his wife, and Tax Sale Certificate No. A-3502.

AND IT IS FURTHER ORDERED that leave is hereby granted to Plaintiff to file an amendment to the Bill of Complaint in order to correctly describe, refer to, and properly proceed against the property assessed to Alex Hicks and sold for taxes under Tax Sale Certificate No. A-3502 filed herein.

O. Bowie Duckett
Judge

FILED
1960 NOV 25 PM 3:33

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland, Plaintiff vs. ALEXANDER HICKS, also known as ALEX HICKS, deceased ELIZABETH HICKS, his wife, deceased LELIA HICKS McDANIEL WILLIAM McDANIEL, HER HUSBAND 2002 Westwood Avenue Baltimore, Maryland BEATRICE HICKS MILES Galesville, Maryland JULIUS MILES, her husband, Address unknown MARGARET HICKS CROWNER BENJAMIN CROWNER, her husband Galesville, Maryland EDWARD HICKS GRACIE HICKS, his wife Shadyside, Maryland GEORGE HICKS Galesville, Maryland HEIRS OF ELIZABETH HICKS WATKINS, dec'd McKINLEY WATKINS, her husband Mayo, Maryland ELLEN HARRIED WILLIAM HARRIED, her Husband Sudley, Galesville P.O., Maryland GEORGE WATKINS ALVERTA WATKINS, his wife Sudley, Galesville P.O., Maryland RUSSELL WATKINS EDITH WATKINS, his wife Washington, D. C. NAOMI DARNELL JAMES DARNELL, her husband Churchton, Maryland GERALDINE WATKINS c/o Ellen Harried Sudley, Galesville P.O., Maryland	:	IN EQUITY No. 13,465

THURTIEL OFFER
RICHARD OFFER, her husband
Sudley, Galesville P.O., Maryland

SARAH LOUISE WATKINS
AGER WATKINS, her husband
Mayo, Maryland

JAMES ALBERT HICKS
ESTELLE HICKS, his wife
Galesville, Maryland

RICHARD HICKS, Deceased
NANCY HICKS, his wife, deceased

ALEX. HICKS, Jr., son of Richard Hicks,
Address unknown

CHARLES HICKS, deceased
DAISY DUCKETT HICKS, his wife, deceased

AND the unknown heirs at law, alienees, assignees and devisees of Alexander Hicks and Elizabeth Hicks, his wife, deceased, and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing persons and any and all persons having or claiming to have any right, title and interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Two lots and improvements, Galesville, the first lot of which contains one acre, more or less, and improvements, and is more particularly described in a deed dated October 5, 1910 from Anne Stein, et al., to Alexander Hicks and recorded among the Land Records of Anne Arundel County in G.W.83, folio 38. The second lot of which contains 0.25 acres, more or less, and is the remainder of that parcel of 0.50 acres which by deed dated May 7, 1930, and recorded in F.S.R. 75, folio 27, was conveyed by Harry Friendenwald, et al., Trustees, to Alexander Hicks, save and excepting therefrom that parcel of 0.25 acres, more or less, which by deed dated Oct. 19, 1953, and recorded in Liber J.H.H. 858, folio 569, was conveyed by Louis M. Strauss, Trustee, to James Albert Hicks and Estelle Hicks, his wife. (Sold in Tax Sale as "2 Lots & imps., J.H.H. 858-569, Blk. 591, situated at Tent House Creek, Galesville" and assessed to Alex Hicks.)

Defendants

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AMENDMENT TO BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff, complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemtpion in and to the properties hereinafter set forth under and by virtue of Sections 70-110, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 14, 1957, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom,Sr., Treas. of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to several parcels of real estate located in Anne Arundel County, one of which Certificates is Certificate No. A-3502 - 2 lots & imps. J.H.H. 858, 569, Blk. 591, situated Tent House Creek, Galesville, First District, and assessed to Alex Hicks.

3. That theretofore, a Bill of Complaint was filed on the hereinbefore mentioned Tax Certificates, all of which have been filed therewith, and leave of Court has been granted to amend and reproceed as against the properties covered by Certificate No. A-3502.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals that Alexander Hicks is the record owner of two lots of land and improvements situated in Galesville. One of said lots consists of one acre, more or less, and

improvements, situated on and along the north side of the public road known as "The Avenue", which said road leads to Woodfield Avenue. That title to said one acre lot became vested in the said Alexander Hicks by virtue of a deed dated October 5, 1910, more particularly therein describing said lot, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 83, folio 38, from Anne Stein, et al., Trustees.

The second lot containing approximately 0.25 acres lies to the East of and contiguous to the lot first mentioned above, and is more particularly described as:

> All that lot of ground, containing 0.50 acres, more or less, which by deed dated May 7, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 75, folio 27, was granted and conveyed by Harry Friedenwald, et al., Trustees, to Alexander Hicks, SAVING and EXCEPTING therefrom a parcel of ground containing 0.25 acres of land, more or less,and more particularly described in a deed dated Oct. 19, 1953, and recorded as aforesaid in Liber J.H.H.No. 858, folio 564, from Lelia Hicks McDaniel, et al., as the heirs of Alexander Hicks, to Louis M. Strauss, Trustee, and thereafter by deed dated Oct. 19, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 858, folio 569, was granted and conveyed by Louis M. Strauss, Trustee, to James Albert Hicks and Estelle Hicks, his wife.

5. That the aforesaid deed from Lelia Hicks McDaniel, et al., recites that Alexander Hicks had departed this life, intestate, and that Elizabeth Hicks, wife of Alexander Hicks, had departed this life, intestate in the year 1945, and that the Grantors in said deed were all the heirs at law of Alexander Hicks. That Plaintiff is advised and believes and therefore avers that since the aforesaid deed from Lelia Hicks McDaniel, et al., to Louis M. Strauss, Trustee, recorded in Liber J.H.H.No. 858, folio 564, one of the heirs at law of Alexander Hicks, namely, Elizabeth Hicks Watkins, departed this life intestate, in July 1958, leaving as her heirs at law,

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McKinley Watkins, her husband, and the following children and their spouses, namely: Ellen Harried and William Harried, her husband, George Watkins and Alverta Watkins, his wife, Russell Watkins and Edith Watkins, his wife, Naomi Darnell and James Darnell, her husband, Geraldine Watkins, Thurtiel Offer and Richard Offer, her husband, Sarah Louise Watkins and Ager Watkins, her husband.

6. That the aforementioned and described real estate has not been redeemed by the Defendants herein or by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

7. That the Plaintiff purchased the land and improvements mentioned at the aforesaid tax sale held on October 14, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid $180.00 and paid $176.21 for the aforesaid Tax Sale Certificate No. A-3502.

8. That the amount necessary to redeem said Tax Sale Certificate is $176.21. Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on the above 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 Amendment to Bill of Complaint.

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(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.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli, per BMW
Thomas M. Schifanelli
236 Main St.,Annapolis, Md., Colonial 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Amendment to 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.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 13th day of January, 1961.

Mary Harrison
Mary Harrison - Notary Public

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C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

LIBER 137 PAGE 197

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION : IN EQUITY
a body corporate of the State
of Delaware : No. 13,465
236 Main Street
Annapolis, Maryland, :

Plaintiff :

vs. :

ALEXANDER HICKS, also known as
ALEX HICKS, deceased :
ELIZABETH HICKS, his wife, deceased
:

LELIA HICKS McDANIEL
WILLIAM McDANIEL, HER HUSBAND :
2002 Westwood Avenue
Baltimore, Maryland :

BEATRICE HICKS MILES :
Galesville, Maryland
:

JULIUS MILES, her husband,
Address unknown :

MARGARET HICKS CROWNER :
BENJAMIN CROWNER, her husband
Galesville, Maryland :

EDWARD HICKS :
GRACIE HICKS, his wife
Shadyside, Maryland :

GEORGE HICKS :
Galesville, Maryland
:

HEIRS OF ELIZABETH HICKS WATKINS, dec'd
McKINLEY WATKINS, her husband :
Mayo, Maryland
:

ELLEN HARRIED
WILLIAM HARRIED, her Husband :
Sudley, Galesville P.O., Maryland
:

GEORGE WATKINS
ALVERTA WATKINS, his wife :
Sudley, Galesville P.O., Maryland
:

RUSSELL WATKINS
EDITH WATKINS, his wife :
Washington, D. C.
:

NAOMI DARNELL
JAMES DARNELL, her husband :
Churchton, Maryland
:

GERALDINE WATKINS
c/o Ellen Harried :
Sudley, Galesville P.O., Maryland
: 1981 JAN 19 PM 2:18

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THURTIEL OFFER
RICHARD OFFER, her husband
Sudley, Galesville P.O., Maryland

SARAH LOUISE WATKINS
AGER WATKINS, her husband
Mayo, Maryland

JAMES ALBERT HICKS
ESTELLE HICKS, his wife
Galesville, Maryland

RICHARD HICKS, Deceased
NANCY HICKS, his wife, deceased

ALEX. HICKS, Jr., son of Richard Hicks,
Address unknown

CHARLES HICKS, deceased
DAISY DUCKETT HICKS, his wife, deceased

AND the unknown heirs at law, alienees, assignees and devisees of Alexander Hicks and Elizabeth Hicks, his wife, deceased, and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing persons and any and all persons having or claiming to have any right, title and interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Two lots and improvements, Galesville, the first lot of which contains one acre, more or less, and improvements, and is more particularly described in a deed dated October 5, 1910 from Anne Stein, et al., to Alexander Hicks and recorded among the Land Records of Anne Arundel County in G.W.83, folio 38. The second lot of which contains 0.25 acres, more or less, and is the remainder of that parcel of 0.50 acres which by deed dated May 7, 1930, and recorded in F.S.R. 75, folio 27, was conveyed by Harry Friendenwald, et al., Trustees, to Alexander Hicks, save and excepting therefrom that parcel of 0.25 acres, more or less, which by deed dated Oct. 19, 1953, and recorded in Liber J.H.H. 858, folio 569, was conveyed by Louis M. Strauss, Trustee, to James Albert Hicks and Estelle Hicks, his wife. (Sold in Tax Sale as "2 Lots & imps., J.H.H. 858-569, Blk. 591, situated at Tent House Creek, Galesville" and assessed to Alex Hicks.)

Defendants

99A

All as substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 14, 1957, for amount in said Certificate hereinafter set forth.

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 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

> Certificate No. A3502 - 2 lots & Imps., J.H.H. 650, folio 569, Blk. 591, situated Tent House Creek, Galesville, First Election District, and assessed to Alex Hicks (also known as Alexander Hicks) and sold to Plaintiff for $180.00, of which sum $176.21 has been paid on account.

The Amended Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 19th day of January, 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 30th day of March, 1961, next, warning the said Lelia Hicks McDaniel and William McDaniel, her husband, Beatrice Hicks Miles, and Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband,

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Edward Hicks and Gracie Hicks, his wife, George Hicks, McKinley Watkins, Ellen Harried and William Harried, her husband, George Watkins and Alverta Watkins, his wife, Russell Watkins and Edith Watkins, his wife, Naomi Darnell and James Darnell, her husband, Geraldine Watkins, Thurtiel Offer and Richard Offer, her husband, Sarah Louise Watkins and Ager Watkins, her husband, James Albert Hicks and Estelle Hicks, his wife, Alex. Hicks, Jr., and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing persons, and the unknown heirs at law, alienees, assignees and devisees of Alexander Hicks, also known as Alex Hicks, deceased, and Elizabeth Hicks, his wife, dec'd, Elizabeth Hicks Watkins, deceased, Richard Hicks, deceased, and Nancy Hicks, his wife, deceased, Charles Hicks, deceased, and Daisy Duckett Hicks, his wife, deceased; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 30th day of March, 1951, and redeem the aforementioned property and answer the Amended Bill of Complaint, or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

LIBER 137 PAGE 200

George T. Cromwell

George T. Cromwell, Clerk

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OFFICE OF LIBER 137 PAGE 201

THE ★ STAR

GLEN BURNIE, MD., February 16, 1961

THIS IS TO CERTIFY, that the annexed advertisement of
In The Circuit Court for Anne Arundel County, Md.

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 30th day of March 1961, that is to say the same was inserted in the issues of January 26, February 2, 9, 16, 1961

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED

1961 FEB 17 AM 9:25

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LIBER 137 PAGE 202

Legal Notices

C. Maurice Weidemeyer, Atty.
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY, MARYLAND
IN EQUITY
No. 13,465

SOUTHERN MUNICIPAL
CORPORATION
a body corporate of the State
of Delaware
236 Main Street
Annapolis, Maryland,
Plaintiff

vs.

ALEXANDER HICKS,
also known as
ALEX HICKS, deceased
ELIZABETH HICKS, his wife,
deceased
LELIA HICKS McDANIEL
WILLIAM McDANIEL,
her husband
2002 Westwood Avenue
Baltimore, Maryland
BEATRICE HICKS MILES
Galesville, Maryland
JULIUS MILES, her husband,
Address unknown
MARGARET HICKS CROWNER
BENJAMIN CROWNER,
her husband
Galesville, Maryland
EDWARD HICKS
GRACIE HICKS, his wife
Shadyside, Maryland
GEORGE HICKS
Galesville, Maryland
HEIRS OF ELIZABETH HICKS
WATKINS, dec'd.
McKINLEY WATKINS,
her husband
Mayo, Maryland
ELLEN HARRIED
WILLIAM HARRIED, her husband
Sudley, Galesville P.O., Maryland
GEORGE WATKINS
ALVERTA WATKINS, his wife
Sudley, Galesville P.O., Maryland
RUSSELL WATKINS
EDITH WATKINS, his wife
Washington, D.C.
NAOMI DARNELL
JAMES DARNELL, her husband
Churchton, Maryland
GERALDINE WATKINS
c/o Ellen Harried
Sudley, Galesville P.O., Maryland
THURTIEL OFFER
RICHARD OFFER, her husband
Sudley, Galesville P.O., Maryland
SARAH LOUISE WATKINS
AGER WATKINS, her husband
Mayo, Maryland
JAMES ALBERT HICKS
ESTELLE HICKS, his wife
Galesville, Maryland
RICHARD HICKS, deceased
NANCY HICKS, his wife, deceased
ALEX. HICKS, Jr., son of
Richard Hicks,
Address unknown
CHARLES HICKS, deceased
DAISY DUCKETT HICKS,
his wife, deceased

Hicks) and sold to Plaintiff for $180.00, of which sum $176.21 has been paid on account.

The Amended Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 19th day of January, 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 30th day of March, 1961, next, warning the said Lelia Hicks McDaniel and William McDaniel, her husband, Beatrice Hicks Miles, and Julius Miles, her husband, Margaret Hicks Crowner and Benjamin Crowner, her husband, Edward Hicks and Gracie Hicks, his wife, George Hicks, McKinley Watkins, Ellen Harried and William Harried, her husband, George Watkins and Alverta Watkins, his wife, Russell Watkins and Edith Watkins, his wife, Naomi Darnell and James Darnell, her husband, Geraldine Watkins, Thurtiel Offer and Richard Offer, her husband, Sarah Louise Watkins and Ager Watkins, her husband, James Albert Hicks and Estelle Hicks, his wife, Alex. Hicks, Jr., and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing persons, and the unknown heirs at law, alienees, assignees and devisees of Alexander Hicks, also know as Alex Hicks, deceased, and Elizabeth Hicks, his wife, dec'd., Elizabeth Hicks Watkins, deceased, Richard Hicks, deceased, and Nancy Hicks, his wife, deceased, Charles Hicks, deceased, and Daisy Duckett Hicks, his wife, deceased; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 30th day of March, 1961, and redeem the aforementioned property and answer the Amended Bill of Complaint, or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell, Clerk

True Copy, Test:
George T. Cromwell, Clerk

To Feb. 16

AND the unknown heirs at law, alienees, assignees and devisees of Alexander Hicks and Elizabeth Hicks, his wife, deceased, and the unknown heirs at law, alienees, assignees and devisees of any of the foregoing persons and any and all persons having or claiming to have any right, title and interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Two lots and improvements, Galesville, the first lot of which contains one acre, more or less, and improvements, and is more particularly described in a deed dated October 5, 1910 from Anne Stein, et al., to Alexander Hicks and recorded among the Land Records of Anne Arundel County in G.W.83, folio 38. The second lot of which contains 0.25 acres, more or less, and is the remainder of that parcel of 0.50 acres which by deed dated May 7, 1930, and recorded in F.S.R. 75, folio 27, was conveyed by Harry Friendenwald, et al., Trustees, to Alexander Hicks, save and excepting therefrom that parcel of 0.25 acres, more or less, which by deed dated Oct. 19, 1953, and recorded in Liber J.H.H. 858, folio 569, was conveyed by Louis M. Strauss, Trustee, to James Albert Hicks and Estelle Hicks, his wife. (Sold in Tax Sale as "2 Lots & imps., J.H.H. 858-569, Blk. 591, situated at Tent House Creek, Galesville" and assesed to Alex. Hicks.)

Defendants

All as substantialy described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 14, 1957, for amount in said Certificates hereinafter set forth.

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 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. A3502 — 2 lots & Imps., J.H.H. 858, folio 569, Blk. 591, situated Tent House Creek, Galesville, First Election District, and assessed to Alex Hicks (also known as Alexander,

LIBER 137 PAGE 204

SOUTHERN MUNICIPAL CORPORATION, a body corporate,

Plaintiff

vs.

ALEXANDER HICKS, et al.,

Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Equity No. 14,465 ~~14,037~~

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 C. Maurice Weidemeyer, President of Southern Municipal Corporation, Plaintiff herein, and made oath in due form of law that:

1. He has made inquiry concerning all of the defendants herein and from such inquiry is advised and believes and therefore avers that the defendants Alexander Hicks, also known as Alex Hicks, Elizabeth Hicks, Richard Hicks and Nancy Hicks, are deceased, and therefore not in the military service; and that as to the other defendants, he has no information that any of them are in the military service, and therefore avers that none of the defendants are in the military service.

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 24th day of April, 1961.

Mary Harrison - Notary Public

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LIBER 137 PAGE 205

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
ALEXANDER HICKS, et al.,	:	Equity No. 13,465
Defendants	:	
	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order, against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to Plaintiff on the 14th day of October 1957, for non-payment of taxes for the years 1956 and 1957.

And it further appearing that the Defendants Julius Miles and Alex Hicks, Jr., their address being unknown, have been duly served by publication.

And it further appearing that the Defendants Russell Watkins and Edith Watkins, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Ellen Harried, William Harried, George Watkins, Alverta Watkins, Geraldine

Watkins, Thurtiel Offer, Richard Offer, Sarah Louise Watkins, James Albert Hicks, Estelle Hicks, and James Darnell, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Naomi Darnell and Ager Watkins have been twice returned "Non Est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that all the aforesaid defendants, have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within which said defendants could so appear and file an answer having expired, it is thereunpon, this 1st day of ~~April~~ May, 1961, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be and the same is hereby taken pro confesso against the said defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants on the books of the County Treasurer and sold to the Plaintiff on the 14th day of October, 1957.

O. Bowie Duckett

Judge

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LIBER 137 PAGE 207

SOUTHERN MUNICIPAL CORPORATION a body corporate	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR ANNE ARUNDEL COUNTY
vs.	*	
ALEXANDER HICKS, ET AL,	*	
Defendants		EQUITY NO. 13,465

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 Defendants Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Ellen Harried, William Harried, George Watkins, Alverta Watkins, Geraldine Watkins, Thurtiel Offer, Richard Offer, McKinley Watkins Sarah Louise Watkins, James Albert Hicks, Estelle Hicks, and James Darnell, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Naomi Darnell and Ager Watkins have been twice returned "Non Est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendants Julius Miles and Alex Hicks, Jr., their address being unknown, have been duly served by publication.

And it further appearing that the Defendants Russell Watkins and Edith Watkins, being non-residents, have been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the 1st day of May, 1961, 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, sitting in Equity, this 5th day of June, 1961,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants Julius Miles, Alex Hicks, Jr.,

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Russell Watkins, Edith Watkins, Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Ellen Harried, William Harried, George Watkins, McKinley Watkins Alverta Watkins, Geraldine Watkins, Thurtiel Offer, Richard Offer, Sarah Louise Watkins, James Albert Hicks, Estelle Hicks, James Darnell, Naomi Darnell and Ager Watkins, and any and all persons having or claiming to have any interest, right or title 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 14th day of October, 1957, for non-payment of taxes for the years 1956 and 1957, to wit:

> Certificate No. A3502 - 2 lots and improvements. J.H.H. 858, folio 569, Blk. 591, situated Tent House Creek, Galesville, First District, and assessed to Alex Hicks.

free and clear of all alienations and descents of said property occuring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to

which said property mentioned in this cause and public proceedings is subject, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further,

ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew S. Evans
JUDGE

LIBER 137 PAGE 208

SOUTHERN MUNICIPAL CORPORATION a body corporate	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
ALEXANDER HICKS, ET AL	*	
Defendants	*	EQUITY NO. 13,465

PETITION TO AMEND FINAL DECREE FORECLOSING
EQUITIES OF REDEMPTION
AND ORDER OF COURT

Your Petitioner, Southern Municipal Corporation, a body corporate, by its Attorneys, C. Maurice Weidemeyer and Thomas M. Schifanelli, respectfully shows as follows:

1. That, on Page 4 in the Amended Bill of Complaint to foreclose equities of redemption in this cause, the real property involved was described with particularity.

2. That, by final decree of this Honorable Court, passed on the 5th day of June, 1961, in equity, it was adjudged, ordered and decreed that all rights of redemption to real property of the Defendants, Julius Miles, et al, were forever foreclosed in real property described in said final decree as "two lots and improvements, J.H.H. 858, folio 569, Block 591, situated Tenthouse Creek, Galesville, First District, and assessed to Alexander Hicks."

3. That although the Amended Bill of Complaint and the Order of Publication issued herein describe the property with particularity, by virtue of an accidental omission the said final decree failed to describe the property with the same particularity, although the final decree was intended to embrace the identical property set forth in the Amended Bill of Complaint and the Order of Publication, and Plaintiff is advised and believes that the final decree should be amended, that an amended final decree should be

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entered herein describing the property with particularity and using the same description as was contained in the Amended Bill of Complaint and the Order of Publication.

4. That your Petitioner believes, and therefore avers, that it is now necessary and proper to correctly describe the intended property in an amended final decree so as to include the description as is set out on Page 4 of the Amended Bill of Complaint.

TO THE END THEREFORE:

1. That an order be entered herein permitting Plaintiff to amend such final decree so that said decree shall contain the description of the real property involved herein, as is set out on Page 4 of the Amended Bill of Complaint.

AND as in duty bound, etc.

— SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St., Annapolis, Md.
Colonial 3-3957
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Petition to Amend Final Decree Foreclosing 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.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 22nd day of March, 1962.

Mary Harrison
Mary Harrison - Notary Public

LIBER 137 PAGE 210

SOUTHERN MUNICIPAL CORPORATION a body corporate	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
ALEXANDER HICKS, ET AL,	*	
Defendants	*	EQUITY NO. 13,465

AMENDED 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 Defendants Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Ellen Harried, William Harried, George Watkins, Alverta Watkins, Geraldine Watkins, Thurtiel Offer, Richard Offer, McKinley Watkins, Sarah Louise Watkins, James Albert Hicks, Estelle Hicks, and James Darnell, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Naomi Darnell and Ager Watkins have been twice returned "Non Est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendants Julius Miles and Alex Hicks, Jr., their address being unknown, have been duly served by publication.

And it further appearing that the Defendants Russell Watkins and Edith Watkins, being non-residents, have been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the 1st day of May, 1961,

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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, sitting in Equity, this 22nd day of June, 1962.

ADJUDGED, ORDERED AND DECREED that all rights of redemption to the property mentioned herein of the Defendants Julius Miles, Alex Hicks, Jr., Russell Watkins, Edith Watkins, Lelia Hicks McDaniel, William McDaniel, Beatrice Hicks Miles, Margaret Hicks Crowner, Benjamin Crowner, Edward Hicks, Gracie Hicks, George Hicks, Ellen Harried, William Harried, George Watkins, Alverta Watkins, Geraldine Watkins, Thurtiel Offer, Richard Offer, McKinley Watkins, Sarah Louise Watkins, James Albert Hicks, Estelle Hicks, James Darnell, Naomi Darnell and Ager Watkins, and any and all persons having or claiming to have any interest, right or title 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 14th day of October, 1957, for non-payment of taxes for the years 1956 and 1957, and as described in the Amended Bill of Complaint and Order of Publication herein as follows:

> Two lots and improvements, Galesville, the first lot of which contains one acre, more or less, and improvements, and is more particularly described in a deed dated October 5, 1910 from Anne Stein, et al, to Alexander Hicks and recorded among the Land Records of Anne Arundel County in G.W. 83, folio 38. The second lot of which contains 0.25 acres, more or less, and is the remainder of that parcel of 0.50 acres, which by deed dated May 7, 1930, and recorded in F.S.R. 75, folio 27, was conveyed by Harry Friendenwald, et al., Trustees, to Alexander Hicks, save and excepting therefrom that parcel of 0.25 acres, more or less, which by deed dated October 19, 1953, and recorded in Liber J.H.H. 858, folio 569, was conveyed by Louis M. Strauss, Trustee, to James Albert Hicks and Estelle Hicks, his wife. (Sold in Tax Sale as "2 Lots & imps., J.H.H. 858-569, Blk 591, situated at Tent House Creek, Galesville" and assessed to Alex Hicks.)

free and clear of all alienations and descents of said property occuring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further,

ORDERED that the final decree entered herein on the 5th day of June, 1961, be and the same is hereby amended to any extent that the same may be inconsistent therewith, and it is further,

ORDERED that the Plaintiff pay the costs of these proceedings.

J. Bruce Duckett
JUDGE

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LIBER 137 PAGE 213

MINNIE HEBRON, Administratrix of the Estate of Mary C. Tyler, 12 Bunche Street Annapolis, Maryland	:	IN THE
Plaintiff	:	
v.	:	CIRCUIT COURT FOR
PETER HEBRON 2321 Jefferson Street Philadelphia, Penna. and WILLIAM HEBRON 1546 Bleach Street West Philadelphia, Penna.	:	
	:	ANNE ARUNDEL COUNTY
and the unknown heirs, alienees, devisees and assignees of Mary C. Tyler and the aforenamed, and all persons claiming to have any interest in the real property known and designated as 37 Parole St., Annapolis, Maryland	:	
Defendants	:	NO. 14,418 EQUITY

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

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The oratrix, complaining, respectfully says:

1. That the oratrix on April 14, 1961 was appointed administratrix of the Estate of Mary C. Tyler by the Orphans' Court for Anne Arundel County and she has duly qualified to serve under said appointment.

2. That the said decedent left surviving her no spouse and no children, and the only known heirs of Mary C. Tyler are the widow of a brother of Mary C. Tyler named Fred Hebron who died in Baltimore, Maryland at an unknown date and the other two brothers of Mary C. Tyler named as defendants to this action.

3. That there is no personal property whatsoever to pay the decedent's debts and costs of administration, but the said Mary C. Tyler was the sole owner and died seized and possessed of the real property described as

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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part of Lots 41, 42 and 43, Block 2, as shown on a plat of the subdivision of the McGuckian Farm dated May 1922 by J. C. Boush, Surveyor, with residential improvements thereon known as 37 Parole Street, Annapolis, Maryland, said lots fronting a total width of 50 ft. on Parole Street and with a depth therefrom of 160 ft., by virtue of a deed dated September 19, 1925 from Charles F. Lee et al to Charles Tyler and Mary C. Tyler, his wife, recorded among the Land Records of Anne Arundel County in Liber W. M. B. 12, folio 403, a certified copy of which is annexed hereto and is prayed to be taken as a part hereof. The said Charles Tyler died in or about 1956 leaving his wife, Mary C. Tyler, as sole heir and sole owner of said real property as surviving tenant by the entireties.

4. That in addition to liability for payment of a funeral bill, the following claims have been made against the Estate of Mary C. Tyler:

Anne Arundel County Welfare Board, for public assistance to Charles Tyler and Mary C. Tyler	479.50
State of Maryland Dept. of Mental Hygiene, for care and maintenance of Mary C. Tyler at Crownsville State Hospital	11,216.40
Total	$11,695.90

5. That the hereinbefore described real estate must be sold to pay the debts of this decedent in accordance with Section 157 of Article 16 of the Annotated Code of Maryland (1957 Edition).

WHEREFORE, it is prayed:

A. That an Order of Publication be granted unto the 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.

B. That the hereinbefore described real property be sold for payment of the debts of the decedent.

C. That John B. Wright be appointed trustee by this Court to make the sale of said property.

D. That your oratrix may have such other and further relief as her cause may require.

And, as in duty bound, etc.

Minnie Hebron

Minnie Hebron
Plaintiff

John B. Wright

John B. Wright
Solicitor for Plaintiff
12 Church Circle
Annapolis, Maryland
Colonial 7-7500

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that before me, the undersigned Notary Public in and for the state and county aforesaid, on this 31st day of May, 1961, personally appeared MINNIE HEBRON, administratrix of the Estate of Mary C. Tyler, and she made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true.

As witness my hand and notarial seal.

Audrey R. Cleavenger

Audrey R. Cleavenger
Notary Public

AUDREY R. CLEAVENGER
NOTARY
PUBLIC
ANNE ARUNDEL COUNTY, MD.

JOHN B. WRIGHT, Attorney
12 Church Circle
Annapolis, Maryland

LIBER 137 PAGE 216

MINNIE HEBRON, Administratrix of the Estate of Mary C. Tyler	:	IN THE
Plaintiff	:	
v.	:	
PETER HEBRON 2321 Jefferson Street Philadelphia, Penna. and WILLIAM HEBRON 1546 Bleach Street West Philadelphia, Penna.	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
and the unknown heirs, alienees, devisees and assignees of Mary C. Tyler and the aforenamed, and all persons claiming to have any interest in the real property known and designated as 37 Parole St., Annapolis, Maryland	:	
	:	NO. 4418 EQUITY
Defendants		

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

ORDER OF PUBLICATION

The object and purpose of this proceeding is to complete judicial sale of the real property, with residential improvements thereon, at 37 Parole Street in Annapolis, Maryland, also designated as part of Lots 41, 42 and 43, Block 2, as shown on a plat of the subdivision of the McGuckian Farm dated May 1922 by J. C. Boush, Surveyor.

The Bill of Complaint states, among other things, that the said Minnie Hebron on April 14, 1961, was appointed administratrix of the Estate of Mary C. Tyler by the Orphans' Court for Anne Arundel County and she has duly qualified to serve under said appointment; that the said decedent left surviving her no spouse and no children, and the only known heirs of Mary C. Tyler are the widow of a brother of Mary C. Tyler named Fred Hebron who died in Baltimore, Maryland at an unknown date and the other two brothers of Mary C. Tyler named as defendants to this action; that there is no personal property whatsoever to pay the decedent's debts and costs of administration, but the said Mary C. Tyler was the sole owner and died seized and possessed of the herein-

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before mentioned real property fronting a total width of 50 ft. on Parole Street and with a depth therefrom of 160 ft., by virtue of a deed dated September 19, 1925 from Charles F. Lee et al to Charles Tyler and Mary C. Tyler, his wife, recorded among the Land Records of Anne Arundel County in Liber W. M. B. 12, folio 403; that the said Charles Tyler died in or about 1956 leaving his wife, Mary C. Tyler, as sole heir and sole owner of the said real property as surviving tenant by the entireties; and that claims have been made against the Estate of Mary C. Tyler and the hereinbefore described real estate must be sold to pay the debts of this decedent.

It is thereupon this 31st day of May, 1961, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having general circulation in Anne Arundel County once a week for four successive weeks, before the 5th day of July, 1961, next, warning the said Peter Hebron, William Hebron, and the unknown heirs, alienees, devisees and assignees of Mary C. Tyler and the aforenamed, and all persons claiming to have any interest in the said real property, to be and appear in this Court in proper person or by solicitor on or before the 7th day of August, 1961, and show cause, if any they may have, why the prayer of said bill of complaint should not be granted.

George T. Cromwell,
Clerk

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Legal Notice

IN TH CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,418 Equity

MINNIE HEBRON,
Administratrix of the Estate of Mary C. Tyler

Plaintiff

versus

PETER HEBRON
2321 Jefferson Street, Philadelphia, Penna.

and

WILLIAM HEBRON
1546 Bleach Street, West Philadelphia, Penna.
and the unknown heirs, alienees, devisees and assignees of Mary C. Tyler and the aforenamed, and all persons claiming to have any interest in the real property known and designated as 37 Parole St., Annapolis, Maryland

Defendants

Order Of Publication

The object and purpose of this proceeding is to complete judicial sale of the real property, with residential improvements thereon, at 37 Parole Street in Annapolis, Maryland, also designated as part of Lots 41, 42 and 43, Block 2, as shown on a plat of the subdivision of the McGuckian Farm dated May 1922 by J. C. Boush, Surveyor.

The Bill of Complaint states, among other things, that the said Minnie Hebron on April 14, 1961, was appointed administratrix of the Estate of Mary C. Tyler by the Orphans' Court for Anne Arundel County and she has duly qualified to serve under said appointment; that the said decedent left surviving her no spouse and no children, and the only known heirs of Mary C. Tyler are the widow of a brother of Mary C. Tyler named Fred Hebron who died in Baltimore, Maryland at an unknown date and the other two brothers of Mary C. Tyler named as defendants to this action, that there is no personal property whatsoever to pay the decedent's debts and costs of administration, but the said Mary C. Tyler was the sole owner and died seized and possessed of the herein before mentioned real property fronting a total width of 50 ft. on Parole Street and with a depth therefrom of 160 ft., by virtue of a deed dated Sepatember 19, 1925 from Charles F. Lee et al to Charles Tyler and Mary C. Tyler, his wife, recorded among the Land Records of Anne Arundel County in Liber W.M.B. 12, follo 403; that the said Charles Tyler died in or about 1956 leaving his wife, Mary C. Tyler, as sole heir and sole owner of the said real property as surviving tenant by the entireties; and that claims have been made against the Estate of Mary C. Tyler and the hereinbefore described real estate must be sold to pay the debts of this decdent.

It is thereupon this 31st day of May, 1961, by the Circuit Court for Anne Arundel County, in Equity.

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having general circulation in Anne Arundel County once a week for four successive weeks, before the 5th day of July, 1961, next, warning the said Peter Hebron, William Hebron, and the unknown heirs, alienees, devisees and assignees of Mary C. Tyler and the aforenamed, and all persons claiming to have any interest in the said real property, to be and appear in this Court in proper person or by solicitor on or before the 7th day of August, 1961, and show cause, if any they may have, why the prayer of said bill of complaint should not be granted.

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

No. 6

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 218

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1961

We hereby certify, that the annexed

Order of Publication
Eq. 14,418
Minnie Hebron,
Property

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 July, 1961. The first insertion being made the 3rd day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

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By H. Tilghman

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 137 PAGE 219

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

I hereby certify that, on this 15th day of August, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, John B. Wright, attorney for the

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
Peter Hebron and William Hebron, are not in the military service of any nation allied with the United States, have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended, are not members of the Enlisted Reserve corps who have been ordered to report 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 15th day of August, 1961.

Notarial Seal

Audrey R. Cleavenger, Notary Public

My Commission will expire on: May 6, 1963.

Filed,

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LIBER 137 PAGE 220

MINNIE HEBRON

Plaintiff

vs.

PETER HEBRON and
WILLIAM HEBRON et al

Defendants

No. 14,418 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents PETER HEBRON and WILLIAM HEBRON after order of publication duly published (or served) (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (or writ of summons).

It is, thereupon, this 15th day of August 1961 by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

O. Bruce Duckett

Judge

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LIBER 137 PAGE 221

MINNIE HEBRON	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	
PETER HEBRON	:	ANNE ARUNDEL COUNTY
and		
WILLIAM HEBRON, et al	:	
		NO. 14,418 EQUITY
Defendants	:	

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

O R D E R

This cause standing ready for hearing and being submitted, the proceedings have been read and considered.

It is thereupon this 15th day of August, 1961, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed as follows:

1. That the real estate known and designated as 37 Parole Street, Annapolis, Maryland, more particularly described in the bill of complaint filed herein, shall be sold in accordance with the provisions of Rule 1301 titled "Judicial Sales"; and John B. Wright be, and he is hereby, appointed trustee to make said sale.

2. Said trustee shall file with the Clerk of this Court a bond to the State of Maryland executed by a corporate surety, subject to the approval of the Clerk of this Court, in the penalty amount of Two Thousand Dollars conditioned upon the faithful performance of the trust reposed in him by this order, or to be reposed in him by any future orders in the premises.

3. Upon completion of the public sale or private sale of said property in accordance with the aforementioned Rule 1301, said trustee shall render to this Court a full and particular report of the proceedings relative to such sale.

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Judge

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LIBER 11 PAGE 112 LIBER 137 PAGE 222

MINNIE HEBRON	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	
PETER HEBRON and WILLIAM HEBRON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 14, 418 EQUITY

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

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, John B. Wright, as Principal, and American Surety Company of New York, a body corporate authorized to do business and issue surety bonds in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00), current money, to be paid to this 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, and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of September 1961.

WHEREAS, by virtue of an order dated August 15, 1961 in this cause, the said Principal was authorized and empowered to make the public of the property at 37 Parole Street, Annapolis, Maryland, more particularly described in the bill of complaint filed herein; and

WHEREAS said Principal will exercise said power and make the public sale of this property,

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal does and shall well and faithfully perform and execute the trust reposed in him, and abide by and fulfill any order or

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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decree which shall be made by the Court in relation to said public sale or distribution of 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.

ATTEST:

Audrey R. Cleavenger
Audrey R. Cleavenger

John B. Wright (SEAL)
John B. Wright
Principal

AMERICAN SURETY COMPANY
OF NEW YORK

By: Joseph H. Bouchal
Joseph H. Bouchal
Attorney in Fact
Surety

Marcella C. Buchanan

Bond approved on the date of filing:

George T. Cromwell
George T. Cromwell
Clerk

Bond approved this 20th day of September, 1967
George T. Cromwell, Clerk

TRUSTEE'S SALE

OF VALUABLE

Real Estate And Residence

LIBER 137 PAGE 224

LOCATED AT 37 PAROLE STREET, ANNAPOLIS, MD.

By order ofthe Circuit Court for Anne Arundel County in the case titled Minnie Hebron, Administratrix of the Estate of Mary C. Tyler v. Peter Hebron et al No. 14,418 Equity, the named trustee will sell at public auction on the premises at 37 Parole Street, Annapolis on

TUESDAY, SEPTEMBER 26, 1961

at 2 p.m.

All that lot of ground in the City of Annapolis 50 ft. by 160 ft. in size on Parole Street, described as part of Lots 41, 42 and 43, Block 2, on the plat of the McGuckian Farm dated May 1922 by J.C. Boush, Surveyor, and all of the property conveyed by deed dated September 19, 1925 from Charles F. Lee et al to Charles Tyler and Mary C. Tyler recorded among the Land Records of Anne Arundel County in Liber W.M.B. 12, folio 403, with a residence thereon consisting of a one story frame dwelling with five rooms, bath and basement.

The terms of sale are a deposit of $500.00 by the high bidder at the time and place of sale and the balance to be paid with 6% interest upon final ratification of sale by the Circuit Court for Anne Arundel County. Revenue stamps on the deed are to be paid by the purchaser, and taxes and public charges are to be adjusted to the date of sale.

JOHN B. WRIGHT, Trustee
12 Church Circle, Annapolis
Colonial 7-7500

ROBERT H. CAMPBELL,
Auctioneer

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1961 SEP 27 PM 2:19

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MINNIE HEBRON LIBER 137 PAGE 225 IN THE

Plaintiff :

CIRCUIT COURT FOR

v. :

PETER HEBRON :
and
WILLIAM HEBRON, et al :

ANNE ARUNDEL COUNTY

Defendants :

NO. 14,418 EQUITY

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

CERTIFICATE OF PURCHASE AT PUBLIC SALE

I hereby certify that I have on this 26th day of September, 1961 sold at public auction the property described in the handbill annexed hereto, formerly owned by Charles Tyler and Mary C. Tyler, his wife, and designated as all that lot of ground in the City of Annapolis 50 ft. by 160 ft. in size on Parole Street, also described as part of Lots 41, 42 and 43, Block 2, on the Plat of the McGuckian Farm dated May 1922 by J. C. Boush, Surveyor, and all of the property conveyed by deed dated September 19, 1925 from Charles F. Lee et al to Charles Tyler and Mary C. Tyler recorded among the Land Records of Anne Arundel County in Liber W. M. B. 12, folio 403, with a residence thereon consisting of a one story frame dwelling with five rooms, bath and basement, unto the high bidder(s), H. BAKER STONEBRAKER, at and for the high bid sum of $3,625.00, being then and there the highest bidder(s) therefor.

Robert H. Campbell
Auctioneer

PURCHASERS CERTIFICATE

I/We Hereby Certify that I/we have on this 26th day of September, 1961, purchased the aforementioned property described on the annexed handbill at and for the high bid sum of $ 3,625.00, and I/we hereby agree to comply with the terms of sale.

H. Baker Stonebraker

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1961 SEP 27 PM 2:39

MINNIE HEBRON LIBER 137 PAGE 226 IN THE

Plaintiff :

v. : CIRCUIT COURT FOR

:

PETER HEBRON
and : ANNE ARUNDEL COUNTY
WILLIAM HEBRON, et al

:

Defendants : NO. 14,418 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John B. Wright, Trustee, respectfully shows:

That under and by virtue of the order passed by this Court in this cause on August 15, 1961, after having given due notice of the time, place, manner and terms of public sale of the property at 37 Parole Street, Annapolis, Maryland, more particularly described in the bill of complaint filed in this cause, said advertising having been completed in the Evening Capital, a newspaper published in Anne Arundel County, Maryland in the issues of September 2, 9, 16 and 23, 1961, and after having complied with all other requisites of the order and of law for such cases made and provided, the said trustee offered the property at public auction on the premises at Parole Street, Annapolis, Maryland at 2:00 p.m. on Tuesday, September 26, 1961, and then and there sold the said property at and for the total sum of Three Thousand Six Hundred Twenty Five Dollars ($3,625.00) to H. Barse Stonebraker, being at that figure the highest bidder therefor.

And the said trustee further reports that he has received from the said purchaser a deposit of $500.00 which is being held as initial payment on the purchase price and for the expenses attending the ratification of said sale; and said trustee has obtained execution of the purchaser's agreement to comply with the terms of sale as shown on the annexed Certificate of Purchase at Public Sale which is filed herewith and is prayed to be taken as a part hereof.

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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And the said trustee further states that said sale was fairly made to the highest bidder aforesaid.

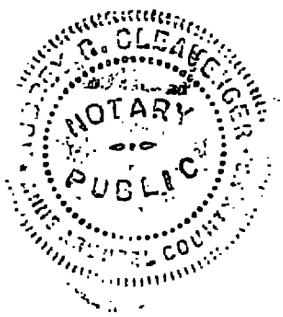
And, as in duty bound, etc.

John B. Wright
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 27th day of September, 1961, personally appeared JOHN B. WRIGHT, trustee, and he made oath in due form of law that the matters stated in the foregoing Report of Sale are true.

As Witness my hand and notarial seal.



Audrey R. Cleavenger
Notary Public

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ORDER NISI

LIBER 137 PAGE 228

Minnie Hebron

versus

Peter Hebron

and

William Hebron, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,418 Equity

Ordered, this 27th day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by John B. Wright, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of October next.

The report states that the amount of sale was $ 3,625.00.

Filed Sept.27,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

Minnie Hebron

versus

Peter Hebron

and

William Hebron

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of December, 19 61 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

JUDGE.

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1961 DEC 11 AM 11:52

JOHN B. WRIGHT
Attorney
Annapolis, Maryland

Trustee's Sale

VALUABLE REAL ESTATE AND RESIDENCE LOCATED AT 37 PAROLE STREET, ANNAPOLIS, MD.

By order of the Circuit Court for Anne Arundel County in the case titled Minnie Hebron, Administratrix of the Estate of Mary C. Tyler v. Peter Hebron et al, No. 14,418 Equity, the named trustee will sell at public auction on the premises at 37 Parole Street, Annapolis on

Tues., Sept. 26, 1961 at 2 p.m.

All that lot of ground in the City of Annapolis 50 ft. by 160 ft. in size on Parole Street, described as part of Lots 41, 42 and 43, Block 2, on the plat of the McGuckian Farm dated May 1922 by J. C. Boush, Surveyor, and all of the property conveyed by deed dated September 19, 1925 from Charles F. Lee et al to Charles Tyler and Mary C. Tyler recorded among the Land Records of Anne Arundel County in Liber W.M.B. 12, folio 403, with a residence thereon consisting of a one story frame dwelling with five rooms, bath and basement.

The terms of sale are a deposit of $500.00 by the high bidder at the time and place of sale and the balance to be paid with 6 per cent interest upon final ratification of sale by the Circuit Court for Anne Arundel County. Revenue stamps on the deed are to be paid by the purchaser, and taxes and public charges are to be adjusted to the date of sale.

JOHN B. WRIGHT, Trustee
12 Church Circle, Annapolis
Colonial 7-7500
ROBERT H. CAMPBELL
Auctioneer

S-23

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 229

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1961

We hereby certify, that the annexed Trustee's Sale

Mary C. Tyler

was published in

Evening Capital

FILED 1961 OCT -9 PM 12:57

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of September, 1961. The first insertion being made the 2nd day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 23646

By H. Telgman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 230

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 31, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,418

Minnie Hebron

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 29th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,418 EQUITY
MINNIE HEBRON
versus
PETER HEBRON
and
WILLIAM HEBRON, et al

Ordered, this 27th day of September, 1961, That the sale of the Property in these proceedings mentioned made and reported by John B. Wright, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of October next.

The report states that the amount of sale was $3,625.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-20

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1961 OCT 31 PM 4:35

No. M. G. 23457

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LIBER 137 PAGE 231

MINNIE HEBRON,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
PETER HEBRON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 14,418 EQUITY

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

November 10, 1961

Present:

Mr. John B. Wright, Solicitor for Plaintiff

Mr. Emanuel Klawans, Court EXaminer

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Minnie Hebron, pages 2 - 5

T. Carroll Worthington, page 6

Thomas C. Worthington, page 7

1961 NOV 27 PM 4:30

Minnie Hebron, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Wright)

1. Would you state your full name and address?

A. Minnie Hebron, 12 Bunche Street.

2. Are you the plaintiff in this action?

A. Yes.

3. How were you related to the decedent, Mary C. Tyler?

A. She was my husband's Aunt.

4. Were you appointed administratrix of her estate on April the 14th, 1961?

A. Yes.

5. Did she die on January 8th, 1961?

A. Yes.

6. What personal property did she leave?

A. 37 Parole Street.

7. Well did she leave any bank accounts or any furnishings of any type?

A. No.

8. Only the rent from the property at 37 Parole Street?

A. That's right.

9. What real property did she leave?

A. 37 Parole Street, Annapolis, Maryland.

10. Was this a five room bungalow house with bath?

A. Six rooms and bath.

11. It is a bungalow?

A. Yes.

12. What claims against her estate have been presented?

A. The Crownsville State Hospital and the Welfare.

13. Was the Crownsville State Hospital claim as itemized here in the amount of $11,216.40?

A. Yes.

14. And is the Welfare Board's claim as here itemized in the amount of $479.50?

A. Yes.

(LEAVE RESERVED FOR DEED MARKED EXAMINER'S EXHIBIT NO. 1)

(CLAIM OF WELFARE BOARD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(CLAIM FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

15. Were you present at the September 26th, 1961 public sale of the residence at 37 Parole Street?

A. Yes.

16. How many bidders were present there that day?

A. I would say about 15.

17. Before the high bid of $3625.00 was accepted were you consulted for your approval?

A. Yes.

18. Was this a fair price for this property?

A. Yes, I thought it was.

19. Is this property at 37 Parole Street susceptible of being divided for payment of the claims and the estate heirs?

A. No.

20. Did Mary C. Tyler leave any grandchildren or decendants?

A. No. She didn't have any children.

21. Did she leave a will?

A. No.

22. Was her husband dead before she died?

A. Oh, yes.

23. Did she have any other brothers other than Fred Hebron?

A. She had more brothers, yes, but they are not living.

24. They all died before she did?

A. She has two brothers living now.

25. And they are Peter Hebron and William Hebron?

A. Yes.

26. Did she have any other brothers?

A. You mean that's dead?

27. Yes. Did they die before her?

A. They died before she did.

28. Did they leave any children?

A. Yes, they got children.

29. Did she have any sisters?

A. Yes.

30. Are any of them living?

A. No.

31. They died before she did?

A. They died before she did.

32. Did they leave children?

A. They left children.

33. And you have stated that this property is not susceptible of division in kind among all these people of interest, that is true isn't it, you couldn't divide this property up other than by selling it?

A. That's the only way.

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34. And this property is of no benefit to any of them at the present time, is it, and it is to all of their advantages to sell it?

A. Yes, they know about it.

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. . . . . None . . . . . .

Signature . . . . . Minnie Hebron . . . . . .

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T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Wright)

1. Would you state your full name and address, please?

A. T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland.

2. What is your occupation?

A. Realtor.

3. How long have you been so occupied?

A. Since 1923.

4. Did you inspect the property at 37 Parole Street, Annapolis?

A. I did, on the 3rd day of July, 1961.

5. Would you describe the property please?

A. I found a five room and bath house built on piers, one story, frame, composition roof, in very poor condition.

6. Was it habitable?

A. I guess somebody could live there.

7. What would be a fair selling price at a public sale concerning this property? Let me rephrase it. Would you say that $3625.00 was a reasonable selling price at a public sale?

A. At a public sale I would say yes.

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 . . . . . .

Thomas C. Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Wright)

1. Would you s tate your full name and address?

A. Thomas C. Worthington, Towns-Worth Building, Annapolis, Maryland.

2. What is your occupation?

A. I am a realtor.

3. How long have you been so occupied?

A. For thirteen years.

4. Did you inspect, with your father, the previous witness, the property at 37 Parole Street, Annapolis?

A. I did sir.

5. Did you find it to be of the same description that he did?

A. I did sir.

6. And this property was sold in September, 1961 at public sale for $3625.00, do you feel that is a fair selling price for this piece of property?

A. Yes, I do sir.

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 . Thomas C. Worthy Jr. . . . . .

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

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

Witness my hand and seal this 27th day of November, 1961.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00
S.M. $10.00

Rev. Stamp $.50

THIS DEED, made this 19th day of September, 1925, by and between Charles F. Lee and Winson G. Gott, Executors under the last Will and Testament of Thomas McGuckian, parties of the first part, (the Owings Bank of) The Eastern Shore Trust Company, a body corporate, duly incorporated, under the laws of the State of Maryland, Mortgagee, as hereinafter mentioned, party of the second part, and Charles Tyler and Mary C. Tyler, his wife, of Anne Arundel County, Maryland, parties of the third part, Witnesseth:-

WHEREAS, the said (the Owings Bank of) The Easten Shore Trust Company is the holder of a mortgage, covering the lot of ground, hereinafter mentioned, and other land, dated December 3, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, folio 148, and unites in this deed for the purpose of releasing the said lot of ground only, hereinafter described, from the legal operation and effect of said mortgage; and

WHEREAS, Thomas McGuckian, by his last Will and Testament, duly admitted to probate by the Orphans Court for Anne Arundel County on the 20th day of September, 1921, recorded among the Testamentary Records of said County in Liber O.B.D. No. 3, folio 13, constituted and appointed the said Charles F. Lee and Winson G. Gott, the Executors thereof, with full power and authority, in their discretion, to manage, mortgage, lease or sell, or in any other manner dispose of any of the property which the said Thomas McGuckian owned at the time of his death; and

WHEREAS, acting under the power of said Will, the said Charles F. Lee, and Winson G. Gott, as such Executors, have sold the said lot of ground, hereby conveyed, to the said partise of the third part at and for the sum of One hundred and fifty dollars ($150.00), and have reported said sale to the Orphans Court for said Anne Arundel County, which has been finally ratified and confirmed by said Court, the purchase money having been fully paid and satisfied, the said purchasers are entitled to a deed of said lot.

Sub delivered to Winson G. Gott

NOW, THEREFORE, THIS DEED WITNESSETH:- That for and in consideration of the premises, and the sum of One dollar ($1.00), and other good and valuable considerations, paid by the said parties of the third part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first and second part do hereby grant, convey and release unto the said parties of the third part, as tenants by the entireties, their heirs or assigns.

All of the right, title, interest or estate of the said Thomas McGuckian, and of all other persons claiming by, from or under him, in and to

All that lot of ground situate on the southeast side of Parole Street, near Parole Station, in the Second Election District of Anne Arundel County, Maryland, being portions of lots Nos. 43, 42 and 41, of Block No. 2 on the plat of the subdivision of The McGuckian Farm, made by J. Carson Boush, Surveyor, May, 1922, which plat is intended to be filed in one of the Plat Books of Anne Arundel County, and described as follows:-

Beginning for the same at a point on the southeast side of said Parole Street 50 feet from the intersection formed by the southeast side of said Parole Street with the southwest side of a proposed street, 30 feet wide, leading therefrom, and running from thence through said lots Nos. 43, 42 and 41, and parallel with said proposed street, southeasterly, 160 feet to the division line of lot No. 40, on said plat; thence with said division line, southwesterly, 50 feet; thence northwesterly, through said lots Nos. 41, 42 and 43, 160 feet to the southeast side of said Parole Street; thence with the same northeasterly 50 feet to the point of beginning. Being a part of the property which was conveyed to Thomas McGuckian and Maggie McGuckian, his wife, as tenants by the entireties, by Ida E. Carling, et al, by deed dated December 3, 1919, and recorded among the aforesaid Land Records in Liber W.N.W. No. 18, folio 421, and upon the death of the said Thomas McGuckian the said Maggie McGuckian became the survivor and sole owner of the same. Also being part of the property conveyed to the said Winson G. Gott and Charles F. Lee, Executors, as aforesaid, by the said Maggie McGuckian, by deed dated the 5th day of March, 1923, and recorded among the aforesaid Land Records

in Liber W.N.W. No. 59, folio 474, subject, nevertheless, to the devisee, limitations and restrictions contained in the aforesaid Will of the said Thomas McCuskian.

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

TO HAVE AND TO HOLD the above described lot of ground unto and to the proper use and benefit of the said parties of the third part, as tenants by the entireties, their heirs or assigns, forever, in fee-simple.

WITNESS the hands and seals of the said grantors.

Test: Charles F. Lee, (Seal)

Ruby W. Chaney. Winson G. Gott. (Seal)
Executors.

Attest:
O.F.Bowen
Assistant Cashier. (OWINGS BANK OF) THE EASTERN SHORE TRUST COMPANY

(Corporate Seal) BY M.L. Hutchins - Vice-President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO-WIT:-

I hereby certify, that on this 29th day of October, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles F.Lee, and Winson G. Gott, Executors, as aforesaid, and acknowledged the aforegoing deed to be their act.

Witness my hand and notarial seal.

(Notary Seal) Ruby W. Chaney - Notary Public.

STATE OF MARYLAND, CALVERT COUNTY, TO-Wit:-

I hereby certify, that on this 19th day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared M. L. Hutchins, Vice-President, on behalf of (the Owings Bank of) The Eastern Shore Trust Company, and acknowledged the aforegoing deed to be the act of the said Bank.

Witness my hand and Notarial seal.

(Notary Seal) Eva Prout Magruder - Notary Public.

Recorded 29 October, 1925 - 3:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing ..... Deed ..... is truly taken and copied from Liber ..... WMB ..... No. ..... 12 ..... folio ..... 403 ..... 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 ..... 31st ..... day of ..... May ..... A. D., 1961.

George T. Gruver
Clerk of the Circuit Court for Anne Arundel County

14,418 Eq
Hebron - Hebron
Examiner's Exh. 1
E Klawans
Examiner

JUL 27 PM 4:30

LIBER 137 PAGE 245

ANNE ARUNDEL COUNTY WELFARE BOARD

HEALTH AND WELFARE BUILDING - SOUTH STREET
P. O BOX 49 - ANNAPOLIS MARYLAND
TELEPHONE CO 8-5081

April 20, 1961

Mr. John B. Wright
12 Church Circle
Annapolis, Maryland

Re: Mary C. Tyler

Dear Mr. Wright:

As you requested I am itemizing the public assistance received by Charles and Mary Tyler during their lifetime. Mr. Tyler was granted $447.85 from Old Age Assistance funds and Mrs. Tyler received $31.65 from General Public Assistance.

Charles Tyler:

1947 - August through December, inclusive	@ $38.65	=	$193.25
1948 - January through April, inclusive	@ $38.65	=	154.60
1948 - May			100.00
			$447.85

Mary Tyler:

1948 - May		31.65
	Total - -	$479.50

If either Mr. or Mrs. Tyler died possessed of an estate this Agency must make claim for $479.50. We will appreciate your assistance in this collection.

Sincerely yours,

(Mrs.) Esther Holahan
Director

EH/mmy

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

I HEREBY CERTIFY, that on this 24th day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Anne Arundel, aforesaid, personally appeared Esther Holahan, Director, Anne Arundel County Welfare Board, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

14,418 Eq
Hebron v Hebron
Examiner's Exh 2
E Klawans
Examiner

FILED
1961 NOV 27 PM 4:30

32

LIBER 137 PAGE 246

STATE OF MARYLAND
DEPARTMENT OF MENTAL HYGIENE
DIVISION OF REIMBURSEMENTS

STATE OFFICE BUILDING
301 W. PRESTON STREET
BALTIMORE 1, MARYLAND

ISADORE TUERK, M. D.
COMMISSIONER

TELEPHONE VERNON 7 9000

May 16, 1961

THIS IS A PREFERRED CLAIM UNDER
ARTICLE 59, SECTION 5 (e),
ANNOTATED CODE OF MARYLAND

TO: ESTATE OF MARY TYLER (3-11809) Deceased 1/8/61

FOR: Care and maintenance at Crownsville State Hospital as listed below:

YEAR	CHARGE TIME IN HOSPITAL	MONTHLY PER CAPITA RATE	GROSS CHARGE	PAYMENTS MADE	BALANCE DUE
1949	5 mos/2 days	$50.00	$253.33	$0.00	$253.33
1950	12 months	50.00	600.00	0.00	600.00
1951	12 months	50.00	600.00	0.00	600.00
1952	12 months	50.00	600.00	0.00	600.00
1953	12 months	50.00	600.00	0.00	600.00
1954	9 months	50.00	450.00	0.00	450.00
1954	3 months	90.00	270.00	0.00	270.00
1955	12 months	90.00	1080.00	0.00	1080.00
1956	12 months	90.00	1080.00	0.00	1080.00
1957	12 months	97.00	1164.00	0.00	1164.00
1958	12 months	116.00	1392.00	0.00	1392.00
1959	6 months	116.00	696.00	0.00	696.00
1959	6 months	130.00	780.00	0.00	780.00
1960	6 months	130.00	780.00	0.00	780.00
1960	6 months	139.00	834.00	0.00	834.00
1961	8 days	139.00	37.07	0.00	37.07

Total due and payable.....$11,216.40

Certified true and correct:

R. S. Maranto
Chief, Estates Section

Dorothy E. Frederick
Supervisor of Patient Accounts

Please make remittance payable to: DEPARTMENT OF MENTAL HYGIENE

14,418 Eq
Hebron Hebron
Examiner's Exh 3
E Klawans
Examiner

FILED
1961 NOV 27 PM 4:30

33

LIBER 137 PAGE 247

In the Case of

Minnie Hebron, Administratrix
of the Estate of
Mary C. Tyler
VS.
Peter Hebron
and
William Hebron, etc

In the

Circuit Court

For

Anne Arundel County

No. 14,418 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.

March 16, 1962

FILED

1962 MAR 16 PM 12:25

Dr. in ac.

Minnie Hebron, Administratrix of the Estate of Mary C. Tyler Vs. Peter Hebron and William Hebron, etc.

To Trustee for Commissions, viz:	140	28	140	28
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	59	00		
Emanuel Klawans - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	10	00		
Auditor - stating this account	22	50		
			111	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - notice to creditors	20	00		
Capital-Gazette Press - order of publication	98	00		
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Speer Publications, Inc. - handbills	16	75		
American Surety Co. of New York - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	45	00		
T. Carroll Worthington - appraisal	40	00		
Thomas C. Worthington - testimony	30	00		
Clerk of Court - photostatic copy of deed	2	25		
Audrey R. Cleavenger - notary fees	1	00		
			321	76
To Trustee for Taxes, viz:				
1961 State and County taxes ($49.47) - 8 months 26 days	36	66		
1961 Annapolis City taxes ($36.43) - 2 months 26 days	8	78	45	44
To Trustee for Benefit Charges, viz:				
Metered water from 9/1/61 to 9/26/61	1	88	1	88
To Trustee for Administration Expenses, viz:				
American Surety Co. of New York - bond premium	10	00		
Register of Wills - Court costs	22	25		
Administratrix' commissions on rent (Order 3/14/62)	40	50		
			72	75
To Department of Mental Hygiene, State of Maryland - this balance on account claim filed under Article 59, Sec. 5(e) Annotated Code of Maryland	2,982	25	2,982	25
			3,675	86
Amount of Claim filed	11,216	40		
Cr. Amount allowed above	2,982	25		
Balance due	8,234	15		

35

with John B. Wright, Trustee Cr.

1961						
Sept.	26	Proceeds of Sale	3,625	00		
		Interest on deferred payment of $3,125.00 to 1/3/62	50	86	3,675	86
					3,675	86

LIBER 137 PAGE 250

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 3rd day of April, 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 APR -3 AM 11:24

George T. Cromwell, Clerk

By

7

LIBER 137 PAGE 251

Edward J. Brannan,	*	In The Circuit Court
Attorney Named in Mortgage	*	For
vs.	*	Anne Arundel County
James H. Kantner and	*	(In Equity)
Pauline L. Kantner, his wife	*	No. 14,712

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

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 James H. Kantner and Pauline L. Kantner, his wife to the Leeds Federal Savings and Loan Association, dated December 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No.1447, folio 66 etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage
Pl. 2-5903

FILED
1961 NOV 22 AM 9:45

City-County Form.

LIBER 137 PAGE 252
BOOK 1447 PAGE 66

No. 14, 712 Equity

This Mortgage, Made this 20th day of December, in the year one thousand, nine hundred and sixty, between James H. Kantner and Pauline L. Kantner, his wife

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

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

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

13260

By the payment on or before the first day of each month from date hereof; of the sum of -SEVENTY DOLLARS AND EIGHTY-EIGHT CENTS ($70.88) - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

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

Lot numbered twenty-two (22) as shown on the Amended Plat of Arbordale, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 60. The improvements thereon being known as 407 Arbor Drive.

BEING the same lot of groundand premises which, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Clayton W. Bordley, Inc.,unto James H. Kantner and wife, the Mortgagors herein.

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1961 NOV 22 AM 9:45

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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $ 120.00 ; payable in equal semi-annual installments on the 20th days of June and December in each and every year.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs. personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns or wherein the Mortgagee, its suc-

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

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Two Hundred ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission 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

James H. Kantner (SEAL)

Pauline L. Kantner (SEAL)

(SEAL)

(SEAL)

BOOK 1447 PAGE 69 LIBER 137 PAGE 255

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of December, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared James H. Kantner and Pauline L. Kantner, 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.

11.00

Rec'd for record Dec. 22, 1960 at 10:57 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Edward J. Brannan,
Attorney Named in Mortgage

vs.

James H. Kantner and
Pauline L. Kantner, his wife

"Plaintiffs' Exhibit No. 1".

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2 MD.

LIBER 137 PAGE 256

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	For
	*	Anne Arundel County
vs.	*	(In Equity)
James H. Kantner and	*	
Pauline L. Kantner, his wife	*	No. 14,712
	*	

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James H. Kantner and Pauline L. Kantner, his wife, dated December 20, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1447, folio 66 etc..

Original Amount of Mortgage	$ 11,000.00
Amount Paid on Account	189.12
	$ 10,810.88
Interest to January 8,1962	512.67
	$ 11,323.55
Less -Refund Expense Account	24.95
	$ 11,298.60

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

STATE OF MARYLAND, CITY OF BALTIMORE, 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 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 22 AM 9:45

6

LIBER 137 PAGE 257

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (Equity)
James H. Kantner and Pauline L. Kantner, his wife	*	Docket No. 20 , Folio 65
	*	Case No. 14,712

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edward J. Brannan, Attorney Named in Mortgage, respectfully represents:

I

That on or about December 20, 1960, the Defendants herein executed and delivered unto the Leeds Federal Savings and Loan Association, a mortgage in the principal sum of Eleven Thousand Dollars ($11,000.00), on the leasehold property known as 407 Arbor Drive, Arbordale, Third Election District of Anne Arundel County, Maryland, which property is subject to an annual groundrent in the amount of $120.00, payable half-yearly on June 20th and December 20th, in each and every year.

II

That your Petitioner, on or about November 22, 1961, by virtue of and pursuant to the power contained in the said Mortgage (default having occurred under the covenants therein contained) instituted foreclosure proceedings and has arranged for advertizing the sale of the mortgaged premises; said sale to take place on Monday, January 8, 1962 at 2 O(Clock , P.M..

III

That one of the Defendants herein, namely; James H. Kantner, is in the Armed Forces of the United States with a rank of Staff Sergeant with a monthly income of Three Hundred Ninety-One Dollars ($391.00); his serial number is R.A. 13240981 with a mailing address of: 888 Medical Company (AMB), A.P.O. 34, New York, N. Y.

IV

That the Defendants herein have abandoned the premises mentioned in these proceedings and no monthly payments have been made on account of the mortgage loan since June 5, 1961.

FILED
DEC -8 AM 9:50
1961

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WHEREFORE Your Petitioner being unable to file the usual Military Affidavit prays this Honorable Court to appoint counsel to represent the said James H. Kantner in these proceedings to protect whatever rights he may have in the mortgaged premises mentioned in these proceedings.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage - Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 22nd. day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared Edward J. Brannan, Petitioner in the aforegoing Proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

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LIBER 137 PAGE 259

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (Equity)
	*	
James H. Kantner and Pauline L. Kantner, his wife	*	Docket No. _____, Folio _____ Case NO. 14,712

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

ORDER

Upon the foregoing Petition and Affidavit, it is this 8th day of ~~November,~~ Dec 1961,

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, that Julian B Stevens Jr be and he is hereby appointed to act as counsel for the said James H. Kantner for the purpose of protecting whatever rights he may have in the mortgaged premises mentioned in these proceedings.

Matthew S. Evans
Judge.

FILED

1961 DEC -8 PM 2:59

9

Judicial 13—Maryland—Mortgagee's or Atto... Bond (1-55)

LIBER 137 PAGE 260

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 11 PAGE 196

Edward J. Brannan, Attorney named in the Mortgage

vs

James H. Kantner and Pauline L. Kantner, his wife

Docket No 20 - Folio 65
Case No 14,712

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan
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 Twelve Thousand and 00/100---------- Dollars ($12,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 29th day of December, 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 James H. Kantner and Pauline L. Kantner, his wife to Leeds Federal Savings and Loan Association bearing date the 20th day of December, 19 60 and recorded among the Land Records of Anne Arundel County in Liber No. GTC1447 Folio 66 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 Charles E. Shelds

Charles E. Shelds, Attorney-in-fact

Bond approved this 8 day of January, 1962

George T. Cromwell, Clerk

Witness to Surety

FILED
1962 JAN -8 AM 10:47

10

LIBER 137 PAGE 261

EDWARD J. BRANNAN Attorney Nemed in Mortgage ve. JAMES H. KANTNER end PAULINE L. KANTNER his wife	•	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 14,712 EQUITY

• • • • •

ANSWER

The enewer of Julien B. Stevens, Jr., Attorney for the Defendente in this cause, reepectfully shows:

1. That he was appointed by thie honorable Court on the 8th dey of December, 1961, to represent the seid defendante, and was edvised of hie eppointment by the said petitioner on the 29th day of December, 1961.

2. That immediately thereafter on the 29th day of Dedember, 1961, he edvised the defendante, James H. Kantner end Pauline L. Kentner, hie wife, of theee proceedinge by certified letter, return receipt requested, and also by regular mail deted December 29, 1961, copiee of the letters being attached hereto, and he further says thet he hes received the return receipte as evidenced by their filing herewith.

3. That the defendent, Pauline L. Kentner, has replied to eeid letter as evidenced by her letter filed herewith, and she consente to said eale in satisfaction of the mortgege debt.

4. Thet the defendent, Jamee H. Kantner, has not enewered the eforeseid letter nor hes hie attorney had any communication with him whetsoever.

5. Thet the defendents neither edmit nor deny the ellegetione of the petition for foreclosure and they submit their rights to the decision of this honoreble Court.

And as in duty bound, etc.

FILED
1962 JAN 15 PM 1:57

Julian B. Stevens, Jr.
Attorney for Defendants
140 South Street
Annapolis, Maryland
COlonial 8-1852

I HEREBY CERTIFY that on this 15 day of January, 1962, I mailed a copy of the aforegoing answer to Edward J. Brannan, Esquire, 541 Equitable Bldg., Baltimore, Maryland.

Julian B. Stevens, Jr.

Dear Sir,

You have my permission to sell the property purchased by me and my husband to satisfy the mortgage debt.

Mrs. James Kantner

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE — AVOID PAYMENT OF POSTAGE, $300

READING JAN 3 1962 8 PM

POSTMARK OF DELIVERING OFFICE

FIGHT— INFANTILE PARALYSIS MARCH OF DIMES

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER
	Julian B. Stevens, Jr.
CERTIFIED NO. 781697	STREET AND NO. OR P. O. BOX Box 174
INSURED NO.	CITY ZONE AND STATE ANNAPOLIS, MD.

POD Form 3811 Jan. 1959

CSD—16—71844-4

#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)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	ADDRESS WHERE DELIVERED (only if requested in item #1)
5 Jan 62	

CSD—16—71845-4

FILED

1962 JAN 15 PM 1:58

12

13

EDWARD J. BRANNAN, Solicitor
541 Equitable Building

Mortgage Sale

OF DESIRABLE LEASEHOLD PROPERTY

KNOWN AS
407 Arbor Drive (Arbordale)
Glen Burnie Anne Arundel County

by virtue of and pursuant to the power of sale contained in the mortgage from James H. Kantner and Pauline L. Kantner, his wife, to the Leeds Federal Savings and Loan Association, dated December 20, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1447, folio 66 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, Jan. 15, 1962
at 2 O'Clock P. M.

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

Lot numbered twenty-two (22) as shown on the Amended Plat of Arbordale, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 60. The improvements thereon being known as 407 Arbor Drive, Glen Burnie.

The aforesaid lot of ground is improved with a One Story (1) (½ Brick-Veneer Front) containing six (6) rooms one and one-half (1½) baths, gas forced air heat, subject to the payment of an annual ground rent of $120.00.

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

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

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage,
E. T. NEWELL & CO., INC.,
Auctioneers J-11

No. 4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 263

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1962

We hereby certify, that the annexed

Mortgage Sale

14,712

James H. Kantner

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 21st day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
JAN 15 PM 3:13

By Hazel Tilghman

LIBER 137 PAGE 264

Edward J. Brannan
Attorney Named in Mortgage

vs.

James H. Kantner and
Pauline L. Kantner, his wife

* IN THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
* (Equity)
* Docket No. 20 - Folio No. 65
* Case No. 14,712

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

CERTIFICATION

The undersigned Auctioneer hereby Certifies that on this 8th day of January, 1962, he sold at public auction, for the highest price obtainable, to Leeds Federal Savings and Loan Association, the following described leasehold property:

Lot numbered twenty-two (22) as shown on the Amended Plat of Arbordale, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 60. The improvements thereon being known as 407 Arbor Drive, Glen Burnie, at and for the price of TEN THOUSAND DOLLARS ($10,000.00) .-

As Witness the corporate seal of the said Auctioneer and the signature of its President.

Witness:

Betty Y. Ruschke Edward J. Brannan, 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 TEN THOUSAND DOLLARS ($10,000.00) - - - - - - - - - - - - - - - - .

Witness the hands and seals of the said Purchasers.

LEEDS FEDERAL SAVINGS & LOAN ASSOCIATION

BY: Edward J. Brannan (SEAL)
Edward J. Brannan, Atty.

Marguerite E. Wolf (SEAL)

FILED
1962 JAN 17 AM 11:58

15

LIBER 137 PAGE 265

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY (Equity)
vs.	*	Docket No. 20 - Folio No. 65
James H. Kantner and Pauline L. Kantner, his wife	*	Case No. 14, 712

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

Report of Sale

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated December 20, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1447, folio 66 etc., from James H. Kantner and Pauline L. Kantner, 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 15th day of January, 1962, at 2 O'Clock P.M., attend on the premises and then and there sold the Leasehold Property, subject to annual groundrent of $120.00, mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Leeds Federal Savings and Loan Association, at and for the sum of Ten Thousand Dollars ($10,000.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

FILED

1962 JAN 17 AM 11:58

16

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 137 PAGE 266

I HEREBY CERTIFY, That on this 16th day of January, 1962, 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 fort and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf, Notary Public.

EDWARD J. BRANNAN, Solicitor
541 Equitable Building

Mortgage Sale

OF DESIRABLE LEASEHOLD PROPERTY

KNOWN AS
407 Arbor Drive (Arbordale)
Glen Burnie Anne Arundel County

by virtue of and pursuant to the power of sale contained in the mortgage from James H. Kantner and Pauline L. Kantner, his wife, to the Leeds Federal Savings and Loan Association, dated December 20, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1447, folio 66 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, Jan. 15, 1962 at 2 O'Clock P. M.

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

Lot numbered twenty-two (22) as shown on the Amended Plat of Arbordale, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 60. The improvements thereon being known as 407 Arbor Drive, Glen Burnie.

The aforesaid lot of ground is improved with a One Story (1) (½ Brick-Veneer Front) containing six (6) rooms one and one-half (1½) baths, gas forced air heat, subject to the payment of an annual ground rent of $120.00.

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

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

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage,
E. T. NEWELL & CO., INC.,
Auctioneers J-11

ORDER NISI

LIBER 137 PAGE 267

Edward J. Brannan

Attorney named in Mortgage

versus

James H. Kantner and

Pauline L. Kantner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,712 Equity

Ordered, this 17th day of January, 1962, 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 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.

The report states that the amount of sale was $ 10,000.00

George T. Crommelin Clerk.

True Copy,

TEST: Clerk.

EDWARD J. BRANNAN, Atty. MD. GAZETTE (For January 25th Edition)

(Final Order)

Edward J. Brannan

Attorney named in Mortgage

versus

James H. Kantner and

Pauline L. Kantner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of February, 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 FEB 27 PM 2:54

18

LIBER 137 PAGE 268

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,712 Equity
EDWARD J. BRANNAN
Attorney named in Mortgage
VERSUS
JAMES H. KANTNER and PAULINE L. KANTNER, his wife

Ordered, this 17th day of January, 1962, 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 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.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
F-15

FILED 1962 FEB 21 PM 3:56

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,712

James H. Kantner

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 February, 1962. The first insertion being made the 25th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 25177

19

LIBER 137 PAGE 269

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
James H. Kantner
and
Pauline L. Kantner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,712 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, Maryland Rules of Procedure.

All of which is respectfully submitted.

Dora R. Fickling
Auditor.

March 22, 1963

FILED
1962 MAR 23 PM 1:12

Dr. in ac.

Edward J. Brannan, Attorney named in Mortgage vs. James H. Kantner and Pauline L. Kantner, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	332	25	532	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	50		
Auditor - stating this account	22	50	80	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
The Sun - advertising sale	30	40		
U.S. Fidelity & Guaranty Co.-bond premium	48	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
Marguerits E. Wolf - notary fees	1	50		
Julian B. Stevens, Jr. - fee for legal services to defendants (Order 1/24/62)	50	00	232	90
To Attorney for Taxes, viz: 1962 State and County taxes - 15 days	9	28	9	28
To Attorney for Benefit Charges, viz: 1962 Water and Sewer Benefit Charges - 15 days	1	75	1	75
To Attorney for Ground Rent, viz: Semi-annual ground rent ($60.00) due 6/20/62 - 25 days	8	33	8	33
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,210	49	9,210	49
			10,075	00
Amount of mortgage claim filed	11,298	60		
Interest @ 6% on principal balance of $10,810.88 from 1/8/62 to 4/8/62 - 2 months	108	11		
	11,406	71		
Cr. Amount allowed above	9,210	49		
Balance subject to decree in personam	2,196	22		

21

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1962						
Jan.	15	Proceeds of Sale	10,000	00		
		Interest thereon to 3/1/62	75	00	10,075	00
					10,075	00

LIBER 137 PAGE 272

ORDER NISI

VERSUS

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

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 10 day of April, 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 APR 10 AM 10:06

George T. Cromwell
Clerk

23

LIBER 137 PAGE 273

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION 5405 York Road, Baltimore, Md. a body corporate	:	In the Circuit Court
vs.	:	of Anne Arundel County
WARREN C. HURST, SR., and ROSALYN G. HURST, his wife 8122 Holly Road, Anne Arundel Co. Clearwater Beach, Maryland	:	Docket 20 Folio 81 Case No. 14,743

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents

THAT on the first day of August, 1960, the Defendants executed and delivered to Weaver Bros. Inc. of Maryland, a mortgage which was thereafter recorded among the Land Records of Anne Arundel County on August 3, 1960, in Liber G.T.C. No. 1412, Folio 164, etc., upon certain fee simple property in Anne Arundel County therein described and known as No. 8122 Holly Road, Clearwater Beach, to secure the payment of a mortgage of $8,700.00 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 Midstate Federal Savings and Loan Association, its successors and assigns, by assignment dated August 1, 1960, and recorded among the Land Records of Anne Arundel County on August 1, 1960, in Liber G.T.C. No. 1412, Folio 165, 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 DEC 18 AM 10:43

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

George V. Parkhurst
1214 Munsey Building
Baltimore 2, Maryland
Lexington 9-1845
Attorney for Plaintiff

SHA-149

LIBER 137 PAGE 275

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

BOOK 1412 PAGE 164

MORTGAGE

No. 14,743 Equity

THIS MORTGAGE, Made this first day of August, A. D. 19 60, by Purchase Money and between

Warren C. Hurst, Sr. and Rosalyn G. Hurst, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

Weaver Bros. Inc. of Maryland

a corporation organized and existing under the laws of the State of , hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Eight Thousand Seven Hundred Dollars ($ 8,700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five & Three-Fourths per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Weaver Bros. Inc. of Maryland, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-One and 16/100 Dollars ($ 61.16), commencing on the first day of October, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1980. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEING known and designated as Lots No. 158 and 159 as shown on the Plat No. 1 of Clearwater Beach which Plat was filed among the Land Records of Anne Arundel County in Plat Book H.M.B. No. 1 folio 53.

The Plat of Clearwater Beach was amended and said amended Plat was recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1 folio 44.

The Plat of Clearwater Beach Plat No. 1 is now recorded among the Plat Records of Anne Arundel County in Plat Book 2 folio 4.

The improvements thereon being known as No. 8122 Holly Road, Clearwater Beach.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Cecil L. Barnes and wife to the Mortgagors herein, in fee simple.

Petitioner's Exhibit No. 1

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

1961 DEC 18

3

For value received and without recourse, Weaver Bros. Inc. of Maryland hereby assigns the within and aforegoing mortgage and the mortgage debt secured thereby unto Midstate Federal Savings and Loan Association.

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock, its Vice-President, and its corporate seal hereunto affixed this first day of August, 1960.

Attest:
Fritzi Paglia

WEAVER BROS. INC. OF MARYLAND
By Roy E. Paddock
Roy E. Paddock, Vice-President

Recorded Aug. 3, 1960 at 12:11 P.M.

The Electric Range and Storm Doors are specifically made subject to this mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 90 day time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

Witness:

Norma F. Wills
NORMA F. WILLS

Warren C. Hurst [SEAL]
Warren C. Hurst, Sr.

Rosalyn G. Hurst [SEAL]
Rosalyn G. Hurst

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City, to wit: BOOK 1412 PAGE 168

I HEREBY CERTIFY, That on this the first day of August, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Warren C. Hurst, Sr. and Rosalyn G. Hurst, his wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that executed the same for the purpose therein contained.

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

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

My commission expires: 13W

NORMA F. WILLS NOTARY PUBLIC BALTIMORE, MD.

Norma F. Wills
Notary Public.

NORMA F. WILLS, NOTARY PUBLIC
BALTIMORE CITY, MARYLAND
MY COMMISSION EXPIRES MAY 1, 1961

Rec'd for record Aug. 3, 1960 at 12:11 P.M.
Mailed to George V. Parkhurst

Mr. Clerk: Please Index in CHATTEL RECORD 2

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

STATE OF MARYLAND
Loan No.

MORTGAGE

Warren C. Hurst, Sr. and wife to Weaver Bros. Inc. of Md. Mort. assigned to Midstate Federal Savings & Loan Assn.

Received for Record 1960 AUG -3 PM 12:11 o'clock M. Same day recorded in Liber No. 1412 folio 164 and Records of Anne Arundel County, Clerk.

Received for Record 1960 AUG -3 PM 12:11 o'clock M. Same day recorded in Liber No. 1412 folio 165 and Records of Anne Arundel County, Clerk.

Cost of Records $ 1.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
RECORDED IN LIBER GTC
NO. 1412 FOLIO 164
GEO. T. CROMWELL CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
RECORDED IN LIBER GTC
NO. 1412 FOLIO 165
GEO. T. CROMWELL CLERK

Insured under section 203 of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated as amended

FEDERAL HOUSING COMMISSIONER
By Authorized Agent.

MAIL TO V. Parkhurst

GEORGE V. PARKHURST
ATTORNEY AT LAW
1214 MUNSEY BUILDING
S. E. COR. OF CALVERT AND FAYETTE STREETS
BALTIMORE 2, MD.

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION 5405 York Road, Baltimore 12, Md., a body corporate	:	In the Circuit Court of
vs.	:	Anne Arundel County
WARREN C. HURST, SR., and ROSALYN G. HURST, his wife 8122 Holly Road, Anne Arundel County Clearwater Beach, Maryland	:	Docket 20 Folio 81 Case No. 14,743

STATEMENT OF MORTGAGE DEBT

Principal amount of loan	$ 8,700.00
Paid on account of principal	239.93
Balance due on principal	$ 8,460.07 ✓
Interest from September 1, 1961, to December 1, 1961, @ $40.34	121.02
	$ 8,581.09
Less credit in expense account	- 41.09
Amount of mortgage claim due and unpaid	$ 8,540.00 ✓

Interest charge per day $1.35 ✓

1961 taxes paid 3/9/61 $105.80 ✓

Water benefit, Anne Arundel County, paid 5/23/61 $17.99 ✓

F.H.A. insurance premium paid 8/14/61 $42.96 ✓

Fire insurance premium paid 8/23/61 $27.15

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Edward J. Baney
Edward J. Baney, President

State of Maryland :
Baltimore City :

I HEREBY CERTIFY that on this 14th day of December, 1961, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Edward J. Baney, President of Midstate Federal Savings and Loan Association, 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.

NORMA F. WILLS NOTARY PUBLIC BALTIMORE, MD.

Norma F. Wills
Notary Public

NORMA F. WILLS, NOTARY PUBLIC
BALTIMORE CITY, MARYLAND
MY COMMISSION EXPIRES MAY 8, 1963

1961 DEC 18 AM 10:43

LIBER 137 PAGE 280

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

No. 14,743 Equity

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION
5405 York Road, Baltimore, Md.
a body corporate

vs.

WARREN C. HURST, SR., and ROSALYN G. HURST, his wife
8122 Holly Road, Anne Arundel County
Clearwater Beach, Maryland

IN THE

CIRCUIT COURT

OF
Anne Arundel County
~~BALTIMORE CITY~~

Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Edward J. Baney, President of Midstate Federal Savings and Loan Association,

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

(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.

Edward J. Baney

Edward J. Baney *Affiant.*

Subscribed and sworn to before me this 14th day of December 19 61

Norma F. Wills

Notary Public

NORMA F. WILLS, NOTARY PUBLIC
BALTIMORE CITY, MARYLAND
MY COMMISSION EXPIRES MAY 6, 1963

NORMA F. WILLS NOTARY PUBLIC BALTIMORE, MD.

FILED
1961 DEC 18 AM 10:43

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LIBER 137 PAGE 281

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION 5405 York Road, Baltimore, Md. a body corporate	:	In the Circuit Court of
vs.	:	Anne Arundel County
WARREN C. HURST, SR., and ROSALYN G. HURST, his wife 8122 Holly Road, Anne Arundel Co. Clearwater Beach, Maryland	:	Docket 20 Folio 81 Case No. 14,743

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 Courtread and considered:

It is, Thereupon, this 18th day of December, 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 $9,000.00 conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be 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 after any such sale or sales, the said Trustee shall return to

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1961 DEC 19 AM 10:13

9

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.

Matthew S. Evans

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LIBER 137 PAGE 283 OFFICE OF 743

Trustee's Sale

Of Valuable Fee Simple Dwelling Property

8122 Holly Road
Clearwater Beach

No. 8122 Holly Road, Clearwater Beach, Third Election District, Anne Arundel County.

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County passed on December 19, 1961, in the case entitled Midstate Federal Savings and Loan Association versus Warren C. Hurst, Sr., and Rosalyn G. Hurst, his wife (decree for the sale of mortgaged premises) Case No. 14743, the undersigned Trustee will sell at Public Auction on the premises

On Wed., Jan. 31, 1962 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 Lots No. 158 and 159 as shown on the Plat No. 1 of Clearwater Beach which Plat was filed among the Land Records of Anne Arundel County in Plat Book H.M.B. No. 1 folio 53.

The Plat of Clearwater Beach was amended and said amended Plat was recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1 folio 44.

The Plat of Clearwater Beach Plat No. 1 is now recorded among the Plat Records of Anne Arundel County in Plat Book 2 folio 4.

The improvements thereon being known as No. 8122 Holly Road.

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

IN FEE SIMPLE

The improvements consist of a one-story frame detached dwelling.

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

TERMS OF SALE: Cash deposit of 10 percent of the purchase price will be required of the purchaser at the time and place of sale; balance of purchase upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6 percent 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

J-25

No. 11

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed

Trustee's Sale

Warren C. Hurst, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of January, 1962. The first insertion being made the 4th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
JAN 29 PM 2:53

By Hazel Tilghman

Bond no. 75 39 946

Fidelity and Deposit Company

LIBER 137 PAGE 284

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 11 PAGE 221

No 14,743 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, George V. Parkhurst, 1214 Munsey Bldg., Baltimore 2, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 ($9,000.00) - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of January in the year of our Lord one thousand nine hundred and sixty-two.

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

mentioned in the proceedings in the case of Midstate Federal Savings and Loan Association

VS:

Warren C. Hurst, Sr. and Rosalyn G. Hurst, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George V. Parkhurst

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

Signed, sealed and delivered in the presence of:

George V. Parkhurst (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By James R. Cole
James R. Cole *Attorney-in-Fact*

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

FILED

1962 JAN 30 AM 11:18

Bond approved this 30th day of January, 1962

George T. Bromwell, Clerk

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LIBER 137 PAGE 285

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION 5405 York Road, Baltimore, Md. a body corporate	:	In the Circuit Court
vs.	:	of Anne Arundel County
WARREN C. HURST, SR., and ROSALYN G. HURST, his wife 8122 Holly Road, Anne Arundel Co. Clearwater Beach, Md.	:	Docket 20 Folio 81 Case No. 14,743

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 fee simple property 8122 Holly Road, Clearwater Beach, Maryland, in the proceedings in said cause mentioned respectfully shows that, after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, 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 Wednesday, January 31, 1962, at 2:00 P.M., attend on the premises and then and there sold said premises to Midstate Federal Savings and Loan Association at and for the price of Eight Thousand Dollars ($8,000.00), that being the most money that could be obtained for the premises.

George V. Parkhurst, Trustee

State of Maryland,
City of Baltimore, to-wit:

I HEREBY CERTIFY that on this 31st day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City 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.

NORM WILLS NOTARY PUBLIC BALTIMORE, MD.

Norma F. Wills
Notary Public

NORMA F. WILLS, NOTARY PUBLIC
BALTIMORE [illegible]
MY COMMISSION [illegible]

1962 FEB -7 AM 11:17

13

ORDER NISI

LIBER 137 PAGE 286

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WARREN C. HURST, SR., and ROSALYN G. HURST, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,743 Equity

Ordered, this 7th day of February, 1962, 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 19th 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 19th day of March next.

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

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

GEORGE V. PARKHURST, Atty. Md. Gazette (For February 15th Edition)

(Final Order)

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WARREN C. HURST, SR., and ROSALYN G. HURST, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20 day of March, 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.

J. Barnes Duckett

JUDGE.

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1962 MAR 20 PM 12:04

14

LIBER 137 PAGE 287

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. 14,743 Equity

Midstate Federal Savings and Loan Association, a body corporate

versus

WARREN C. HURST, SR., and ROSALYN G. HURST, his wife

Ordered, this 7th day of February, 1962, 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 19th 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 19th day of March next.

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,743

Warren C. Hurst, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of March, 1962. The first insertion being made the 15th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 32544 1962 MAR 15 PM 4:17 By Hazel Tilghman

15

LIBER 137 PAGE 288

MIDSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION 5405 York Road Baltimore 12, Maryland, a body corporate	:	In the Circuit Court of
vs.	:	Anne Arundel County
WARREN C. HURST, SR., and ROSALYN G. HURST, his wife 8122 Holly Road, Anne Arundel Co. Clearwater Beach, Maryland	:	Docket 20 Folio 81 Case No. 14,743

AFFIDAVIT BY PURCHASER
REQUIRED BY
MARYLAND RULES OF PROCEDURE, BR6,b3

State of Maryland,
Baltimore City, to-wit:

I HEREBY CERTIFY that, on this 19th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared EDWARD J. BANEY, President of Midstate Federal Savings and Loan Association, and made oath in due form of law as follows:

(1) That Midstate Federal Savings and Loan Association is not acting as agent for anyone in connection with the purchase by it of the property which is the subject of this sale;

(2) That Midstate Federal Savings and Loan Association is the sole principal purchaser and that there are no others interested as principals;

(3) That neither he nor Midstate Federal Savings and Loan Association has, directly or indirectly, discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Edward J. Baney, President
Midstate Federal Savings and Loan Association

Norma F. Wills
Notary Public

NORMA F. WILLS, NOTARY PUBLIC
BALTIMORE CITY, MARYLAND
MY COMMISSION EXPIRES MAY 6, 1963

NORMA F. WILLS NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 MAR 21 PM 3:26

16

In the Case of

Midstate Federal Savings and Loan Association, a body corporate

vs.

Warren C. Hurst, Sr., and Rosalyn G. Hurst, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,743 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, Maryland Rules of Procedure.

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

March 23, 1962

FILED
1962 MAR 23 PM 3:36

Dr. in ac.

Midstate Federal Savings and Loan Association, a body corporate, Vs.
Warren C. Hurst, Sr., and Rosalyn G. Hurst, 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	29	75		
Auditor - stating this account and three copies	27	00	66	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
The Sun - advertising sale	25	80		
Fidelity & Deposit Co. of Md. -bond premium	36	00		
E.T. Newell & Co., Inc. - auctioneer's fee	35	00		
Norman T. Owens - cost of winterizing property (Order 2/5/62)	17	50		
Norma F. Wills - notary fees	2	00	201	30
To Trustee for Taxes, viz:				
1962 State and County taxes ($105.42) - 1 month	8	79	8	79
To Trustee for Benefit Charges, viz:				
1962 Water and Sewer benefit charge ($17.74) - 1 month	1	51		
Metered water from 7/12/61 to 1/16/62, and turn-off charge	8	60	10	11
To Midstate Federal Savings and Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,529	70	7,529	70
			8,066	65
Amount of mortgage claim filed	8,540	00		
Interest @ 5-3/4% on principal balance of $8,460.07 from 12/1/61 to 4/9/62 - 130 days @ $1.35	175	50		
Payments made by mortgagee as follows:				
1961 State and County taxes paid 3/9/61	105	80		
1961 Water and Sewer Benefit Charges paid 5/23/61	17	99		
FHA Insurance premium paid 8/14/61	42	96		
Fire Insurance premium paid 8/23/61	27	15		
	8,909	40		
Cr. Amount allowed above	7,529	70		
~~Balance subject to decree in personam~~	1,379	70		
Cr. Payments by mortgagors	193	90		
Balance subject to decree in personam	1,185	80		

18

with George V. Parkhurst, Trustee Cr.

1962							
Jan.	31	Proceeds of Sale		8,000	00		
		Interest thereon to 3/20/62		66	65	8,066	65
						8,066	65

LIBER 137 PAGE 292

ORDER NISI

VERSUS

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

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 10th day of April, 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 APR 10 AM 10:06

George T. Cromwell, Clerk

LIBER 137 PAGE 419

WILLIAM HENRY HILLARY, divorced and unmarried Bent Nursing Home 800 South Reisterstown Road Pikesville Baltimore County, Maryland	*	NO. [illegible] EQUITY
ALICE JONES BLAKE 33 Calvert Street Annapolis, Maryland	*	IN
and	*	
BENJAMIN BLAKE, her husband	*	THE CIRCUIT COURT
ARTHUR JONES, unmarried 16 Mabelle Avenue Annapolis, Maryland	*	FOR
Complainants	*	ANNE ARUNDEL COUNTY
vs.	*	
MARY QUEEN HILLARY, also known as MARY QUEEN HILLERY, also known as MARY GREEN HILLARY, also known as MARY GREEN HILLERY, incompetent Riva Road, Davidsonville, Md.	*	
and	*	
ERNEST OWENS c/o Marbert Motors, Annapolis, Md.	*	
Respondents	*	
	*	

* * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of William Henry Hillary, divorced and unmarried, Alice Jones Blake and Benjamin Blake, her husband, and Arthur Jones, unmarried, by Marvin H. Anderson, their solicitor, respectfully shows unto Your Honors:

1. That George W. E. Hillery, also known as George W. E. Hillary, late of Anne Arundel County, Maryland, died on the thirtieth day of September, 1957, intestate, seized and possessed of two tracts of land in the First Election District of Anne Arundel County, Maryland, which are more particularly described

[illegible] 1958

as follows:

(a) All of that tract of unimproved land on the east side of Riva County Road said to contain 11.62 acres, more or less, as surveyed by Edward Hall, III, surveyor, in December, 1960, with a total frontage on said county road of 847.36 feet, more or less, and being all of the same property said to contain 9.6 acres, more or less, which was conveyed from Charles B. Carr and Annie R. Carr, his wife, to George W. E. Hillary by deed dated March 10, 1944, and recorded among the land records of Anne Arundel County, in Liber J.H.H. No. 301, folio 484, and being also all of the parcels of ground said to contain 2 acres, more or less, and 1-2/5 acres, more or less, respectively, which are secondly and thirdly described in and are all of the second and third parcels of ground, respectively, which were conveyed in a deed from George Matthews Hall and Jessie Lee Hall, his wife, to George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, dated July 28, 1943, and recorded among the said land records in Liber J.H.H. No. 290, folio 66, and which upon the subsequent death of the said Maggie Hillary vested in the said George W. E, Hillary, absolutely, as surviving tenant by the entirety. The said conveyance from Charles B. Carr and wife to George W. E. Hillary includes a part of the tract of ground said to contain 2 acres, more or less, which was firstly described in the said conveyance from George Matthews Hall and wife to the said George W. E. Hillary and Maggie Hillary, his wife.

(b) All of that tract, piece or parcel of ground, together with the improvements thereon, situate on the west side of the Riva County road said to contain 1.42 acres, more or less, as

surveyed by Edward Hall, III, surveyor, in December, 1960, with a frontage on said county road of 131.89 feet with an irregular depth therefrom, and being all of the same property said to contain 1.50 acres, more or less, which is firstly described in and is all of the first parcel of ground which was conveyed in a deed from George Matthews Hall and Jessie Lee Hall, his wife, to George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, dated July 28, 1943, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 290, folio 66, and which upon the subsequent death of the said Maggie Hillary vested in the said George W. E. Hillary, absolutely as surviving tenant by the entirety.

A certified copy of the said deed from George Matthews Hall and wife to the said George W. E. Hillary and wife, dated July 28, 1943, and recorded as aforesaid, in Liber J.H.H. No. 290, folio 66 is filed herewith as "Complainant's Exhibit A" and is prayed to be taken as a part hereof. A certified copy of the said deed from Charles B. Carr and wife to George W. E. Hillary, dated March 10, 1944, and recorded as aforesaid in Liber J.H.H. No. 301, Folio 484, is filed herewith as "Complainant's Exhibit B" and is prayed to be taken as a part hereof. A copy of the said plat of said properties made in December, 1960, by Edward Hall, III, Surveyor, is filed herewith as "Complainant's Exhibit C" and is prayed to be taken as a part hereof.

2. That the said George W. E. Hillery, also known as George W. E. Hillary, left surviving him as his only heirs at

law the following persons:

(a) His Widow, the Respondent, Mary Queen Hillary, also known as Mary Queen Hillery, also known as Mary Green Hillary, also known as Mary Green Hillery.

(b) His son, William Henry Hillary, also known as William Henry Hillery, one of the complainants.

(c) His granddaughter, Alice Jones Blake, one of the complainants herein, the daughter of Sarah Jones who was a daughter of the said George W. E. Hillery, also known as George W. E. Hillary, who predeceased the said George W. E. Hillery. The said Alice Jones Blake has since intermarried with Benjamin Blake, one of the complainants herein.

(d) His grandson, Arthur Jones, one of the complainants herein, the son of said Sarah Jones, the said Arthur Jones is unmarried.

3. That the said real estate cannot be divided in kind among the parties in interest without loss or injury to their respective interests, and a sale thereof is necessary and to the best interests and advantage of all of the parties.

4. That the County Commissioners of Anne Arundel County and Anne Arundel County Welfare Board has filed its claim against the estate of the said George W. E. Hillery in the total amount of $2,185.62 for old age assistance benefits rendered to said decedent in his lifetime, and the same is a valid claim against the said estate which has not been paid, and that the said George W. E. Hillery was possessed of no personal estate at the time of his death which was sufficient to discharge any part of said indebtedness. A certified copy of said claim is filed herewith as

"Complainant's Exhibit D" and is prayed to be taken as a part hereof.

5. That in addition to the said claim, that Marvin H. Anderson was appointed administrator of the estate of George W.E. Hillery, also known as George W. E. Hillary, on the 4th day of August, 1960; that he has given Notice to Creditors, filed Inventory of Real Estate, and filed a First Administration Account from which it will be seen that there are not sufficient funds with which to pay the creditors, the court costs, the direct inheritance tax and other costs of administration. A certified copy of said account is filed herewith as "Complainant's Exhibit E" and is prayed to be taken as a part hereof.

6. That the widow of the said George W. E. Hillery, also known as George W. E. Hillary, Mary Queen Hillery, also known as Mary Queen Hillary, also known as Mary Green Hillery, also known as Mary Green Hillary, has been adjudicated to be incompetent by reason of mental disability by this Honorable Court in a cause therein pending entitled, "In the Matter of Mary Green Hillery, Incompetent," Equity Case No. 14,494, and by the decree of this Honorable Court in said cause, Joseph Irving King was appointed trustee to take charge of and manage the property and income of the said incompetent widow and has qualified as such trustee in this Honorable Court. A certified copy of said decree marked "Complainant's Exhibit F" is filed herewith and is prayed to be taken as a part hereof.

7. That the complainants have entered into an agreement for themselves which has also been entered into by the said Joseph Irving King in his capacity as trustee appointed as aforesaid to take charge of and manage the property and income of the said incompetent widow, subject to ratification thereof by the Circuit

Court for Anne Arundel County, whereby the said vendors have agreed to convey to the respondent, Ernest Owens, all of the real estate hereinbefore described, of which the decedent, George W. E. Hillery, also known as George W. E, Hillary, died seized and possessed, and the said respondent, Ernest Owens, has agreed in said contract to purchase all of said property for the sum of $8,200.00, which your orators are advised and, therefore, aver is a fair and reasonable price and that it would be for the best interests and advantage of the incompetent widow, as well as your orators, that the said contract be ratified and confirmed. A duplicate original of said contract is filed herewith marked "Complainant's Exhibit G" and is prayed to be taken as a part hereof.

TO THE END, THEREFORE, YOUR ORATOR PRAYS:

(a) That a decree may be passed for the sale of the real estate described in said contract of sale.

(b) That the said contract of sale be ratified and confirmed by this Court and that Joseph Irving King be appointed trustee for the purpose of consummating the same and transferring all of the right, title, interest and estate therein of the said incompetent widow to the said purchaser in fee simple.

(c) That your orators may have such other and further relief as their case may require.

AND, AS IN DUTY BOUND, ETC.

Marvin H. Anderson
Solicitor for Complainants

LIBER 137 PAGE 291

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents		

* * * * * * * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants in this case by Marvin H. Anderson, their solicitor, respectfully shows unto Your Honors:

1. That Mary Queen Hillary, etc., a respondent in this cause, has been duly returned summoned, but having been adjudicated by this Honorable Court to be incompetent by reason of mental disability in a cause now pending in this Court known as No. 14,494 Equity, cannot answer and defend this suit for herself.

2. That Joseph Irving King was appointed in said Equity Cause, No. 14,494, by this Honorable Court, as Trustee to Take Charge of and manage the property and income of the said Incompetent Respondent and has qualified as such Trustee in this Honorable Court.

Your Petitioners, therefore, pray Your Honors to appoint a Guardian Ad Litem to appear and answer for said Incompetent Respondent.

AND, AS IN DUTY BOUND, etc.

Marvin H. Anderson
Solicitor for Complainants

FILED

1961 SEP 22 PM 2:50

LIBER 137 PAGE [illegible]

ORDER OF COURT

ORDERED this 25th day of September, in the year nineteen hundred and sixty one by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition that Joseph Irving King be and he is hereby appointed Guardian Ad Litem for Mary Queen Hillary, also known as Mary Green Hillary, the incompetent respondent in the above case, to appear and answer for said incompetent respondent, and leave is hereby given unto the Complainants in this cause to take testimony before one of the standing examiners in Equity of this Court for the purpose of substantiating the allegations oontained in the Bill of Complaint filed in this cause.

D. Bruce Dunbar
Judge

FILED

1961 SEP 25 PM 2:22

LIBER 137 PAGE 311

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	
	*	THE CIRCUIT COURT
vs.	*	
	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mary Queen Hillary, also known as Mary Green Hillary, one of the Respondents in this cause, by Joseph Irving King, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of William Henry Hillary and others, against her in this Court exhibited, respectfully shows:

The said Respondent, being incompetent, can neither admit nor deny any of the matters or things in said Bill alleged and submits her rights thereunder to the protection of this Court.

AND, AS IN DUTY BOUND, etc.

Joseph Irving King
Guardian Ad Litem

FILED

LIBER 137 FOLIO

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,161 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ernest Owens, one of the Respondents in this cause, to the Bill of Complaint against him and another, in this Court exhibited, respectfully shows unto Your Honors:

That the said Respondent admits all of the allegations contained in said Bill of Complaint in so far as the same is applicable to him and consents to the passage of a decree for the sale of the real estate therein mentioned in accordance with the provisions of the written contract of sale to which reference has been made therein.

/ Ernest Owens
Ernest Owens
Respondent

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1961 SEP 26 PM 2:03

LIBER 137 PAGE 301

WILLIAM HENRY HILLARY, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
MARY QUEEN HILLARY, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 14,561 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PLAINTIFFS

Ootober 30, 1961

Present:

Mr. Marvin H. Anderson, Solicitor for Plaintiffs

Mr. Emanuel Klawans, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Arthur Jones, pages 2 - 10

Edward C. Lee, pages 11 - 14

Charles F. Lee, pages 15 - 17

William Henry Hillary, pages 18 - 20

1961 NOV 27 [illegible]

(NOTICE TO PARTIES FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

Arthur Jones, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Tell us your full name and current address.

A. My name is Arthur Jones, 16 Mabelle Avenue, Annapolis, Maryland.

2. What is your occupation, Arthur?

A. I am a general helper at the U. S. Naval Radio Station.

3. What is your age?

A. 47.

4. What is your relationship to the decedent mentioned in this case, George W. E. Hillary?

A. My grandfather.

5. Now is George W. E. Hillary living or dead?

A. Dead.

6. When did he die?

A. The 30th of September, 1957.

7. And where did he die?

A. Emergency Hospital.

8. Here in Annapolis?

A. Yes.

9. Did he leave a will?

A. I really don't know sir.

10 As far as you know he did not?

A. As far as I know he didn't.

11. Did he own any real estate at the time of his death?

A. Yes, sir.

12. Now how many pieces, one or two?

A. Two.

13. Will you describe the first piece, tell us where it is?

A. It is on Riva Road and woodlands on the west of Riva Road. I guess you would call it east of Riva Road and the house land is on the west of Riva Road.

14. The second parcel is the house lot?

A. That's right.

15. And that is on the west of Riva Road?

A. Right.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

16. I show you examiner's exhibit 2 which is a plat dated December, 1960 made by Edward Hall, III, entitled the Hillary property. Are the two pieces shown outlined in red on this plat?

A. Yes, sir.

(DEED DATED MARCH 10, 1944 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

(DEED DATED JULY 28, 1943 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

17. Now is this all of the land which your grandfather owned at the time of his death?

A. As far as I know.

18. Can you describe the improvements, that is the house which is located on the second piece?

A. It was a four room house. It was an old house because he remodeled it, had electric put in. Since the fire I don't know how it is now. It did a little damage to it but I haven't been down there.

19. Have you seen the house recently?

A. No, sir, I haven't been down there for quite a while, about seven, eight or nine months since I been out that a way, maybe longer.

20. Has the estate of your grandfather, George W. E. Hillary, been administered upon in the Orphan's Court?

A. Yes, sir.

21. Who is the administrator?

A. You was, Mr. Anderson.

22. Were any claims filed against the estate that you know about?

A. I think he had a bill with the Welfare for two thousandand some dollars.

(ANNE ARUNDEL COUNTY WELFARE BOARD BILL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

(ADMINISTRATION ACCOUNT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

23. Now is Maggie Hillary the wife of George W. E. Hillary, who was named as one of the grantees in one of the deeds, now living?

A. No, sir, she is dead.

24. Do you know when she died?

A. Off hand I really don't, sir.

25. Did she die before George?

A. Before.

26. Wait a minute. Let me ask you a question. Did she die before George W. E. Hillary died or after he died?

A. Before he died.

27. Who were the heirs at law of your grandfather, George W. E. Hillary, when he died?

A. Who were the heirs?

28. Yes.

A. Well myself and my sister.

29. What is your sister's name?

A. Alice Jones Blake, and Arthur Benjamin Jones and his son.

30. What is his son's name?

A. William Henry Hillary.

31. Were there any other heirs?

A. Not as I knows of.

32. Well at the time that the died was your grandfather married?

A. Yes, sir.

33. What was the wife's name?

A. Mary Queen Hillary.

34. She is still living is she not?

A. Yes, sir.

35. What is her present condition mentally, as far as you know?

A. Well I don't know too much about her but I do understand that she has a mental condition.

(DECREE IN 14,494 EQUITY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

36. What in your opinion is the current fair market value of

your father's land?

A. Well I guess around $8,000.00.

37. Around $8,000.00?

A. Something like that.

38. What is the marital status of each of these heirs right now; let's take the widow first, Mary Queen Hillary, has she remarried since your grandfather died?

A. No, sir.

39. Areyou married?

A. No, sir.

40. Is your sister, Alice Jones Blake, married?

A. Yes, sir.

41. To whom is she married?

A. Benjamin Blake.

42. How abat your uncle, William Henry Hillary?

A. As far as I know I understand that he is divorced.

43. He is divorced?

A. That's what I understand.

44. Is your mother who is the daughter of George W. E. Hillary?

A. Yes, sir.

45. What was your mother's name?

A. Sara Hillary. Sara Beatrice Hillary was her full name before she got married.

46. And she is your mother and the mother of your sister, Alice Jones Blake?

A. Yes, sir.

47. When did she die?

A. The 10th day of April, 1946.

48. So that she died before your grandfather, George W. E. Hillary?

A. Yes, sir.

49. Are there any other heirs of your grandfather other than the ones you justmentioned?

A. Not as I knows of.

50. Have you and the other heirs agreed to sell this land that your grandfather died owning?

A. Yes.

51. To whom have you agreed to sell it?

A. Ernest Owens.

52. For what price?

A. $8,200.00.

53. Does this include both properties?

A. Yes, sir.

54 Do you and the other heirs desire the Court to ratify and approve this sale?

A. Yes, sir.

55. In your opinion is the price offered fair and reasonable?

A. I imagine so.

56. Have you and the other heirs entered into a written contract of sale with the purchaser, Ernest Owens, for this property? Have you all signed a written contract?

A. Yes, sir.

57. Now is this the contract right here?

A. Yes, that is my signature right down there.

(CONTRACT AND EXTENSION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

58. Can this property of your grandfather's be divided up among the heirs without loss or injury to the heirs?

A. I don't think so.

59. Why do you say that?

A. Well first you got a bill from the Welfare for two thousand and some dollars.

60. Any other reason, would the property bring more in your opinion if it were sold as one entire tract than if it were divided up and then sold?

A. I really don't know.

61. Does the property produce any income or money for the heirs or the incompetent widow at the present time?

A. No, sir.

62. Do you think it is in the best interest and advantage of the incompetent widow, Mary Queen Hillary, that this property be sold and the contract of sale in this case be ratified and approved by the Court?

A. I imagine so, yes sir.

63. Is Mrs. Hillary capable of managing that property in her present condition?

A. I wouldn't think so.

64. Why is that?

A. She has this mental condition. She is unable to do anything.

(Mr. Klawans)

1. At the time George W. E. Hillary died where was his home before his death?

A. Where was his home?

2. Was it in this County?

A. Yes, sir.

3. Anne Arundel County?

A. On Riva Road.

Anderson - We had a complete examination of title made and could find no will, no evidence of any will.

4. At the time that your grandfather, George W. E. Hillary, died was his wife living?

A. The last wife, Mary Queen Hillary, she is still living.

5. Which children of his were then living?

A. His son.

6. One son?

A. Yes.

7. What was his name?

A. William Henry Hillary.

8. Did he have any other children who died?

A. Not as I knows of. It was before my time.

(Mr. Anderson)

65. He did have one daughter who died, that was your mother, wasn't it?

A. She died in '46

66. He had no other children who died before he did?

A. My mother.

(Mr. KlawansO

9. After he died?

A. Before he died, the 10th day of April, 1946.

10. Who was your mother's children besides yourself?

A. My sister, Alice Jones Blake.

11. Did your mother have any other children besides your sister and yourself?

A. She had one who died years ago. She died small, died years ago.

12. Your mother had no other children than the three you have mentioned?

A. That's all.

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. . . . . .

Signature. . . . . .

Edward C. Lee, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Lee, would you tell us your full name and address?

A. Edward C. Lee, 37 Cornhill Street, Annapolis, Maryland.

2. What is your occupation?

A. Real Estate/

3. Now did you know the decedent in this case, George W. E. Hillary, personally?

A. No, I did not.

4. Do you know the real eatate or are you familiar with the real estate which he died owning?

A. Yes, I am.

5. Will you describe it for us briefly?

A. The real estate consists of two parcels of ground, one lying to the east and one to the west side of Riva Road in the First District of Anne Arundel County. The smaller tract consisting of one and forty two hundreds acres, improved by a small dwelling, a barn and a small outbuilding. The second tract is an unimproved tract of land consisting of 11 and sixty two hundreds acres of ground, fronting 847 feet on the east side of the Riva Road.

6. Is any of this property improved or is it all unimproved?

A. The smaller parcel is improved as I just stated.

7. What is the condition of these improvements at the present time?

A. The improvements are old, frame buildings which are more or less dilapidated, the dwelling having been damaged by fire some several years ago.

8. What is the condition of the large tract on the other side of the road at the present time?

A. That tract is a wooded parcel of land with no roads or access to any portion of it except that which fronts on the highway.

9. Are you familiar with the value of real estate in this section of the County?

A. Yes, sir, I am.

10. Have you ever had occasion to make appraisals of land in the First Election District of Anne Arundel County?

A. Yes, I have. I don't recall any particular one at the moment.

11. What in your opinion is the current fair market value of all this property at the present time?

A. The value of $8,200.00 as appears in the contract previously mentioned is I believe a fair value.

12. Prior to that contract did you have occasion to appraise this particular property for the purpose of real estate inventory in the Orphan's Court for Anne Arundel County?

A. Yes, sir.

13. Do you have with you a copy of that appraisal?

A. I do.

14. What value did you place on all this real estate at that time?

A. The parcel I valued at $3,025.00 and the second parcel at $7,673.00.

15. For a total of what?

A. I beg your pardon. The second parcel was $4648.00 for a total of $7,673.00.

16. So that your value at that time was slightly beneath the contract price?

A. That's correct.

17. Can the property in your opinion be divided in kind between the heirs in this case about which Arthur Jones previously testified?

A. No, it can not.

18. Why not?

A. Because of the nature of the two parcels involved there would not be any equitable way of dividing it among three heirs or four heirs.

19. What in your opinion is the best thing for the heirs to do with the property at the present time?

A. To sell it.

20. Do you feel that the contract made in this case by them and Ernest Owens is in the best interest of all the parties?

A. I do.

21. Why do you feel that?

A. I understand that there is no income being derived from the property and in order for anyone to benefit from either of the parcels it would be necessary for them to have some source of income for them to be able to pay the taxes even or to derive any benefit from it.

22. Now with respect to the incompetent widow in this case, Mary Queen Hillary, do you feel that the contract made by her Trustee, and the other heirs in this case is fair and reasonable so far as she is concerned?

A. Yes, I do.

23. Why do you say that?

A. I think that the price obtained for the property is a fair price and I presume the funds will be used to her benefit whereas if the property is not sold it will continue to deteriorate and perhaps be dissipated before she could derive any benefit from it.

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. . . . . .

3

Charles F. Lee, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Lee, will you please give your full name and current address and occupation?

A. Charles F. Lee, 53 College AVenue, Real estate.

2. Are you familiar with the real estate which the late George W. E. Hillary died owning?

A. Yes, I am.

3. Will you please describe it for us generally?

A. It consists of two parcels, one approximately 1 and a half acres improved by a delapidated dwelling, stable and a small outbuilding. The second tract unimproved, 11.62 acres of wooded land, approximately 847 feet on Riva Road.

4. Generally where are both of these properties situated?

A. On Riva Road, the First District of Anne Arundel County.

5. I am showing you Examiner's exhibit No. 2. Does this plat accurately depict this property shown outlined in red?

A. Yes, sir.

6. Are you familiar with the real estate values in this section of Anne Arundel County?

A. I am.

7. Have you had occasion in the past to make appraisals of real estate in the vicinity of this property?

A. Yes.

8. What in your opinion is the current fair market value of all the property about which you have just testified?

A. The first parcel with the dwelling, approximately 1 1/2 acres improved by the dwelling and outbuildings, I value at $3025.00. The second parcel umimproved 11.62 acres, I valued at approximately $400.00 an acre which is $4648.00. A total appraisal $7,673.00.

9. I believe this is the appraisal which you made for the estate in connection with the administration in the Orphan's Court for Anne Arundel County sometime ago?

A. That's right.

10. Do you have a copy of that appraisal with you now?

A. Yes.

(APPRAISAL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 9)

11. In your opinion can this property be divided in kind between the heirs of George W. E. Hillary mentioned by Arthur Jones in his testimony?

A. No.

12. Why do you say that, sir?

A. From what I understand there is an incompetent and I don't think any of them have enough cash to put it on the market and improve it to realize any more than its present value.

13. What do you think is the best thing for them to do with this property at the present time?

A. Well I think it would be to all their advantages to sell it.

14. Do you feel that the written contract made by them with Ernest Owens previously mentioned in this case, is fair and reasonable for all the heirs including the incompetent widow?

A. I do.

15. Why do you say that?

A. Because they could not sell it to any better advantage due to the lack of money to improve it, to realize any better price at the present time.

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. . . N.C. . . . . .

Signature. . . Chas. F. [illegible]

William Henry Hillary, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your full name and address?

A. William Henry Hillary, 25 Larkin Street, that's where I lives.

2. What is your relationship to the decedent mentioned in this case, George W. E. Hillary?

A. That's my daddy. He was.

3. Do you recall when your father died?

A. Do I recall where?

4. I say do you remember when your father died?

A. Yes, sir.

5. Do you know the date?

A. I don't know the date but it was like he say, '57 in September.

6. Now at the time of your father's death who were his heirs at law?

A. What does you mean, who was his heirs? You mean after the death of him?

7. Yes, name them please, just give their names.

A. His wife, Mary Queen Hillary, she is living and she is living yet.

8. She was married to him at the time of his death?

A. Yes, sir, long before he died.

9. Now in addition to his wife who were the children, what children did he have living?

A. Well he didn't have no one but me concerning the condition of what we are going about now.

10. Are you the only son?

A. I am the only son.

11. You were the only son living at the time of his death?

A. Yes, sir. I was the forerunner of him going to the Welfare and putting him through the Welfare so he could get money.

12. Did he ever have any other sons or daughters besides you?

A. Right here, his mother, Sara Beatrice Hillary. He only had two children.

13. He had two children and you were one of them?

A. Yes, sir.

14. And Sara Beatrice Jones was the other one?

A. That's right.

15. Is that correct?

A. That's right.

16. Is Sara Beatrice Jones living?

A. No, sir. She is dead.

17. Do you recall when she died?

A. When did she die?

18. Yes.

A. Well she died long before my Daddy did, but I don't know the record of it.

19. Whatchildren did she have before she died?

A. Arthur Jones and Alice. Those were the two she had.

20. Are these people the only heirs of your grandfather, George W. E. Hillary?

A. Yes, sir.

21. Did your grandfather, George W. E. Hillary, leave a will?

A. Did my father?

22. Yes, did your father leave a will?

A. No, he didn't left no will at all.

23. Is there anything else you want to say in reference to this matter?

A. No, sir. I don't have anything to say at all because I haven't long come from the convalescent home you see, and the paper was sent up there for me to sign and I have came here and signed it. That's let's me out as far as I know anything about the condition of the property.

(Mr. Klawans)

1. You are satisfied with the sale, aren't you?

A. Yes, sir, Ithink it is the best thing we could do sothe children could get their money because they don't want to be growing up in the wilderness.

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 [illegible]

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 one day.

Witness my hand and seal this 17th day of November, 1961.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00

S.M. $20.00

October 17, 1961

Mr. Ernest Owens
c/o Marbert Motors
Annapolis, Maryland

Mr. Joseph Irving King
Trustee Appointed to take charge
of and manage the property and
income of Mary Green Hillery,
incompetent
Davidsonville,
Anne Arundel County, Maryland

Dear Sirs:

You are hereby advised and notified that on Monday, October 30, 1961, at 9:30 o'clock, A.M., testimony will be taken before Mr. Emanuel Klawans, one of the standing examiners, in Equity, of the Circuit Court for Anne Arundel County, for the purpose of substantiating the allegations contained in the Bill of Complaint which seeks the passage of a decree for the sale of certain real estate in the First Election District of Anne Arundel County, Maryland, of which George W. E. Hillery, also known as George W. E. Hillary, died seized and possessed, in accordance with the provisions of a certain written contract of sale whereby the vendors named therein have agreed to convey the same, in fee simple, to Ernest Owens. This equity case is identified as No. 14,561, Equity - In the Circuit Court for Anne Arundel County.

This testimony will be taken in the offices of the Court Stenographer on the Second Floor of the Anne Arundel County Courthouse, Church Circle, Annapolis, Maryland. Although your presence is not required at the taking of this testimony, each of you may, if either of you so desire, attend and testify yourselves. If either of you have witnesses, they may also attend and testify.

FILED 1961 NOV 17 PM 4:01

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson
Attorney for Complainants

MHA/s

CC: Mr. Edward Lee
Mr. Charles F. Lee

14,561 Eq. Hillary & Hillary Examiner's Exh. 1 E Klawans Examiner

33 P.S. to Messrs. Lee - It will be very much appreciated if both of you ... present and testify at the above-mentioned time. M.H.A.

#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)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 10/19/61

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C35—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Ernest Owens

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 10/19/61

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C35—16—71548-4 GPO

No. 452044

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Joseph Irving Fin

STREET AND NO.: Davidsonville

CITY AND STATE:

POSTMARK OR DATE

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

PDO Form 3800 Jul 1957 SEE OTHER SIDE

No. 452044

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Ernest Owens

STREET AND NO.: 40 Market Motors

CITY AND STATE: Annapolis

POSTMARK OR DATE

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☑ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

PDO Form 3800 Jul 1957 SEE OTHER SIDE

LIBER 137 PAGE 330

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1961 AUG 24 PM 1:03

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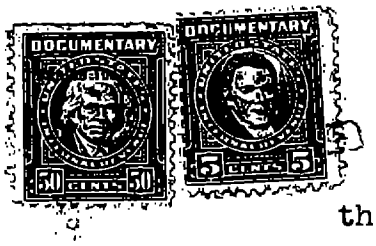
1961 APR 12 PM 3:20

COMPLAINANT'S EXHIBIT C

14,561 Eq
Hillary
Hillary

34 [illegible]

EXHIBIT C



LIBER 137 PAGE 331

This Deed made this 10th day of March in the year Nineteen hundred and forty-four, by and between CHARLES B. CARR and ANNIE R. CARR, his wife, parties of the first part and GEORGE W. E. HILLARY ~~[illegible]~~, party 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 ($10.00) and other good and valuable considerations, thereunto moving from the party of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, the said Charles B. Carr and Annie R. Carr, his wife, parties of the first part, do hereby bargain and sell and by these presents do grant and convey unto George W. E. Hillary ~~[illegible]~~ his heirs and assigns, forever in fee simple, all of that lot or parcel of land situate, lying and being in the First Election District of Anne Arundel County and described as follows, that is to say:

BEGINNING for the same in the center of the County Road leading from Davidsonville to Riva, which said beginning is the northwest corner of a lot of ground heretofore conveyed to Benjamin Brooks by Julius A. Marriott, by deed dated March 20, 1913 and recorded in Liber G.W. 96 folio 267, and running from thence according to a survey by J. Revell Carr, February 1944, leaving the said mentioned County Road and with the northern and eastern boundary lines of the said last mentioned conveyance, South 72 degrees 52 minutes East 240.0 feet, and South 24 degrees 54 minutes West 187.0 feet to intersect the northern boundary line of a 1.0 acre lot adjoining hereto on the south which was conveyed to Nicholas Stew-

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1961 NOV 17 PM 4:02

14561 Eq
Hillary & Hillary
35

art by the above mentioned Julius A. Marriott recorded in liber G.W. 96 folio 91, thence leaving the said mentioned conveyance to Benjamin Brooks, and running with part of the said mentioned northern boundary line of the said one acre lot conveyed as aforesaid to Nicholas Stewart as corrected for variation South 72 degrees 52 minutes East 160.4 feet to an iron pipe, thence leaving the said last mentioned conveyance and running with one of the westerly boundary lines and also with the northern boundary line of a 4.0 acre lot heretofore conveyed to the said mentioned Nicholas Stewart by the said Julius Marriott, recorded in liber G. W. 92 folio 2 as now corrected for variation, North 18 degrees 38 minutes East 50.0 feet to another iron pipe, thence South 71 degrees 30 minutes East 285.0 feet to the northeast corner of the said mentioned 4.0 acre lot, thence leaving the same and running with a line fence and binding on lines surveyed by Edward Hall, Jr., December 1943 and on the northwest side of the 10 acre conveyance (according to the said mentioned Edward Hall's description) from Julius Marriott to George W. E. Hillary as recorded in liber G.W. 86 folio 435 etc., North 16 degrees 55 minutes East 456.8 feet to a stone previously set as a corner boundary of said conveyance, which stone is the beginning stone of the conveyance from Julius Marriott to Henry Hillary by deed recorded in liber G.W. 96 folio 318 etc., now the property of George W. E. Hillary, thence with lines as now agreed upon by Charles B. Carr and George W. E. Hillary the following two courses and distances: North 16 degrees 55 minutes East 200 feet to a spike and North 41 degrees 30 minutes West 403 feet more or less, to a stone presiously set on the southeast side of the County Road hereinbefore referred to (which stone is South 44 degrees 22 minutes West 56.0 feet from a nail in the northwest side of a marked elm tree, claimed as a corner of the two acre con-

veyance to Henry Hillary hereinbefore referred to), thence North 24 degrees 30 minutes West 17.25 feet to a spike in the center of said County Road, thence, binding on the center line of same, the following three courses and distances South 45 degrees 07 minutes West 424.0 feet, South 55 degrees 46 minutes West 255.45 feet and South 27 degrees 28 minutes West 129.45 feet to the place of beginning. Containing 9.61 acres of land, more or less.

It being a part of the property which was granted and conveyed unto Charles B. Carr and wife by Julius A. Marriott by deed dated February 18, 1916 and recorded among the land record books of Anne Arundel County in Liber G.W. No. 121 folio 446.

Together with the buildings and improvements thereon erected made and being and all the rights, roads, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described land and premises to and unto the said George W. E. Hillary ~~and~~ his ~~and~~ heirs and assigns, forever in fee simple.

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

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

Charles B Carr (SEAL)
Charles B. Carr

Annie R Carr (SEAL)
Annie R. Carr

Witness:

Wilhelmina P. Hopkins

37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 10th day of March in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Charles B. Carr and Annie R. Carr, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

Wilhelmina P. Hopkins

Wilhelmina P. Hopkins, Notary Public.

FILED COMPLAINANT'S EXHIBIT B

1961 AUG 24 PM 1:03

3-21-44

TAXES 31 1944 TO DEC. 31 1944 HALTON

Deed.

Charles B. Carr and Annie R. Carr, his wife

to

George W. E. Hillary

9.61 acres of land, more or less, situate near Davidsonville, First District of Anne Arundel County, Md.

EUGENE P. CHILDS
Attorney-at-Law
ANNAPOLIS, MD.

ART PRESS, ANNAPOLIS

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold
Clerk

J.M.H. No. 200.

Liber 137 Folio

INT. REV. STAMP .55¢, MD. STATE STAMP .40¢,

THIS DEED made this 28th day of July in the year Nineteen hundred and forty-three by and between GEORGE MATTHEWS HALL and JESSIE LEE HALL, his wife, parties of the first part and GEORGE W. E. HILLARY and MAGGIE HILLARY, his wife, parties 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 ($10.00) and other good and valuable considerations thereunto moving from the parties of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain and sell and by these presents do grant and convey unto the said George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, all that lot, tract or parcel of land situate, lying and being in the First Election District of Anne Arundel County, and being described, as follows:

First: Beginning for the same at a point in the center of the County road leading from Davidsonville to Taylorsville where the same is intersected by the divisional line between the lands of George T. Bell and Charles E. Stockett and running thence with said divisional line North 67 degrees West for the distance of 550 feet to a stake there planted, thence North 56 degrees East for the distance of 455 feet to a stake; thence South 67 degrees East for the distance of 443 feet to the center of the aforementioned road; thence with the center of said road South 16 degrees 30 minutes West for the distance of 434 feet and 3/4 of a foot to the point of beginning. Said out for and containing 4.50 acres of land, more or less. And

Second: Beginning at the end of the third line of a 10 acre lot conveyed by Julius A. Marriott to George W.E. Hillary running thence 415 feet West 200 feet, thence North 26½ East 368 feet to the center of the County Road running from Davidsonville to Taylorsville, thence with said road 56 feet, thence leaving the road and running in a southeastern direction for a distance of 800 feet to intersect the line of a 12 acre lot laid out for George W. E. Hillary, thence North 73½ - West 335 feet to the beginning, containing 2 acres of land, more or less. And

Third: Beginning at a post on the southeast corner of the above second described lot running 128 feet southeast to a post thence 300 feet north to a post, thence 290 feet West to a post, thence 300 feet South to the point of beginning, containing 1-2/5 acres of land, more or less.

It being the identical property which was granted and conveyed unto the said George Matthews Hall by deed from Lucy S. Holliday dated the 15th day of April in the year 1935 and recorded among the land record books of Anne Arundel County in Liber F.A.M. No. 139 folio 240.

Together with the buildings and improvements thereon erected made or being and all of the roads, ways, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To have and To hold the above described land and premises to and unto the proper use and benefit of the said George W.E.Hillary and Maggie Hillary, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

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

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

Witness:

Clemence C. Burwell

GEORGE MATTHEWS HALL (SEAL)

JESSIE LEE HALL (SEAL)

LIBER 137 PAGE 336

J.n.n. No. 290.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 26 day of July in the year 1943, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George Matthews Hall and Jessie Lee Hall, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Clemence C. Burwell, Notary Public.

Recorded August 10, 1943, at 2:45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber J. H. H No. 290 folio 66 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 12th day of April A. D., 1961.

Clerk of the Circuit Court for Anne Arundel County

1961 NOV 17

LIBER 137 PAGE 337

FILED
SEP 2 1958
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

Annapolis, Maryland
August 26, 1958

Estate of: GEORGE W. E. HILLERY
Riva Road
Davidsonville, Maryland

To: County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937, (Special Session) $2,185.62

State of Maryland)
) To wit:
Anne Arundel County)

I, hereby, certify that on this 28th day of August, 1958, before me the subscriber, a Notary Public in and for Anne Arundel County, State of Maryland aforesaid, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and made affidavit to the correctness of the aforegoing bill.

Witness my hand and Notarial seal.

Virginia M. Conley, Notary Public
Virginia M. Conley

14,[illegible]
Hellerey Hellery
Examiner's Exhibit
[illegible]

FILED FILED COMPLAINANT'S EXHIBIT D

1961 AUG 24 PM 1:03 1961 APR 12 PM 3:20

LIBER 137 PAGE 3[illegible]

IN THE MATTER OF THE	*	NO. ADMINISTRATIONS
ESTATE OF GEORGE W. E.	*	IN
HILLERY, also known as	*	THE ORPHANS COURT
GEORGE W. E. HILLARY,	*	OF
DECEASED	*	ANNE ARUNDEL COUNTY

* * * * * *

FIRST ADMINISTRATION ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The First Administration Account of Marvin H. Anderson, Administrator of the Estate of George W. E. Hillery, also known as George W. E. Hillary, deceased, respectfully shows unto Your Honors

Your Accountant charges himself with the following assets:	NONE
Total Personal Estate	NONE

And craves allowance for the following claim:

Claim filed in said estate by Anne Arundel County Welfare Board for money paid to decedent	$ 2,185.62
Personal Estate Overpaid	2,185.62

In addition to the above overpayment, the following should also be considered.

A. Costs of administration of estate
B. Direct inheritance tax

In connection with the costs of administration of this estate and the direct inheritance tax (1%) while the personal estate is overpaid - that is, insufficient to pay the debts, there is real estate belonging to your accountant's decedent appraised as per Inventory as follows:

COMPLAINTED EXHIBIT E

FILED 1961 APR 12 PM 3:20

14,561 Eq
Hillary v Hillary
Examiner Exh. 6
E Clancy Examiner

1961 AUG 24 PM 1:03

1. Unimproved tract said to contain 11.62 acres, more or less, on east side of Riva County road, First Election District, Anne Arundel County, Maryland $ 4,648.00

2. Improved lot said to contain 1.42 acres, more or less, on west side of Riva county road in said district and county, viz:

Dwelling	$ 500.00	
Stable	1000.00	
Outbuilding	25.00	
Land	1500.00	
Total		3,025.00
Total appraisement		$ 7,673.00

Your accountant files the foregoing as his First Administration Account.

Respectfully submitted.

Marvin H. Anderson

Marvin H. Anderson
Administrator of the Estate of George W. E. Hillery, also known as George W. E. Killary, deceased

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of April, 1961, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared MARVIN H. ANDERSON, Administrator of the Estate of George W. E. HIllery, also known as George W. E. Hillary, deceased, and made oath in due form of law that the aforegoing First Administration Account is just and true as stated to the best of his information, knowledge, and belief, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, which, after examination, is passed by Order of the Orphans' Court.

AS WITNESS my hand and seal notarial.

My commission expires:

Maria B Stockett

Notary Public

Blackhurst

COMPLAINANTS' EXHIBIT F

LIBER 137 PAGE 348

IN THE MATTER OF	*	NO. 14,494 EQUITY
MARY GREEN HILLERY	*	IN THE CIRCUIT COURT
INCOMPETENT	*	FOR ANNE ARUNDEL COUNTY

* * * *

D E C R E E

This cause standing ready for hearing and the said Mary Green Hillery having been duly summoned and having failed to appear, the proceedings in this case were read and considered and it is thereupon this 7th day of August, 1961, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, sitting in Equity, that Mary Green Hillery be and she is hereby declared incompetent by reason of mental disability and that Joseph Irving King be and he is hereby appointed Trustee to take charge of and manage all of the property and income of the said Mary Green Hillery, real, personal, or mixed, under the jurisdiction of this Court, without bond.

And it is further ADJUDGED, ORDERED AND DECREED that the sale of the interest of the said Mary Green Hillery in and to any property in which she may have an interest is reserved for the further order of this Court.

Matthew S. Evans
Judge

TRUE COPY.

TEST: GEORGE T. CROMWELL, CLERK

BY: A Jankowski, DEPUTY

COMPLAINANTS' EXHIBIT F

14,561 Eq
Hillery v. Hillery
Examiner's Exh. 7
E/Adams, Examn.

To be returned to Andrews after recording as per request

COMPLAINANTS' EXHIBIT G LIBER 137 PAGE 341

THIS AGREEMENT, Made this 24th day of April nineteen hundred and sixty-one, between Mary Queen Hillary, widow and unmarried, William Henry Hillary, divorced and unmarried, Alice Jones Blake and Benjamin Blake, her husband, and Arthur Jones, Single, ~~XXXXXXXXXXXXXXXX~~ parties of the first part and Ernest Owens, party

of the second part.

WITNESSETH, that the parties of the first part do hereby bargain and sell unto the said part of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the First Election District of Anne Arundel County, Maryland, said to contain 1.42 acres, more or less, on the west side of Riva County Road, as surveyed in December, 1960, by Edward Hall, III, surveyor, and lying within the red lines on the attached plat made by Edward Hall, III, being all of the same property which is firstly described as containing 1.5 acres, more or less, in a deed from George Matthews Hall and wife to George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, dated July 28, 1943, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 290, folio 66, and which upon the subsequent death of the said Maggie Hillary vested in the said George W.E. Hillary absolutely as the surviving tenant by the entirety and which upon the death of the said George W. E. Hillary intestate on September 30, 1957, vested in his only heirs at law to wit: his widow, the said Mary Queen Hillary, his son, William Henry Hillary, and his grandchildren, Alice Jones Blake and Arthur Jones, the said Alice Jones Blake and Arthur Jones being the

14,561 Ernest Owens
Hillary Hillary

only children and lineal descendants who survived Sarah Hillary Jones, a daughter of the said George W. E. Hillary who predeceased the said George W. E. Hillary. **

At and for the price of Eighty-two hundred and no/100...Dollars of which Two hundred and no/100. . . . . .Dollars have been paid prior to the signing hereof and the balance to be paid as follows: Cash at the time of settlement, and settlement shall take place in the office of the County Solicitor, Court House, Annapolis, Maryland, within thirty days from the time all of the Vendors shall have signed these presents and at the time of settlement the Vendors do hereby affirmatively agree and covenant to pay unto Marvin H. Anderson, Administrator of the Estate of George W. E. Hillary, all of the court costs, commissions, costs of advertising, inheritance taxes, appraisers fees, and all other expenses incident to the administration of the said estate as are allowed in the first and final account therein which may be passed by the Orphans' Court of Anne Arundel County, the entire claim of the Anne Arundel County Welfare Board which has been filed in said estate in the amount of $2,185.62, the survey bill of Edward Hall, III, surveyor, in the amount of $495.00 for surveying all of the real estate owned by said George W. E. Hillary, the bill of Ernest Chaffon, attorney, for examination of title to said real estate in the amount of $125.00 and all unpaid state and county real estate taxes up to and including those levied for the year of 1960 against said property out of the proceeds of sale. In addition, each of the Vendors who now owes any money to the Anne Arundel County Welfare Board; County Commissioners of Anne Arundel County, and/or the State

**and also the following described property; All of that tract of unimproved land situate, lying, and being in the First Election

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District of Anne Arundel County in the State of Maryland on the east side of the Riva County Road said to contain 11.62 acres, more or less, as surveyed by Edward Hall, III, surveyor, in December, 1960, with a total frontage on said county road of 847.36 feet, more or less, and being all of the same property said to contain 9.6 acres, more or less, which was conveyed from Charles B. Carr and Annie R. Carr, his wife, to George W. E. Hillary by deed dated March 10, 1944, and recorded among the land records of Anne Arundel County, in Liber J.H.H. 301, folio 484, and being also all of the parcels of ground said to contain 2 acres, and 1-2/5 acres, more or less, more or less, respectively, which are secondly and thirdly described in and are all of the second and third parcels of ground, respectively, which were conveyed in a deed from George Matthews Hall and Jessie Lee Hall, his wife, to George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, dated July 28, 1943, and recorded among the said land records in Liber J.H.H. No. 290, folio 66, and which upon the subsequent death of the said Maggie Hillary vested in the said George W. E. Hillary, absolutely, as surviving tenant by the entirety. The said conveyance from Charles B. Carr and wife to George W. E. Hillary includes a part of the tract of ground said to contain 2 acres, more or less, which was firstly described in the said conveyance from George Matthews Hall and wife to the said George W. E. Hillary and Maggie Hillary, his wife; and also being the same property and secondly described and outlined in blue on the attached plat.

of Maryland or against whom any of said bodies has a claim or who is now receiving or has in the past received any money from any of said bodies which he or she has not repaid in full does by these presents agree and promise to pay over to Marvin H. Anderson as Attorney for such bodies so much of his or her proportionate share of the net proceeds of said sale price to which she or he is entitled at the time of settlement as is sufficient to discharge in full all of his or her respective indebtednesses to any of said bodies.

And upon payment as above of the unapid purchase money, a deed for the property shall be executed at the Vendee's expense by the Vendors which shall convey the property by a good and merchantable title except as hereinafter specified to the Vendee at the time of settlement. Title to be good and merchantable except use and occupancy restrictions of public record and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. It is hereby agreed by and between the Vendors and the Vendee that the mention in the foregoing description of the number of acres is for the purpose of indentification only, the property having been sold as an entire tract and not by the acre, and the Vendee shall not be entitled to an abatement of the purchase price if the acreage described is incorrect. The purchasers hereby affirmatively accept the survey, plat, and metes and bounds description of the said property which has been prepared in December, 1960, by Edward Hall, 3rd, surveyor, hereby waiving any and all defects and errors, if any, in said survey, plat, and description. The purchasers hereby further waive any and all title defects and objections, if any, which are or which may be present due to the absence of any recorded determination that the parties of the first part are the

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only heirs at law of the said George W. E. Hillary or because there may be other heirs, and affirmateively agree to accept a deed at settlement which is signed and acknowledged only by the parties of the first part or by their respective personal representatives if any of the parties of the first part are then deceased.

Taxes and all other public charges levied against the said property shall be adjusted to the date of settlement. The Vendors agree to pay the cost of one-half of the Federal and State documentary stamps which must bd placed on said deed at settlement, the remaining cost of said stamps to be paid for by the Vendees.

Time is the essence of this contract, and the parties of the first part do further agree and covenant to pay unto Charles F. Lee & Company, Inc., the real estate agent herein, as commissions for the sale of said tract of land, the sum of $ 692.00 out of the net proceeds of sale upon completion of settlement.

WITNESS the hands and seals of the Vendors and Vendees.

WITNESS:

(As to Mary Queen Hillary)

(As to Mary Queen Hillary)

(As to William Henry Hillary)

(As to Alice Jones Blake)

(As to Benjamin Blake)

(As to Arthur Jones)

(As to Joseph Irving King, Trustee, who executed this contract of sale on August 15, 1961, as the last person signing same)

_____ (SEAL)
Mary Queen Hillary

_____ (SEAL)
William Henry Hillary

_____ (SEAL)
Alice Jones Blake

_____ (SEAL)
Benjamin Blake

_____ (SEAL)
Arthur Jones, Single

_____ (SEAL)
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX Jones

_____ (SEAL)
Joseph Irving King, Trustee appointed to take charge of and manage the property and income of Mary Green Hillary (also known as Mary Queen Hillary), incompetent, pursuant to decree of the Circuit Court for Anne Arundel County passed in No. 14,494 Equity, for and on behalf of said incompetent

LIBER 137 PAGE 346

WITNESS:

E. Ethel Roe
(As to both Vendees)

APR 24 1961
My Commission Expires May 1, 1961

Ernest Owens (SEAL)
Ernest Owens

(SEAL)

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LIBER 137 PAGE 34

Annapolis, Maryland, August 15, 1961

For and in consideration of the additional sum of Twenty-five Dollars, the receipt of which is hereby acknowledged by the parties of the first part, it is hereby agreed by and between the parties of the first part and the party of the second part that the time for settlement under this contract is hereby extended until such time as the Circuit Court for Anne Arundel County shall ratify, confirm, and approve the same and shall decree that the land described in said contract be sold in accordance with the terms thereof, or until the said Court shall decline to pass a decree ratifying, confirming and approving the said contract and decreeing that the said property be sold in accordance with said contract. The parties of the first part hereby agree as a part of the consideration for this extension to immediately institute a suit in the Circuit Court for Anne Arundel County in an effort to obtain such a decree, but the parties of the first part shall not be under any obligation to perfect their title nor shall they be liable for any costs or damages incurred by the party of the second part in the event said ratification is not obtained. In all other respects, the aforesaid contract of sale is hereby ratified and confirmed.

WITNESS

Marvin H. Anderson
(As to Joseph Irving King)

J. Irving King (SEAL)
Joseph Irving King, Trustee
Appointed to take charge of and manage the property and income of Mary Green Hillery, incompetent, pursuant to decree of the Circuit Court for Anne Arundel County passed in # 14,494 Equity

Marvin H. Anderson
(As to William Henry Hillary)

William Henry Hillary (SEAL)
William Henry Hillary

14,561 Eq
Hillary v Hillary

Part of Examiner's Exh. 8 E/Cawery Examiner

PART OF COMPLAINANTS' EXHIBIT G

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Benjamin H. Anderson
(As to Alice Jones Blake)

Alice Jones Blake (SEAL)
Alice Jones Blake

(As to Benjamin Blake)

Benjamin Blake (SEAL)
Benjamin Blake

Benjamin H. Anderson
(As to Arthur Jones)

Arthur Jones (SEAL)
Arthur Jones, Single

Benjamin H. Anderson
(As to Ernest Owens)

Ernest Owens (SEAL)
Ernest Owens, Purchaser

L. All of that tract of unimproved land situate, lying, and being in the First Election District of Anne Arundel County in the State of Maryland on the east side of the Riva County Road said to contain 11.62 acres, more or less, as surveyed by Edward Hall, III, surveyor, in December, 1960, with a total frontage on said county road of 847.36 feet, more or less, and being all of the same property said to contain 9.6 acres, more or less, which was conveyed from Charles B. Carr and Annie R. Carr, his wife, to George W. E. Hillary by deed dated March 10, 1944, and recorded among the land records of Anne Arundel County, in Liber J.H.H. No. 301, folio 484, and being also all of the parcels of ground said to contain 2 acres, more or less, and 1-2/5 acres, more or less, respectively, which are secondly and thirdly described in and are all of the second and third parcels of ground, respectively, which were conveyed in a deed from George Matthews Hall and Jessie Lee Hall, his wife, to George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, dated July 28, 1943, and recorded among the said land records in Liber J.H.H. No. 290, folio 66, and which upon the subsequent death of the said Maggie Hillary vested in the said George W. E. Hillary, absolutely, as surviving tenant by the entirety. The said conveyance from Charles B. Carr and wife to George W. E. Hillary includes a part of the tract of ground said to contain 2 acres, more or less, which was firstly described in the said conveyance from George Matthews Hall and wife to the said George W. E. Hillary and Maggie Hillary, his wife. . . . . $ 4,648.00

R. All of that tract, piece or parcel of ground together with the improvements thereon situate, lying and being in the First Election District of Anne Arundel County in the State of Maryland on the west side of the Riva County Road said to contain 1.42 acres, more or less, as surveyed by Edward Hall, III, surveyor, in December, 1960, with a frontage on said county road of 131.89 feet with an irregular depth therefrom, and being all of the same property said to contain 1.50 acres, more or less, which is firstly described in and is all of the first parcel of ground which was conveyed in a deed from George Matthews Hall and Jessie Lee Hall, his wife, to George W. E. Hillary and Maggie Hillary, his wife, as tenants by the entireties, dated July 28, 1943, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 290, folio 66, and which upon the subsequent death of the said Maggie Hillary vested in the said George W. E. Hillary, absolutely as surviving tenant by the entirety, viz:

Dwelling	$ 500.00	
Stable	1,000.00	
Outbuilding	25.00	
Land	1,500.00	
Total		$ 3,025.00
Total Appraisement		$ 7,673.00

14,561 Eq
Hillary v. Hillary
Examiner's Exh 9
E Kleinwaus
Examiner

LIBER 137 PAGE 351

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents		

* * * * * * *

WAIVER AND SUBMISSION FOR IMMEDIATE DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, William Henry Hillary, Alice Jones Blake, Benjamin Blake, her husband, and Arthur Jones, by Marvin H. Anderson, their solicitor, hereby affirmatively waive the provisions of Maryland Rule 580, Section p, and submit the case to the Court for immediate decree without the taking of any further testimony.

Marvin H. Anderson
Solicitor for Complainants

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LIBER 137 PAGE 352

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents		

* * * * * * * * *

WAIVER AND SUBMISSION FOR IMMEDIATE DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, Ernest Owens, hereby affirmatively waives the provisions of Maryland Rule 580, Section p, and submits the case to the Court for immediate decree without the taking of any further testimony.

Ernest Owens
Ernest Owens, Respondent

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LIBER 137 PAGE 353

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * *

D E C R E E

This cause standing ready for hearing and having been submitted on Bill, Answers, and Testimony, and all the proceedings having been read and considered, and there having been filed in this case an agreement on behalf of all parties in interest for the immediate passage of a Decree and it appearing to the Court that the Bill of Complaint filed herein is that of William Henry Hillary and others, the son and grandchildren of George W. E. Hillery, also known as George W. E. Hillary, with the exception of Mary Queen Hillary, the widow of the said George W. E. Hillary, said widow having been adjudicated to be incompetent by reason of mental disability; and that the incompetent Respondent, Mary Queen Hillary, has been duly summoned, and has appeared in these proceedings and has answered by her Guardian Ad Litem and Trustee duly appointed by this Court; and it further appearing to the Court by the testimony from competent, discreet and responsible witnesses taken before the Examiner of this Court who state in their depositions, the value and quantity of the property and the facts and circumstances that it would be for the benefit and advantage of the said incompetent Respondent that a decree for the sale of the land and property described in these proœedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and

advantage of the incompetent Respondent herein that the property aforesaid be sold for the price and on the terms and conditions set out in the Agreement of Sale and Purchase between William Henry Hillary and others as sellers and Ernest Owens, as buyer, filed with the Bill of Complaint in this case, marked "Complainant's Exhibit G" and that the said property would not be susceptible of division in kind now or hereafter among those in title.

NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED this 20th day of November, 1961, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and deseribed in these proceedings aforesaid and described in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is further ADJUDGED, ORDERED AND DECREED that the aforesaid Agreement of Sale and Purchase dated April 24, 1961, made by and between William Henry Hillary and others, as sellers, and Ernest Owens, as purchaser, be and the same is hereby ratified, confirmed and approved; and that Marvin H. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchaser, Ernest Owens, and the said Marvin H. Anderson, upon payment of the whole purchase money mentioned in said agreement but not before, as Trustee aforesaid, shall by a good and sufficient deed to be executed and acknowledged by him as said Trustee, convey to the said Ernest Owens,his heirs and assigns, in fee simple, the aforesaid property and land, free, clear and discharged from all claims of all of the parties hereto, both complainants and respondents, and all persons claiming by, through, from, or under them or

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any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, 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 therefrom the court costs of these proceedings and also the court costs of the proceedings had in this Court in Equity Cause No. 14,330 and such fee and commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such trustee; and the said Marvin H. Anderson, Trustee as aforesaid, is hereby required to file in this Court a bond with surety in the penalty of Eighty-Two Hundred ($8,200.00) Dollars, conditioned for the faithful performance of his duties as such Trustee with surety or sureties to be approved by this Court or the Clerk thereof.

V. Bowie Cuthbert
Judge

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WILLIAM HENRY HILLARY, divorced and unmarried, et al	&	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * *** * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we Marvin H. Anderson of Annapolis, Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Law of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of Eighty-two Hundred ($8,200.00) 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, Administrators, Successors, or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of November in the year of our Lord one thousand and nine hundred and sixty-one.

WHEREAS, the above bounden Marvin H. Anderson was appointed Trustee by virtue of a Decree of the Honorable, the Judge of the Circuit Court of Anne Arundel County, dated November 20, 1961, to make sale of the property mentioned in the proceedings in the case of William Henry Hillary, etc., et al, Complainant vs. Mary Queen Hillary, etc., and another, Respondents, known as No. 14,561 Equity now pending in saidCourt.

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LIBER 11 PAGE 173

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin H. Anderson does and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future Decree or Order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marvin H. Anderson (SEAL)
Marvin H. Anderson

Signed, Sealed and delivered in the presence of

Edmund S. Coffin

NATIONAL SURETY CORPORATION

By Marvin H. Anderson

Bond approved this 21 day of November, 1961
George T. Cromwell, Clerk

ESI NOV 21 [illegible]

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WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * *

PETITION FOR SUPPLEMENTAL DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants, William Henry Hillary, divorced and unmarried, Alice Jones Blake and Benjamin Blake, her husband, and Arthur Jones, unmarried, by Marvin H. Anderson, their solicitor, respectfully shows unto Your Honors:

1. That in their Bill of Complaint heretofore filed in this cause your said Petitioners prayed that the Contract of Sale referred to therein be ratified and confirmed by this Court and that Joseph Irving King be appointed Trustee for the purpose of consummating the same and transferring all of the right, title, interest, and estate therein of the said incompetent widow to the purchaser of the real estate described in this cause in fee simple.

2. That in its final decree passed in this cause dated November 20, 1961, this Honorable Court has ratified, confirmed, and approved the said Contract of Sale on behalf of the said incompetent widow, Mary Queen Hillary, by appointing Marvin H. Anderson, the solicitor for the complainants, Trustee for the purpose of conveying the property in this proceedings described unto the purchaser, Ernest Owens.

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WHEREFORE, your Petitioners pray that this Honorable Court may pass a supplemental decree in the premises appointing the said Joseph Irving King, co-trustee with the said Marvin H. Anderson, for the purpose of conveying the said property to the said purchaser on the same terms and conditions which are contained in the said decree.

AND, AS IN DUTY BOUND, etc.

Marvin H. Anderson
Solicitor for Complainants
and Petitioners

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * *

SUPPLEMENTAL DECREE

Upon the foregoing Petition, it is, by the Circuit Court for Anne Arundel County, in Equity, this 18th day of January, 1962, ADJUDGED, ORDERED and DECREED that Marvin H. Anderson and Joseph Irving King be and they are hereby appointed Trustees for the purpose of conveying the property described in these proceedings to the purchaser, Ernest Owens, and the said Marvin H. Anderson and Joseph Irving King upon payment of the whole purchase money mentioned in said agreement but not before, as trustees aforesaid, shall by a good and sufficient deed to be executed and acknowledged by them as said trustees, convey to the said Ernest Owens, his heirs and assigns, in fee simple, the aforesaid property and land, free, clear and discharged from all claims of all of the parties hereto, both complainants and respondents, and all persons claiming by, through, from, or under them or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, 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 therefrom the court costs of these proceedings and also the court costs of the proceedings had in this Court in Equity Cause No. 14,330.

O. Bowie Duckett
Judge

LIBER 137 PAGE 361

WILLIAM HENRY HILLARY, divorced and unmarried, et al	*	NO. 14,561 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
MARY QUEEN HILLARY, etc. and another	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin H. Anderson, Trustee, duly appointed by the Decree of this Court, dated the 20th day of November, 1961, and one of the two trustees duly appointed by the supplemental decree of this Court dated the 10th day of January, 1962, in these proceedings, to convey the property in these proceedings described to Ernest Owens, the purchaser, respectfully shows unto Your Honors:

1. That in compliance with the Decree of this Court in these proceedings dated the 20th day of November, 1961, appointing him Trustee to convey the property to the purchaser mentioned in these proceedings, the said Marvin H. Anderson, Trustee, duly filed his bond in the penalty of $8,200.00 conditioned for the faithful performance of the duties imposed upon him as such trustee with the National Surety Corporation as surety thereon, in these proceedings.

2. That on the 16th day of January, 1962, the said Marvin H. Anderson, Trustee, and Joseph Irving King, Trustee, (the latter having been appointed trustee along with the said Marvin H. Anderson for the purpose of conveying the property

described in these proceedings to the purchaser, Ernest Owens, by the Supplemental Decree of this Court dated January 10, 1962, in these proceedings) duly executed and acknowledged and delivered to the said Ernest Owens, the said purchaser, a deed conveying to him the property in these proceedings mentioned and described in the agreement of sale and purchase filed in these proceedings and to his heirs and assigns, free and clear and discharged from all claims of the parties hereto, both complainants and respondents, and those claiming by, through, from, or under them or any of them, in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's said Decree and Supplemental Decree; the said Marvin H. Anderson, Trustee, first having received the whole purchase money, to wit, EIGHTY-TWO HUNDRED DOLLARS ($8,200.00), together with interest thereon at the rate of Six Per Centum (6%) Per Annum, accounting from December 20, 1961, to January 16, 1962, amounting to $36.40, the said Marvin H. Anderson, Trustee, refunded $1,595.78 to the said purchaser as follows:

$20.00 paid for the typing of the testimony in these proceedings; $13.53 for one-half of the United States and Maryland documentary stamps on the said deed; $43.45 open costs in No. 5287 Divorces in this Court which was entered against William Henry Hillary, as a judgment; $49.65 court costs in Equity Cause No. 14,330 in this Court; $38.67 - 1958 State and County real estate taxes levied against said property with interest through the month of December, 1961; $40.18 - 1959 State

and County real estate taxes levied against said property with interest through the month of December, 1961; $38.38 - 1960 State and County real estate taxes levied against said property with interest through the month of December, 1961; $39.92 - 1961 State and County real estate taxes levied against the said property with interest through the month of December, 1961; $125.00 to Ernest Chaffon, Esquire, Attorney, for examination of title to said property, as provided in said contract of purchase and sale; $495.00 to Edward Hall, III, Surveyor, for surveying said property as provided in said contract of sale and purchase; and $692.00 real estate commission to Charles F. Lee and Company, Inc., the real estate agent, as provided in said contract of sale and purchase, leaving a balance in his hands of $6,640.00, subject to lineal inheritance tax, commission, Orphans Court costs, court costs, the claims of the County Commissioners of Anne Arundel County and the Anne Arundel County Welfare Board against the estate of said George W. E. Hillary, heretofore filed in the Orphans Court of Anne Arundel County and attached hereto, and the claims of the County Commissioners of Anne Arundel County and the Anne Arundel County Welfare Board against Mary Queen Hillary, the widow of said George W. E. Hillary, and against William Henry Hillary, the son of said George W. E. Hillary, for distribution among those entitled.

3. That the said Marvin H. Anderson, Trustee, in compliance with the Decree of this Court as aforesaid, now brings into this Court the money arising from the sale aforesaid, to wit, the balance of SIX THOUSAND, SIX HUNDRED FORTY DOLLARS AND SIXTY-TWO CENTS ($6,640.62), to be distributed among the heirs at law of the said George W. E. Hillary, to wit, Joseph Irving King, the trustee appointed by this Court to take charge of and manage the property and income of his incompetent widow, Mary Queen Hillary, his son, the said William Henry Hillary, and his two grandchildren, Alice Jones Blake(and Benjamin Blake, her husband) and Arthur Jones, unmarried, the complainants and respondent herein, after deducting therefrom the above-mentioned costs of these proceedings, expenses, claims, such commissions as may be allowed him, the said Marvin H. Anderson, Trustee, by this Court, in consideration of the performance of his duties as such Trustee.

WHEREFORE, the said Marvin H. Anderson, Trustee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an account herein accordingly, so that the said Trustee may pay out and distribute the said purchase money in his hands under the direction of this Court.

AND, AS IN DUTY BOUND, etc..

Marvin H. Anderson
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23rd day of January, 1962, personally appeared before me, the subscriber, a Notary

Public of the State of Maryland, in and for Anne Arundel County, Marvin H. Anderson, Trustee, and he made oath in due form of law that the matters and things stated in the above report are true as therein stated.

As witness my hand and seal notarial.

Marion B. Sackett
Notary Public

O R D E R

On the above report and affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 24th day of January, 1962, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to state an account herein distributing the purchase money, to wit, $8,200.00 among the heirs of George W. E, Hillary, deceased, to wit, Joseph Irving King, the trustee appointed by this Court to take charge of and manage the property and income of his incompetent widow, Mary Queen Hillary, his son, the said William Henry Hillary, and his two grandchildren, Alice Jones Blake (and Benjamin Blake, her husband) and Arthur Jones, unmarried, the complainants and respondent herein, as their interests may appear, after deducting therefrom the above-mentioned costs of these proceedings, expenses, claims, and the usual commissions which are hereby allowed him, the said Marvin H. Anderson, Trustee, by this Court, in consideration of the performance of his duties as such Trustee.

D. Bruce Dunbaugh
Judge

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LIBER 137 PAGE 366

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JUL 19 1960
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

Annapolis, Maryland

Estate of: GEORGE W.E. HILLERY
Riva Road
Davidsonville, Maryland

To: County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937, (Special Session) $2,185.62

State of Maryland)
) To Wit:
Anne Arundel County)

I, hereby, certify that on this 25th day of May, 1954, before me the subscriber, a Notary Public in and for Anne Arundel County, State of Maryland aforesaid, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and made affidavit to the correctness of the aforegoing bill.

Witness my hand and Notarial seal.

Alice R. Whitmore
, Notary Public

ALICE R. WHITMORE NOTARY PUBLIC A.A.CO.

In the Case of

William Henry Hillary,
et al
VS.
Mary Queen Hillary,
etc., et al

In the

Circuit Court

For

Anne Arundel County

No. 14,561 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 F. Wehrung
Auditor.

February 5, 1962

1962 FEB 27 ... 2:10

In the Case of

In the

Dr. William Henry Hillary, et al vs. Mary Queen Hillary, etc, et al in ac.

To Trustee for Commissions, viz:	277	09	277	09
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	109	00		
Joseph W. Alton, Jr. - Sheriff's costs	5	60		
Emanuel Klawans - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	20	00		
Joseph I. King - Guardian ad Litem's fee	4	00		
Auditor - stating this account	41	50		
			200	10
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
National Surety Corp. - bond premium	32	80		
Edward Hall, III - survey, plat and description	495	00		
Ernest Chaffon - fee for title examination	125	00		
Charles F. Lee & Co. - broker's commission	692	00		
Clerk of Court - photostat copy of deed	2	25		
Clerk of Court - Court costs in No.14,330 Equity	49	65		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	9	35		
Marian B. Stockett - notary fee		50	1,423	23
To Trustee for Taxes, viz:				
1958 State and County taxes and interest	38	67		
1959 State and County taxes and interest	40	18		
1960 State and County taxes and interest	38	38		
1961 State and County taxes and interest	39	92	157	15
To Trustee for Administration Expenses, viz:				
Register of Wills - Court costs	26	56		
Capital-Gazette Press - notice to creditors	20	00	46	56
To Trustee for Claims Filed against Estate of George W. E. Hillary, viz:				
County Commissioners of Anne Arundel County and Anne Arundel County Welfare Board - old age assistance and benefits to deceased in his lifetime	2,185	62	2,185	62

BALANCE FOR DISTRIBUTION - $3,946.65

Distributed to the heirs at law of George W. E. Hillary, who died, intestate, 9/30/57, viz:

(1) To Mary Queen Hillary, Widow - one-third $ 1,315.55

LESS

Direct inheritance tax 13.16

$1,302 .39

(This amount distributed to County Commissioners of Anne Arundel County

709

and Anne Arundel County Welfare Board) (Order 1/25/62)					
(2) To William Henry Hillary, son - one-third	$ 1,315.55				
LESS Direct inheritance tax	13.16				
	$ 1,302.39				
LESS Judgment for Court costs in #5287 Divorces	43.45				
	$ 1,258.94				
(This amount distributed to the County Commissioners of Anne Arundel County and Anne Arundel County Welfare Board - Order of 1/25/62)					
(3) To Alice Jones Blake, grand-daughter- one-sixth	$ 657.78				
Less Direct inheritance tax	6.58	651	20		
(4) To Arthur Jones, grandson - one-sixth	$ 657.77				
LESS Direct inheritance tax	6.57	651	20		
To County Commissioners of Anne Arundel County and Anne Arundel County Welfare Board, viz:					
(1) Amount distributable to Mary Queen Hillary, to apply on account of claim against her in the amount of $2,082.23 (Order 1/25/62)		1,302	39		
(2) Amount distributable to William Henry Hillary to apply on account of claim against him in the amount of $4,636.99 (Order 1/25/62)		1,258	94		
To Clerk of Court - Amount of judgment for Court costs in #5287 Divorces - Viola S. Hillary vs. Wm. Henry Hillary		43	45		
To George W. Nutwell, Register of Wills- total direct inheritance tax		39	47	3,946	65
				8,236	40

71

with

Marvin H. Anderson, Trustee

Cr.

1962						
Jan.	16	Proceeds of Sale (Contract dated 4/24/61)	8,200	00		
		Interest on deferred payment from 12/20/61 to 1/16/62	36	40		
					8,236	40
					8,236	40

12

LIBER 137 PAGE 371

ORDER NISI

William Henry Hillary,
et al

VERSUS

Mary Queen Hillary,
etc, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,561 Equity.

1962 FEB 27 PM 2:10

ORDERED, This 27th 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 be shown on or before the 2nd day of ~~March~~ April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of ~~xxxxxx~~ April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of April, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew J. Evans

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 372

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Order Nisi - Circuit Court - Equity 14,561

William Henry Hillary

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of April, 1962. The first insertion being made the 1st day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Ross Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,561 Equity

WILLIAM HENRY HILLARY, et al

VERSUS

MARY QUEEN HILLARY, etc., et al

Ordered, this 27th 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 2nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T .CROMWELL Clerk

F-15

No. M. G. 28619

1962 MAR 28 PM 4:20

74

E. NYCE FELDMEYER
2 Southgate Avenue
Annapolis, Maryland

LIBER 137 PAGE 373

: IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

C. EDWARD HARTMAN, II and PATRICIA M. HARTMAN, his wife
Holly Drive, Amberley
Route 2
Annapolis, Maryland : ANNE ARUNDEL COUNTY

EQUITY NO. 14919

Defendants :

..ooOoo..

BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

E. Nyce Feldmeyer, Plaintiff, by her attorney, George E. Rullman, Jr., alleges:

1. On March 12, 1962, plaintiff and defendants entered into a contract of sale by which plaintiff agreed to sell and convey to defendants and defendants agreed to purchase the fee simple property known as No. 2 Southgate Avenue, Annapolis, Anne Arundel County, Maryland, having a width on Southgate Avenue of approximately 200 feet and a depth of about 280 feet, as described in metes and bounds on a plat attached hereto and designated as Exhibit No. 1. A copy of the aforesaid contract is attached hereto, designated as Exhibit No. 2.

2. Defendants have declined to accept a deed of said property in accordance with the contract, alleging that plaintiff does not have record title to a rectangular portion of the property on its northwest side having a width or frontage on Southgate Avenue of 40 feet and a depth of 253 feet, as is more particularly shown and designated by a circled 2 on Exhibit No. 1 attached hereto; and further that plaintiff does not have record title to a small triangular portion of the premises on its north corner, as is more particularly shown and designated by a circled 4 on Exhibit No. 1 attached hereto.

3. Plaintiff believes and therefore alleges that she does have clear, good and marketable title to the entire premises which she has agreed to convey and which defendants have agreed to purchase.

1962 MAR 27 PM 10:59

WHEREFORE plaintiff prays:

a. that she be granted specific performance of her contract with defendants;

b. And for such other and further relief as her cause may require.

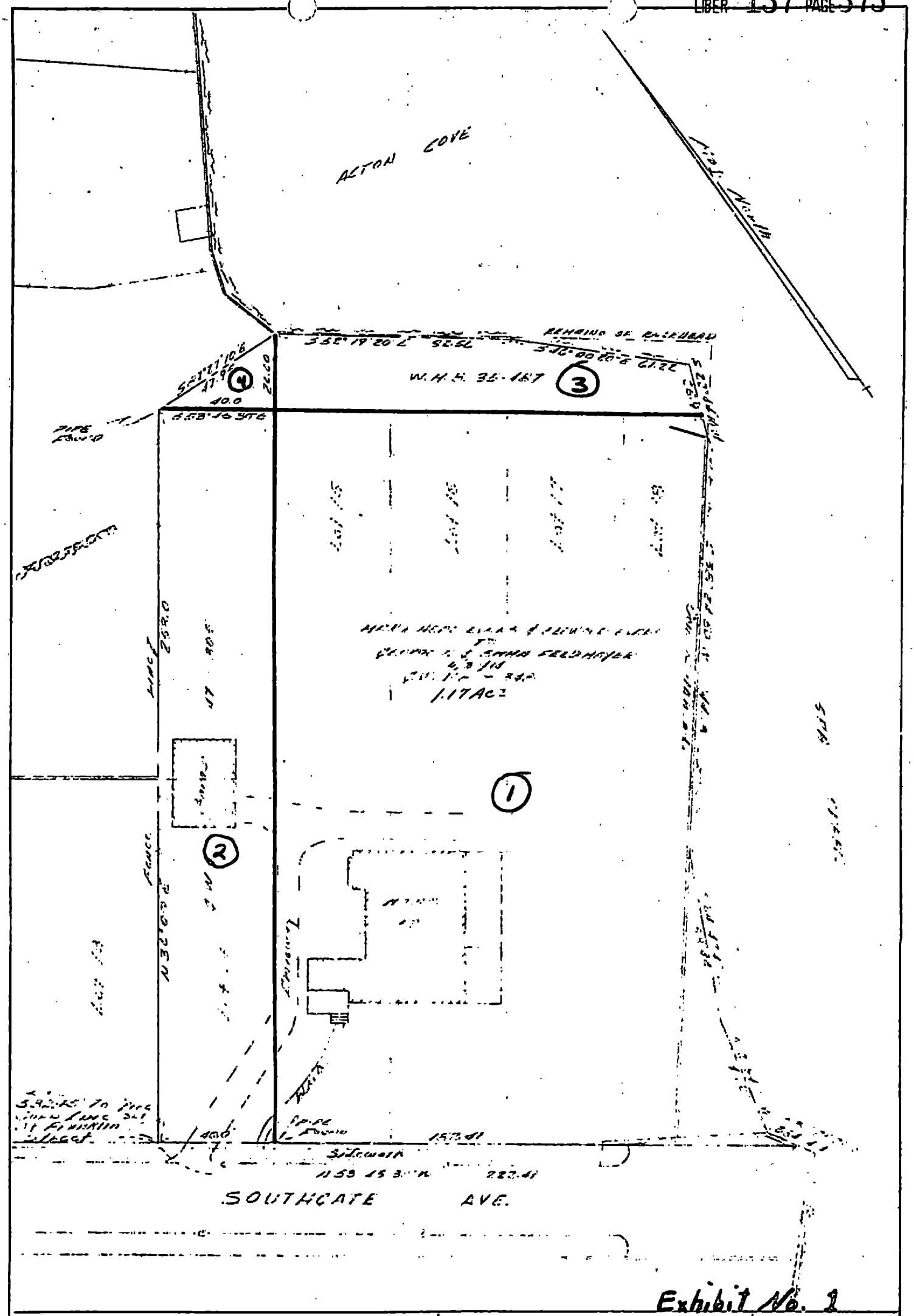
George E. Rullman, Jr.

George E. Rullman, Jr.
140 South Street
Annapolis, Maryland
CO 3-4433

Attorney for Plaintiff

2

EXHIBIT 1



SURVEY OF #2 SOUTHGATE AVE.	J. R. McCRONE, JR., INC.	SCALE 1" = 40'
ANNAPOLIS, MARYLAND	REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS	DATE 3/21/62
FOR C. E. HARTMAN	ANNAPOLIS, MARYLAND	JOB. NO 7181
6TH DIST. A.A.CO. MD.	PRINCE FREDERICK CENTREVILLE TRAPPE LEONARDTOWN	FOLDER SOUTHGATE AVE.

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE GW 74-109

3

EXHIBIT 2

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

LIBER 137 PAGE 376

This Agreement of Sale, made this 12th day of March nineteen hundred and sixty-two, between E. Nyce Feldmeyer, Seller, and C. Edward Hartman, II, and Patricia M. Hartman, his wife, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Sixth Election District of Anne Arundel County, Maryland, being known and designated as No. 2 Southgate Avenue,

at and for the price of Sixty Thousand Dollars ($60,000.00)

[illegible] Dollars ($[illegible])

of which Fifteen Hundred Dollars ($1500.00) have been paid prior to the signing hereof, and the balance to be paid as follows: At the time of settlement, Eighteen Thousand, Five Hundred Dollars ($18,500.00) to be paid in cash. Also at the time of settlement, Buyers will execute to Seller a purchase money mortgage and note in the sum of Forty Thousand Dollars ($40,000.00) with interest at five per cent (5%) per annum, principal and interest payable in equal monthly installments of Two Hundred Sixty-four Dollars ($264.00). Buyers shall have the right of prepayment of the mortgage in amounts of even thousands of dollars.

If Buyers desire a survey, Seller shall pay one-half of the reasonable cost thereof.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given, on or about May 2, 1962.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

[redacted]

Witness In triplicate the hands and seals of the parties hereto the day and year first above written.

..... WITNESS—AS TO SELLER'S SIGNATURE	..... (SEAL) SELLER'S SIGNATURE E. Nyce Feldmeyer
..... WITNESS—AS TO SELLER'S SIGNATURE	..... (SEAL) SELLER'S SIGNATURE
..... WITNESS—AS TO BUYER'S SIGNATURE	..... (SEAL) BUYER'S SIGNATURE C. Edward Hartman, II
..... WITNESS—AS TO BUYER'S SIGNATURE	..... (SEAL) BUYER'S SIGNATURE Patricia M. Hartman

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1962 MAR 27 AM 10:59

Exhibit No 2 (3 pages)

J. R. McCRONE, JR.
1938-1958

OFFICERS
F. M. LATHAM, JR.
President
J. T. LATHAM
Vice President

BRANCH OFFICES:
Centreville, Md.
Telephone: 443
Irappe, Md.
Greenfield 9-3206

LIBER 137 PAGE 377

J. R. McCrone, Jr., Inc.

Registered Professional Engineers and Land Surveyors

150 SOUTH STREET, ANNAPOLIS, MARYLAND
COLONIAL 3-3323

ASSOCIATES
LEONARD L. MANN

BRANCH OFFICES
Prince Frederick, Md
Telephone: 190
Leonardtown, Md.
Greenwood 5-9552

March 22, 1962

DESCRIPTION OF #2 SOUTHGATE AVENUE, ANNAPOLIS, MARYLAND
FOR C. E. HARTMAN

BEGINNING for the same at an iron pipe set on the northeast side of Southgate Avenue 6.94 feet in a northeasterly direction from the back of the concrete curb line running along said Avenue and South 53° 45' 30" East 532.45 feet from the face of the south east curb line of Franklin Street, said pipe also being at the end of the South 36° 00' West 253.0 foot line of the conveyance from James D. Murray and Elizabeth M. Murray to George Head, by deed dated January 9, 1906 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 47 Folio 305;

THENCE leaving said Southgate Avenue and running with the above mentioned line, reversely, North 36° 00' East 253.0 feet to a pipe found at the beginning of said line, said pipe also being at the beginning of the conveyance from W. Meade Holladay to George T and Emma D. Feldmeyer, by deed dated July 13, 1926 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.M.B. 35 Folio 487;

THENCE with a "line of possession" South 87° 27' 10" East 47.95 feet to the shoreline of Acton Cove, said point being North 36° 00' East 20.60 feet from a pipe set at the end of the North 36° 00' East 253.00

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DESCRIPTION OF #2 SOUTHGATE AVENUE

foot line of the first mentioned conveyance;

THENCE with the shoreline of said Cove South 52° 19' 20" East 82.56 feet and South 46° 00' 20" East 61.22 feet to the shoreline of Spa Creek;

THENCE with said shoreline South 22° 44' 10" West 25.92 feet to the corner of a concrete bulkhead;

THENCE along said bulkhead South 38° 24' 50" West 144.18'

THENCE leaving said bulkhead and continuing with the shoreline of said Spa Creek, South 24° 47' 40" West 58.45 feet, South 12° 54' 10" West 41.20 feet to the corner of another concrete bulkhead;

THENCE along the face of said bulkhead South 31° 25' 20" East 12.84 feet;

THENCE leaving the shoreline of said Spa Creek and with the above mentioned east side of Southgate Avenue North 53° 45' 30" West 222.41 feet to the place of beginning. Containing 1.17 acres, more or less.

BEING all of the first mentioned conveyance from James D. Murray and Elizabeth M. Murray to George Head recorded in Liber G.W. 47 folio 305 and all of the second mentioned conveyance from W. Meade Holladay to George and Emma Feldmeyer and also all of the conveyance from Mary Head Evans and Ellwood Evans to George T. and Emma Feldmeyer by deed dated November 30, 1941 and recorded among the land records of Anne Arundel County in Liber G.W. 108 Folio 348 and all of the lands gained by accretion along the shore line of the Spa Creek and as surveyed by J. R. Mc Crone, Jr., Inc. Registered Professional Engineers and Land Surveyors in March 1962.

E. NYCE FELDMEYER 2 Southgate Avenue Annapolis, Maryland	:	LIBER 137 PAGE 379 IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
C. EDWARD HARTMAN, II and PATRICIA M. HARTMAN, his wife Holly Drive, Amberley Route 2 Annapolis, Maryland	:	ANNE ARUNDEL COUNTY EQUITY NO. 4919
Defendants	:	

..ooOoo..

ANSWER TO
BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

C. Edward Hartman, II and Patricia M. Hartman, his wife, defendants, by Charles C. Hartman, Jr., their attorney, in answer to the bill of complaint filed herein say:

1. They admit the allegations contained in paragraph 1 of the bill of complaint.

2. They admit the allegations contained in paragraph 2 of the bill of complaint.

3. They admit that plaintiff has title to that rectangular portion of the premises containing the residence and fronting 182.41 feet on Southgate Avenue, designated by a circled 1 on Exhibit No. 1 attached to the bill of complaint, plaintiff having acquired such property by devise from her father, George T. Feldmeyer, who acquired said property from Mary Head Evans and Ellwood Evans, her husband, by deed dated November 30, 1914, recorded among the Land Records of Anne Arundel County in Liber G.W. 108, folio 348; moreover, defendants admit that plaintiff has title to the rectangular portion of the premises along its northeast side abutting Acton Cove, having acquired such property by devise from her father, George T. Feldmeyer, who acquired said property from W. Meade Holladay, widower, by deed dated September 14, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 35, folio 487.

4. Defendants have been unable to find any deed to anyone respecting the small triangular portion of land designated by a circled 4 on Exhibit No. 1 attached to the bill of complaint. By reference to prior deeds, it appears that said triangular section was not in existence, but

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1962 MAR 27 AM 11:00

has been created either by natural accretion or by bulkheading and filling.

5. By deed dated January 9, 1906, and recorded on January 10, 1906, among the Land Records of Anne Arundel County in Liber G.W. 47, folio 305, James Murray and Elizabeth Murray, owners of that rectangular portion on the northwest side of the premises fronting 40 feet on Southgate Avenue with a depth of 253 feet, designated by a circled 2 on Exhibit No. 1 attached to the bill of complaint, conveyed said portion to George E. Head, who, having died on September 8, 1908, devised said portion to his two daughters, Mary Head Evans and Margaret Head Duff, as is more particularly set out among the records of the Orphans' Court of Anne Arundel County in Administration file No. 1102.

6. Thereafter, by deed dated November 15, 1909, and recorded the same day among the Land Records of Anne Arundel County in Liber G.W. 70, folio 123, Margaret Head Duff and her husband, Robert J. Duff, conveyed all of their right, title and interest in said property to Mary Head Evans. Title of the aforementioned portion or parcel designated with a circled 2 on Exhibit No. 1 attached to the bill of complaint, remains in Mary Head Evans to date.

WHEREFORE defendants pray:

a. That the bill of complaint be dismissed, and

b. For such other and further relief as their cause may require.

Charles C. Hartman, Jr.

Charles C. Hartman, Jr.
182 Duke of Gloucester Street
Annapolis, Maryland
CO7-8166

Attorney for defendants

I HEREBY CERTIFY that on this 27th day of March, 1962, copy of the foregoing answer was mailed, postpaid, by ordinary mail, to George E. Rullman, Jr., Esquire, 140 South Street, Annapolis, Maryland, attorney for plaintiff.

Charles C. Hartman, Jr.

Charles C. Hartman, Jr.
Attorney for Defendants

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E. NYCE FELDMEYER 2 Southgate Avenue Annapolis, Maryland	:	
Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
C. EDWARD HARTMAN, II and PATRICIA M. HARTMAN, his wife Holly Drive, Amberley Route 2 Annapolis, Maryland	:	ANNE ARUNDEL COUNTY EQUITY NO. 14,914
Defendants	:	

..ooOoo..

REPLICATION

E. Nyce Feldmeyer, plaintiff, by George E. Rullman, Jr., her attorney, for replication to the answer filed herein, alleges:

1. On or about November 30, 1914, plaintiff and George T. Feldmeyer and Emma Feldmeyer, his wife, her parents, took possession of all of the premises known as No. 2 Southgate Avenue as shown on Exhibit No. 1.

2. A fence was erected along the northwestern boundary of the premises and along the entire front on Southgate Avenue, clearly establishing one contiguous and homogeneous premises without any delineation within same.

3. The improvements then and now consist of a dwelling and stable with entrance ways as shown on Exhibit No. 1 to the Bill of Complaint. Plaintiff and her parents took possession thereof on or about November 30, 1914.

4. Plaintiff's father openly and notoriously, with full claim and right of possession and ownership, occupied all said premises and all improvements thereon (excepting that part bought by him in 1926), and improved, maintained and paid taxes thereupon continuously from about November 30, 1914, to the time of his death in 1948.

5. Upon the death of her father, plaintiff received by devise all of the aforesaid premises and improvements and has herself openly and notoriously, with full claim and right of possession and ownership, occupied all of the premises and improvements and has improved, maintained and paid taxes thereupon continuously to date. Moreover, plaintiff has

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lived upon and occupied the entire premises continuously for about 47 years (excepting that portion bought by her father in 1926).

6. At no time during the preceding 47 years, and not now, has anyone other than plaintiff and her parents ever claimed any right, title, interest or possession of any portion of the entire premises (excepting that part bought by plaintiff's father in 1926).

7. Plaintiff believes and therefore alleges that her parents obtained title to all of the premises in part by deed as admitted in the answer and in part by adverse possession, and that plaintiff, therefore, has good and marketable title to convey to defendants herein.

WHEREFORE, plaintiff prays that this Honorable Court enter a decree of specific performance requiring defendants to take title to said premises and further requiring defendants to pay the consideration required by their contract.

AND for such other and further relief as her cause may require.

AND, as in duty bound, etc.

George E. Rullman Jr.

George E. Rullman, Jr.
140 South Street
Annapolis, Maryland
CO 3-4433

Attorney for Plaintiff

I HEREBY CERTIFY that on this 27th day of March, 1962, a copy of the foregoing replication was personally served upon Charles C. Hartman, Jr., attorney for defendants.

George E. Rullman Jr.

George E. Rullman, Jr.
Attorney for Plaintiff

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E. NYCE FELDMEYER LIBER 137 PAGE 383 IN THE CIRCUIT COURT

Plaintiff : FOR

vs. : ANNE ARUNDEL COUNTY

C. EDWARD HARTMAN, II, et ux : No. 14919 Equity

Defendants :

..ooOoo..

FINDINGS OF FACT

This matter having come on regularly for trial and the testimony of plaintiff and defendants having been submitted herein, the Court hereby makes its findings of fact and conclusions of law as follows:

On March 12, 1962, plaintiff and defendants entered into a contract of sale attached to the bill of complaint and designated as Exhibit 2, pursuant to which plaintiff agreed to sell and convey to defendants, and defendants agreed to purchase the property known as No. 2 Southgate Avenue, Annapolis, Anne Arundel County, Maryland.

In the course of examination of title, defendants ascertained that Lots 15, 16, 17 and 18 designated on the plat attached to the bill of complaint by a circled number 1, in fact rests in plaintiff, who acquired same by devise from her father, George T. Feldmeyer, who acquired same by deed dated November 30, 1914 from Mary Head Evans and Ellwood Evans; and further that plaintiff herein acquired record title to that portion of the premises shown on the plat and designated by a circled number 3, being that area of land to the rear of northeast of parcels 15, 16, 17 and 18 and abutting the shores of Acton Cove, having acquired same by devise from her father, George T. Feldmeyer, who acquired title from W. Meade Holladay on September 14, 1926.

Title of record to the parcel on the plat designated by a circled number 2 is found to rest in the name of Mary Head Evans, who acquired a one-half interest in such parcel by devise from her father, George E. Head, and one-half by conveyance from her sister, Margaret Duff, in 1909.

As respects such parcel 2, however, testimony is quite clear that George T. Feldmeyer and Mary Feldmeyer and E. Nyce Feldmeyer are and

//

at all times have been in actual, open, hostile, notorious, exclusive and continuous possession under claim of title for a period of forty-seven years commencing in March of 1915; such possession is clearly evidenced through the testimony of the witnesses in the following manner, to wit:

Continuously from 1915 there has been a fence along the entire frontage on Southgate Avenue along and including Lot 14, and there has been a fence along the northwest boundary of the property between lots 13 and 14 and a fence along the extension of such line to the rear thereof; although the fence in some respects has deteriorated by reason of age, the line is still clearly evident to a marked degree by the difference in ground cover and foliage and also is marked by the termination of a concrete retaining wall to the rear of Lot 13; moreover, it appears that the owner of Lot 13 does not now and has never made any claim to any portion of Lot 14, nor has the owner of the property to the rear or northeast of said Lot 13, nor has any other person. The trees, shrubbery, trellises and other improvements on the parcel 2 as designated on the plat have been occupied, maintained and used by the Feldmeyers during all of the forty-seven years mentioned; the building designated as a garage is an accessory building to the main house and has been in existence and used by members of the household for forty-seven years. In addition to the testimony of Miss Feldmeyer, that such out building has been in existence all of that time, the Court recognizes from the testimony that the building is actually a stable, and that stables have not been built for more than twenty years in the city of Annapolis. With respect to the small parcel 4 as shown on the plat, testimony reveals and I find that it was not in existence in 1914 at the time of conveyance, but that it has been created thereafter by either fill or natural accretion, and that said triangular portion has been in actual, open, hostile, notorious, exclusive and continuous possession of the Feldmeyers in excess of twenty years. Its boundary line along the line designated South 87° 20' 10" East is clearly delineated by a row of logs and also by a difference in the type of foliage and ground cover on one side as opposed to the other.

From all of the testimony and the records of the case, I find that Mary Head Evans was more than twenty-one years of age and competent

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at the time of the execution of the deed from her to the Feldmeyers, and for a number of years prior thereto.

In conclusion, I find that plaintiff in this case has met all of the requirements of adverse possession and has good and marketable title to all of the premises as described in the metes and bounds description attached to the plat and designated as Exhibit 1 to the bill of complaint.

Dated this 30th day of March, 1962.

J U D G E

E. NYCE FELDMEYER	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
C. EDWARD HARTMAN, II, et ux	:	
Defendants	:	

..ooOoo..

DECREE FOR SPECIFIC PERFORMANCE

This matter having come on regularly for trial and the testimony of plaintiff and defendants having been submitted herein and the Court having made its findings of fact and conclusions of law herein, and the Court having been fully advised in the premises ---

IT IS ORDERED, ADJUDGED AND DECREED that the agreement set up in the bill of complaint and designated and Exhibit 2 be specifically performed; that plaintiff forthwith convey free and clear from all encumbrances whatsoever the property known as No. 2 Southgate Avenue, and as fully described in the plat and description attached to the bill of complaint and designated as Exhibit 1, together with all the tenements and heridaments thereunto belonging, to defendants in accordance with the provisions of such contract aforementioned; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants shall receive and accept such deed in accordance with the terms of said contract and shall, in accordance therewith, pay the consideration prescribed.

Dated this 30th day of March, 1962.

O. Bowie Duckett

JUDGE

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1962 MAR 30 PM 2:50

14

LIBER 137 PAGE 387

In the Matter of the Mortgaged : No. 14760 Equity
Real Estate of Roy D. Woods and: In the Circuit Court
Annette V. Woods, 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

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1961 DEC 29 PM 2:10

L 3714

LIBER 137 PAGE 388

14,760 Recording

LIBER 1183 PAGE 186

Purchase money

This Mortgage,

made this 31st day of January in the year one thousand nine hundred and fifty-eight, between ROY D. WOODS and ANNETTE V. WOODS, 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, hereinafrer called Mortgagee.

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

THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ----------($13,500.00)

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 NINETY SEVEN DOLLARS ----------($97.00) 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 monthly payments due and payable March 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 Third Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 98, as shown on Plat of Poplar Ridge, Section 1, recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 48.

BEING the same property conveyed to the within-named Mortgagors by Lois P. Johnson, et al, by deed dated January 30, 1958 intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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1961 DEC 29 PM 2:11

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

Roy D. Woods (SEAL)

Roy D. Woods

Annette V. Woods (SEAL)

Annette V. Woods

(SEAL)

4

5

LIBER 137 PAGE 391

LIBER 1183 PAGE 189

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 31st day of January, 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 Roy D. Woods and Annette V. Woods, 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.

Pauline M. Bozman

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Feb. 3, 1958, at 11.09 AM.

Mailed to Wm. W. Townshend, Jr.

11.55

(2)

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

Purchase money
MORTGAGE
FROM
Roy D. Woods and
Annette V. Woods, his wife

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

930

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

1958 FEB -3 AM 11:09 ..... Clerk.

Cost of Record $ ..... NO 1183 FOLIO 186 GEO. T. CROMWELL, CLERK

LIBER 137 PAGE 392

In the Matter of the Mortgaged Real Estate of Roy D. Woods and Annette V. Woods, his wife	No. 4760	Equity
	In the Circuit Court for Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Roy D. Wood and Annette V. Wood, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 31st, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1183, Folio 186.		$13,500.00
Less total amount paid on account of principal.	$875.60	
Less-Credit Expense Account	40.08	
	$915.68	915.68
		$12,584.32
Plus interest to January 23, 1962. . .	$297.98	
Plus interest to Feb. 27, 1962	72.80	
Plus late charges.	32.76	
	$403.54	403.54
Total amount of Mortgage indebtedness.		$12,987.86

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of December 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1961 DEC 29 PM 2:11

6

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 Roy D. Woods and Annette V. Woods, his wife, dated January 31, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1183, Folio 180, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 23, 1962
at 12:00 o'clock Noon

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 98, as shown on Plat of Poplar Ridge, Section 1, recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 45.

BEING the same property conveyed to Roy D. Woods and Annette V. Woods, his wife, by Lois P. Johnson, Widow, Wilmer M. Johnson and Adeline D. Johnson, his wife, Harold E. Slanker and Evva Johnson Slanker, his wife and J. Fred Johnson, by deed dated January 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1183, Folio 184.

The above property 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 rati-

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1961 DEC 29 PM 2:10

fication 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 Maryland Gazette: December 28, 1961, January 4, 11, 18, 1962

Please send 25 handbills.

8

LIBER 137 PAGE 395 Loan No. 3784

Type of Loan Completion Date Dec. 10, 1957

APPLICATION FOR MORTGAGE LOAN

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION

OF GLEN BURNIE

GLEN BURNIE, MD.

20 yrs

Application is hereby made by the undersigned for membership in the Association, and for a first mortgage loan of $ 13,500.00 on the property described below. Repayment is to be made in installments of $ 97.00 & Exp. per month, and is to be applied to interest at the rate of 6 % per annum, to the principal, to the payment of all taxes, water rent, public charges, ground rent, insurance, etc.

The following described property is offered as security:

Name of Present Owner Roy D. & Annette V. Woods

Address of Present Owner Cedar Road, Poplar Ridge, RFD #2, Pasadena, Md. Phone Arm 962-J-4

Location of Property (or Lots No.) Lot 98 Cedar Road, Poplar Ridge

Ground Rent $ no Assessed Value $ Taxes $

Brick ☐ Frame ☒ Stucco ☐; Stories one Rooms 6 Baths 1

Heat Hot Air - Oil Roof asphalt shingle Families 1

Size of Lot 50 x 325 (or Acreage) Garage carport Street Paved

Date Built Date Purchased Purchase Price $ 19,500.00

Cost of any Improvements made since purchasing $ Type of Improvement Lot $3200.00 Pd.

Cash being invested by the purchaser $ Hypothecation $ Second Mortgage $

Will (Does) Applicant occupy the house? If Not, Monthly Rental?

First Mortgage held by no Present Amount $ Original Amount $

Second Mortgage held by no Present Amount $ Original Amount $

Title reference (if available) Liber No. Folio Deed Submitted Yes ☐ No ☐

Has property ever been mortgaged? If Yes, by whom?

Amount of Mortgage $ Date of Mortgage Amount of Appraisal $

If this is to be a Construction Loan, has any work been done? If Yes, explain.

How are Construction Loan Advances to be made? 1. 2. 3. 4.

Name of Applicant Roy D. Woods Age 36

Name of Applicant Annette V. Woods Age 22

Address of Applicant(s) see above Phone see above

Dependents 1

Employed by U.S. Air Force (Regular) Since Perm. Major

Address Hqrs. ARDC, Sun Bldg. Balto. Md. Salary $700. p/mo Position

Employed by no Since

Address Salary $ Position

Life Insurance Carried $ Company

Life Insurance Carried $ Company

Other Real Estate $ no Prior Liens $ no

Cash $ Ckg. Acct. Marketable Securities $ no Other Income no

Reference—Name Dr. C. W. Price Address 5101 Underwood Road, Balto. Md.

Reference—Name Taylor Drysdale Address Hqrs. ARDC, Baltimore, Md.

Applicant agrees to pay a service charge, if any, of $ 1% Appraisal Fee of $17.50 Pd. by Ck. #29 dtd. 12/10/57 - Roy D. Woods

The applicant agrees to pay all appraisal fees, attorney's fees, service charge (if any), search and other fees and disbursements including recording fees connected with the examination of the property and the making of a loan. It is agreed that this Association may reject or revoke any loan granted at any time prior to the actual payment of the principal if the examination reveals an unmarketable or defective title or should develop facts materially different from those stated in this application, or any other fact imperiling the security offered.

If two people sign, state relationship to each other: Husband & Wife

Applicant's Signature Roy D. Woods

Applicant's Signature

APPRAISERS' REPORT

We, the undersigned appraisers, report that we have visited the aforesaid premises, and personally made a careful and thorough examination of the same, and value the property as follows:

Winterized: Yes ( ) No ( ) $18,000 In Fee Simple

Less $ Ground Rent capitalized at 6%

TOTAL $ 18000 Value subject to a $ Ground Rent

In our opinion a loan of $13,500, with hypothecation of $1,500.00 can safely be made.

REMARKS hold up $2500, till completed Dated 12/11/57

Appraisers: V. Larkin Dicus Ernest H. Hein

V. Larkin Dicus Ernest H. Hein

FILED

1962 JAN 10 PM 12:23

EXHIBIT

#14760

LIBER 137 PAGE 396

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th 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, William W. Townshend, Jr., Attorney named in Mortgage from Roy D. Woods and Annette V. Woods, 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

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Roy D. Woods was at the time he executed the mortgage filed herein in the military service as is evidenced by a copy of the application for mortgage loan with United Federal Savings and Loan Association of Glen Burnie dated December 10, 1957, attached hereto, and that his obligation with the United Federal Savings and Loan Association of Glen Burnie occurred on January 31, 1958.

~~and xxxxxxxxxx in the military service of the United States of America~~

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 10th day of January , 1962 .

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

FILED

1962 JAN 10 PM 12:23

10

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 Roy D. Woods and Annette V. Woods, his wife, dated January 31, 1958 and recorded among the Laod Records of Anne Arundel County in Liber G.T.C. No. 1183, Folio 186, default having occurred thereuoder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday,
January 23, 1962
at 12 o'clock Noon

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

KNOWN AND DESIGNATED as Lot No. 98, as shown on Plat of Poplar Ridge, Section 1, recorded among the Plat Records of Anne Arundel Couoty in Plat Book 17, Folio 48.

BEING the same property conveyed to Roy D. Woods aod Annette V. Woods, his wife, by Lois P. Johnson, Widow, Wilmer M. Johnson and Adeline D. Johnson, his wife, Harold E. Slanker and Evva Johnson Slanker, his wife and J. Fred Johnson, by deed dated January 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. No. 1183, Folio 184.

The above property 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 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 St.
Annapolis, Marylaod
ROBERT H. CAMPBELL
Auctioneer

J-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 397

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1962

We hereby certify, that the annexed

Attorney's Sale

14,760

Roy D. Woods

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 28th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Tate

The Pennsylvania Fire Insurance Company

A Stock Company

No. 14760 Equities

BOND NO. 45 03 56

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 in full and just sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ($13,500.00) - DOLLARS - current money to be paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 18th day of January, 1962.

WHEREAS, Bu virtue of a power of sale contained in a Mortgage from Roy D. Woods and Annette V. Woods, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 31st day of January, 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, Attorney-in-fact

FILED

1962 JAN 19 PM 12:19

Bond approved this 19th day of January 1962

George T. Bromwell, Clerk

12

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

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Roy D. Woods and Annette V. Woods, his wife, dated January 31, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1183, Folio 186, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 23, 1962

at 12:00 o'clock Noon

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

KNOWN AND DESIGNATED as Lot No. 98, as shown on Plat of Poplar Ridge, Section 1, recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 48.

BEING the same property conveyed to Roy D. Woods and Annette V. Woods, his wife, by Lois P. Johnson, Widow, Wilmer M. Johnson and Adeline D. Johnson, his wife, Harold E. Slanker and Evva Johnson Slanker, his wife and J. Fred Johnson, by deed dated January 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1183, Folio 184.

The above property 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

1962 JAN 24 PM 2:17

LIBER 137 PAGE 400

14,760 Equity

Annapolis, Maryland
January 23, 1962

I hereby certify that I have this twenty-third day of January 1962, sold the property described on the reverse hereof unto Harold E. Slanker and Evva J. Slanker, his wife, at and for the sum of TWELVE THOUSAND FOUR HUNDRED DOLLARS ($12,400.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-third day of January 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of TWELVE THOUSAND FOUR HUNDRED DOLLARS ($12,400.00) and I/we hereby agree to comply with the terms of sale.

Harold E. Slanker

Evva J. Slanker

FILED
1962 JAN 24 AM 9:17

14

LIBER 137 PAGE 401

In the Matter of the	: No. 14,760	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Roy D. Woods and Annette V.	: for	
Woods, 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 Roy D. Woods and Annette V. Woods, his wife, dated January 31, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1183, Folio 180, 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, January 23, 1962, at 12:00 o'clock Noon, and then and there sold the said property to Harold E. Slanker and Evva J. Slanker, his wife, at and for the sum of TWELVE THOUSAND FOUR HUNDRED DOLLARS ($12,400.00), being at that figure the highest bidders therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lot No. 98, as shown on Plat of

Poplar Ridge, Section 1, recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 48.

BEING the same property conveyed to Roy D. Woods and Annette V. Woods, his wife, by Lois P. Johnson, Widow, et al by deed dated January 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1183, Folio 184.

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 23rd day of January, 1962, 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

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ORDER NISI

LIBER 137 PAGE 403

In the Matter of the Mortgaged
Real Estate of Roy D. Woods and
Annette V. Woods, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,760 Equity

Ordered, this 24th day of January, 19 62, 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 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.

The report states that the amount of sale was $ 12,400.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND, Jr., Atty. Md. Gazette (For February 1st Edition)

(Final Order)

In the Matter of the Mortgaged
Real Estate of Roy D. Woods and
~~XXXXX~~
Annette V. Woods, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of March, 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. Ennis
JUDGE.

1962 MAR -7 PM 3:12

17

OFFICE

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 404

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,760 EQUITY

In the Matter of the Mortgaged Real Estate of
ROY D. WOODS and
ANNETTE V. WOODS, his wife

Ordered, this 24th day of January, 1962, 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 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.

The report states that the amount of sale was $12,400.00.

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 Sale Eq 14,760 Roy D. Woods 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 March, 1962. The first insertion being made the 1st day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M.G. 253-7[illegible] FEB 23 P: 1:51

18

LIBER 137 PAGE 405

In the Matter of the	:	No. 14,760 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Roy D. Woods and Annette V.	:	for
Woods, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASERS

I HEREBY CERTIFY, that on this 6th day of March 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Harold E. Slanker and Evva J. Slanker, his wife, the purchasers of the property in the above entitled cause, and they made oath in due form of law that: (1) They are not acting as Agents for anyone; (2) There are no other persons or coporations interested in the purchase as principals; and (3) they have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1962 MAR -6 PM 1:53

19

LIBER 137 PAGE 406

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
Roy D. Woods
and
Annette V. Woods, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,760 Equity

To the Honorable, the Judges of said Court:

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

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 N. Jaklevic
Auditor.

March 12, 1962

FILED

1962 MAR 12 PM 12:21

Dr. In the Matter of the Mortgaged Real Estate of Roy D. Woods and Annette V. Woods, his wife. in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	404	41	504	41
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		
Speer Publications, Inc. - handbills	16	77		
The Pennsylvania Insurance Co.- bond premium	54	00		
Robert H. Campbell - auctioneer's fee	60	00		
One-half Federal documentary stamps	6	87		
One-half State documentary Stamps	13	75		
Dorothy P. McNew - notary fees	2	00	231	39
To Attorney for Taxes, viz: 1962 State and County taxes ($222.86)- 23 days	14	03	14	03
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	11,674	39	11,674	39
			12,480	22
Amount of mortgage claim filed	12,987	36		
Interest @ 6% on principal balance of $12,584.32 from 2/27/62 to 3/28/62 - 29 days	60	83		
	13,048	69		
Cr. Amount allowed above	11,674	39		
Balance subject to decree in personam	1,374	30		

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

1962							
Jan.	23	Proceeds of Sale		12,400	00		
		Interest on deferred payment of					
		$11,650.00 to 3/6/62		80	22		
						12,480	22
						12,480	22

LIBER 137 PAGE 409

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 28th 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 28 AM 8:32

George T. Cromwell, Clerk

23

LIBER 137 PAGE 410

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LAWRENCE G. LeGOURD, JR., AND DORIS E. LeGOURD, HIS WIFE	:	(In Equity)

No. 14,701

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 Lawrence G. LeGourd, Jr., and Doris E. LeGourd, his wife, to Baltimore Federal Savings and Loan Association, dated January 28th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1270 folio 477.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 NOV 15 AM 9:26

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

LIBER 137 PAGE 411 No. 14,701 Equity

MORTGAGE BOOK 1270 PAGE 477

THIS MORTGAGE, Made this 28th day of January , A. D. 19 59 , by and between LAWRENCE G. LeGOURD, JR. AND DORIS E. LeGOURD, his wife

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the ~~State of~~ United States of America , hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of ELEVEN THOUSAND SIX HUNDRED FIFTY AND 00/100ths Dollars ($ 11,650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION , in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY-FOUR AND 42/100ths Dollars ($ 64.42), commencing on the first day of February , 19 59 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January , 19 89. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—555M-61

BEGINNING for the same thereof, being known and designated as Lot No. 7, in Block B as designated and shown on a Plat entitled "Country Club Estates, Section #7" dated July 8, 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30, folio 27. The improvements thereon being known as 111 Alview Terrace.

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

Wood Screens, Built-In Range, Oven and Cabinet

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

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1961 NOV 15 AM 9:26

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

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 16th days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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LIBER 137 PAGE 414
BOOK 1270 PAGE 480

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Walter S. Calwell, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Seventy-Five and 00/100ths Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

ROBERT F. VAVRINA

Lawrence G. LeGourd, Jr. [SEAL]

[SEAL]

Doris E. LeGourd [SEAL]

[SEAL]

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit: BOOK 1270 PAGE 481

I HEREBY CERTIFY, That on this the 28th day of January, 1959, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Lawrence G. LeGourd, Jr. and Doris E. LeGourd, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

1750

ROBERT F. VAVRINA
Notary Public.

My commission expires:

Application No. 49939
Written by dah
Approved by JAN Examiner
Ready for Record

Rec'd for record Feb. 2, 1959, at 11:50 AM.
Mailed to The Colonial Title Guarantee Co.

ROBERT F. VAVRINA NOTARY PUBLIC BALT. CO.

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

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

LAWRENCE G. LeGOURD, JR., AND DORIS E. LeGOURD, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 137 PAGE 415

MILITARY AFFIDAVIT

No. 14,701

Docket 20. folio 59

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of November, . 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, Lawrence G. LeGourd, Jr., and Doris E. LeGourd, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1961 NOV 15 AM 9:26

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

LAWRENCE G. LeGOURD, JR., AND

DORIS E. LeGOURD, HIS WIFE

IN THE

LIBER 137 PAGE 416

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,701

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Lawrence G. LeGourd, Jr., and Doris E. LeGourd, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **28th** day of **January** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1270** Folio 477 .

Amount of Mortgage		$11,650.00
Less - amount paid on principal		398.98
		11,251.02
Plus - interest to 12/11/61		362.58
		11,613.60
Less - balance in expense account		77.27
		11,536.33

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **10th** 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 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 NOV 15 AM 9:26

Clara M. Link

Clara M. Link Notary Public

1

Mortgagee and Attorney's Bond. 1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 137 PAGE 417
LIBER 11 PAGE 197

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 339820

No. 14,701 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND, SIX HUNDRED AND NO/100 ($11,600.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 5th day of January in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Lawrence G. LeGroud, Jr. and Doris E. LeGroud, his wife, to Baltimore Federal Savings & Loan Association bearing date the 28th day of January nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1270, Folio 477, and

is about to sell the land and premises described in said Mortgage, 111 Alview Terrace, Balto. Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of

Clara M. Frick
~~XXXX~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 JAN -9 PM 12:25

Bond approved this 9th day of January, 1962
George T. Cromwell, Clerk

14701

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 418

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1962

We hereby certify, that the annexed

Attorney's Sale

Lawrence G. LeGourd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 1962. The first insertion being made the 14th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Cates

FILED

1962 JAN -8 PM 3:58

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Baltimore

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Lawrence G. LeGourd and Doris E. LeGourd, his wife to Baltimore Federal Savings and Loan Association, dated January 28th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1270 folio 477 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Jan. 9, 1962
at 3:20 P. M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 7 in Block B, as designated and shown on a Plat entitled "Country Club Estates, Section No. 7" dated July 8, 1957 by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30 folio 27. The improvements thereon being known as 111 Alview Terrace.

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 convenants and/or Utility Agreements, of record affecting the property.

The improvements consist of a split level, one family dwelling containing 6 rooms, 1 bath, hot water gas fired heat.

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

J-4

9

LIBER 137 PAGE 419

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
LAWRENCE G. LeGOURD, Jr., and DORIS E. LeGOURD, HIS WIFE	:	(In Equity) No. 14,701 Equity

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 28th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1270 folio 477 from said Lawrence G. LeGourd, Jr., and Doris E. LeGourd, 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 9th day of January, 1962 at 3.20 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. 7, in Block B as designated and shown on a Plat entitled "Country Club Estates, Section # 7", dated July 8, 1957, by John W. Boutwell, Jr., Registered Surveyor, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 27, the improvements whereon are known as No. 111 Alview Terrace; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 JAN 11 AM 9:17

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Eleven Thousand ($11,000.00) 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 **10th** day of **January, 1962** 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

LIBER 137 PAGE 421

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Baltimore

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under aod by virtue of the power aod authority contained in a Mortgage from Lawrence G. LeGourd aod Doris E. LeGourd, his wife to Baltimore Federal Savings aod Loan Association, dated January 28th, 1959 and recorded among the Laod Records of Anne Arundel County in Liber G.T.C. No. 1270 folio 477 (default having occurred thereunder) the undersigned. Attorney, will sell at Public Auction on the premises on

Tuesday, Jan. 9, 1962
at 3:20 P. M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 7 in Block B, as designated and shown on a Plat entitled "Couotry Club Estates, Section No. 7" dated July 8, 1957 by John W. Boutwell, Jr., Registered Surveyor, and recorded amoog the Plat Records of Aone Arundel County on October 21, 1957, in Plat Book 30 folio 27. The improvements thereon being known as 111 Alview Terrace.

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

Subject to the payment of an anany restrictive covcoaots& and or Utility Agreements, of record, affecting the property.

The improvements consist of a split level, one family dwelling containing 6 rooms, 1 bath, hot water gas fired heat.

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

WALTER S. CALWELL,
E. T. NEWELL & CO., INC.
Auctioneer J-4
Attorney Named in Mortgage

ORDER NISI

WALTE. S. CALWELL,

Attorney named in Mortgage

versus

LAWRENCE G. LeGOURD, Jr., and

DORIS E. LeGOURD, his wife

LIBER 137 PAGE 422

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,701 Equity

Ordered, this 11th day of January, 19 62, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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.

The report states that the amount of sale was $ 11,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty.

MD. GAZETTE (For January 18th Edition)

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

LAWRENCE G. LeGOURD, Jr., and

DORIS E. LeGOURD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of February, 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 FEB 21 AM 11:05

12

LIBER 137 PAGE 423

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14701 Equity
WALTER S. CALWELL
Attorney named in Mortgage
versus
LAWRENCE G. LeGOURD, JR., and
DORIS E. LeGOURD, his wife

Ordered, this 11th day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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.

The report states that the amount of sale was $11,000.00.

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

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,701

Lawrence G. LeGourd, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 25145

FILED By Hazel Tidgewell

13

1962 FEB 15 PM 4:25

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Lawrence G. LeGourd, Jr.,
and
Doris E. LeGourd, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,701 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 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, Maryland Rules of Procedure.

All of which is respectfully submitted.

March 30, 1962

Laura K. Fickeling
Auditor.

FILED
1962 APR -2 AM 9:02

1f

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Lawrence G. LeGourd, Jr., and Doris E. LeGourd, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	362	42	437	42
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	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
New Amsterdam Casualty Co.-bond premium	46	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	12	10		
Clara M. Link - notary fees	1	50	182	57
To Attorney for Taxes, viz:				
1962 State and County taxes - 9 days	5	04	5	04
To Attorney for Ground Rent, viz:				
Semi-annual ground rent due 5/16/62 ($60.00) - 1 month 24 days	15	00	15	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,377	13	10,377	13
			11,080	66
Amount of mortgage claim filed	11,536	33		
Interest @ 5% on principal balance of $11,251.02 from 12/11/61 to 4/15/62 - 4 months 4 days	203	45		
	11,739	78		
Cr. Amount allowed above	10,377	13		
Balance subject to decree in personam	1,362	65		

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

1962							
Jan.	9	Proceeds of Sale	11,000	00			
		Interest thereon to 2/22/62	80	66	11,080	66	
					11,080	66	

LIBER 137 PAGE 427

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 18th day of April, 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 APR 18 PM 9:55

FILED
1962 APR 18 PM 9:55

Luke T Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES R. BRASHEARS AND CATHERINE BRASHEARS, HIS WIFE	:	(In Equity)

No. 14,767 Equity

Mr. Clerk:

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

1. Original Mortgage from Charles R. Brashears and Catherine Brashears, his wife to Baltimore Federal Savings and Loan Association, dated August 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 folio 334.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED
1962 JAN -8 AM 11:59

City and County Form. 152-85 LIBER 137 PAGE 429

BOOK 1326 PAGE 334 No. 14767 Equity

This Mortgage, Made this 26th day of August, in the year one thousand, nine hundred and fifty-nine, between CHARLES R. BRASHEARS and CATHERINE BRASHEARS, 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 FIFTEEN THOUSAND NINE HUNDRED ($15,900.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five and one-quarter (5¼%) per cent per annum in the manner following:

By the payment of EIGHTY-SEVEN AND 81/100ths ($87.81) Dollars, commencing on the first day of October, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 56 as shown on a Plat entitled "Second revision of 'Sharonville'" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 31.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the LandRecords of Anne Arundel County immediately prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagor.

FILED

1962 JAN -8 AM 11:59

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 (X) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies ~~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:

Robert F. Vavrina
ROBERT F. VAVRINA

Charles R. Brashears .....(SEAL)
Charles R. Brashears
.....(SEAL)

Catherine Brashears .....(SEAL)
Catherine Brashears
.....(SEAL)

4

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BOOK 1326 PAGE 337 LIBER 137 PAGE 432

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 26th day of August, 1959, before me, a Notary Public of said State, personally appeared Charles R. Brashears and Catherine Brashears, 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, ~~[illegible]~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

Robert F. Vavrina
Notary Public

11.00 ROBERT F. VAVRINA

Rec'd for record Aug. 28, 1959 at 11:04 A.M.
Mailed to Callahan + Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

CHARLES R. BRASHEARS AND
CATHERINE BRASHEARS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CHARLES R. BRASHEARS AND

CATHERINE BRASHEARS, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 137 PAGE 433

IN EQUITY

No. 14,767 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Charles R. Brashears and Catherine Brashears, his wife to Baltimore Federal Savings and Loan Association

dated the 26th day of August 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 Folio 334 .

Amount of Mortgage	$15,900.00
Less - amount paid on principal	459.92
	15,440.08
Plus - interest to 1/24/62	324.29
	15,764.37
Less - balance in expense account	63.29
	15,701.08

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 3rd day of January in the year nineteen hundred and sixty-two 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

1962 JAN -8 AM 11:59

Clara M. Link

Clara M. Link Notary Public

6

LIBER 137 PAGE 434

MILITARY AFFIDAVIT No. 14,767 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of January 1962 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, Charles R. Brashears and Catherine Brashears, 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
1962 JAN -8 AM 11:59

7

No 14,767 Equity

Mortgagee and Attorney's Bond. 1-369

LIBER 11 PAGE 234

LIBER 137 PAGE 435

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0052

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 FIFTEEN THOUSAND, EIGHT HUNDRED AND NO/100 ($15,800.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st day of February in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Charles R. Brashears and Catherine Brashears, his wife, to Baltimore Federal Savings & Loan Association bearing date the 26th day of August nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1326, Folio 334, and

Lot 56, Sharonville, A.A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Krick
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 5th day of February, 1962

George T. Crommelin, Clerk

1962 FEB -5 PM 3.1

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale
Of Valuable Fee Property

Under and by virtue of the power and authority contained in a Mortgage from Charles R. Brashears and Catherine Brashears, his wife to Baltimore Federal Savings and Loan Association, dated August 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 folio 334 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
February 7th, 1962
at three P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

being known and designated as Lot No. 56 as shown on a Plat entitled "Second Revision of Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate at the southwset corner of Sharon and Donne Drives.

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

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a tri-level type dwelling, containing 6 rooms, bath and powder room and a car port, forced warm air oil fired heat.

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

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

F-1

9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 436

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Attorney's Sale

14,767

Charles R. Brashears

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 FEB 5

By Patrick Tidgewell

LIBER 137 PAGE 437

WALTER S. CALWELL,
Attorney Named in Mortgage
[redacted]

VS.

CHARLES R. BRASHEARS AND
CATHERINE BRASHEARS, HIS WIFE

IN THE

CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
[redacted]
(In Equity)
No. 14,767

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 8th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/~~are~~ the purchaser and purchased same as principal and not as agent for anyone, and that it has/~~have~~ not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
Purchaser
Charles E. Williams, Vice President

Clara M. Link
Clara M. Link Notary Public

FILED

1962 FEB 13 PM 3:23

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
CHARLES R. BRASHEARS AND CATHERINE BRASHEARS, HIS WIFE	:	(In Equity)
	:	No. 14,767

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 folio 334 from said Charles R. Brashears and Catherine Brashears, 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 7th day of February, 1962 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 56 as shown on a Plat entitled "Second Revision of Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 FEB 13 AM 9:28

//

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Fee Property

Under and by virtue of the power and authority contained in a Mortgage from Charles R. Brashears and Catherine Brashears, his wife to Baltimore Federal Savings and Loan Association, dated August 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 folio 334 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, February 7th, 1962 at three P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:

being known and designated as Lot No. 56 as shown on a Plat entitled "Second Revision of Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate at the southwset corner of Sharon and Donne Drives.

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

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a tri-level type dwelling, containing 6 rooms, bath and powder room and a car port, forced warm air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer F-1

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Ten Thousand ($10,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of February, 1962 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

12

ORDER NISI

LIBER 137 PAGE 440

WALTER S. CALWELL,

Attorney named in Mortgage

versus

CHARLES R. BRASHEARS and

CATHERINE BRASHEARS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,767 Equity

Ordered, this 13th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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 19th day of March next.

The report states that the amount of sale was $ 10,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. Md. Gazette (For February 15th Edition)

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

CHARLES R. BRASHEARS and

CATHERINE BRASHEARS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of March, 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.

J. Barry Dudley

JUDGE.

FILED

1962 MAR 20 PM 12:04

13

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 441

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,767 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
CHARLES R. BRASHEARS and CATHERINE BRASHEARS, his wife

Ordered, this 13th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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 19th day of March next.

The report states that the amount of sale was $10,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,767
Charles R. Brashears

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of March, 1962. The first insertion being made the 15th day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 28550

1962 MAR 15 PM 4:17

14.

In the Case of

WALTER S. CALWELL

Attorney Named in Mortgage

VS.

CHARLES R. BRASHEARS and

CATHERINE BRASHEARS, his wife

LIBER 137 PAGE 442

In the

Circuit Court

For

Anne Arundel County

NO. 14,767 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.

The Auditor hereby certifies that he has this day mailed to every party and to every person who has filed a claim to the proceeds of sale in these proceedings the notice required by Maryland Rule 595(g).

All of which is respectfully submitted.

April 3, 1962

John H. Hopkins, IV Auditor.

FILED

1962 APR -3 AM 10:31

13

Dr. Walter S. Calwell, Attorney named in mortgage vs. Charles R. Brashears and Catherine Brashears, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	332	10	532	10
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors appearance fee	10	00		
Clerk of Courts - Court Costs	28	00		
Auditor - stating this account	22	50	60	50
To Attorney for expenses, viz:				
Capital-Gazette Press - Advertising sale	63	00		
Capital-Gazette Press - Order Nisi (Sale)	15	00		
New Amsterdam Casualty Co. - Bond premium	63	20		
E.T.Newell & Co., Inc. - Auctioneer fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clara M. Link - Notary fees	1	50		
1962 State and County Taxes				
($196.71) 1 month and 7 days	20	35	214	55
To Baltimore Federal Savings & Loan Association, Mortgagee - this balance on account of mortgage claim	9,262	85	9,262	85
			10,070	00
Amount of Mortgage Claim filed	15,701	08		
Interest on principal balance of $15,440.08 from 1/24/62 to 4/18/62 - 84 days @ 5¼%	186	44		
	15,887	52		
Cr. Amount allowed above	9,262	85		
Balance subject to decree in Personam	6,624	67		

with WALTER S. CALWELL, Attorney named in Mortgage

Cr.

1962				
Feb.	7	Proceeds of sale	10,000 00	
		Interest on purchase price from 2/7/62 to 3/21/62	70 00	
				10,070 00
				10,070 00

17

LIBER 137 PAGE 445

ORDER NISI

WALTER S. CALWELL

ATTORNEY NAMED IN MORTGAGE

VERSUS

CHARLES R. BRASHEARS and

CATHERINE BRASHEARS, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,767 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 19th day of April, 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 APR 19 AM 9:20

George T. Cromwell, Clerk

per sig

6.

LIBER 137 PAGE 446

WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife 527 South Dallas Street Baltimore 31, Maryland	**	NO. 14771 EQUITY
Complainants	*	IN THE
VS.	*	CIRCUIT COURT
CHARLES L. SCHUBERT and FRANCES SCHUBERT, his wife, Whereabouts unknown,	*	FOR
And	*	ANNE ARUNDEL COUNTY
ANNAPOLIS LAND CORPORATION, Its surviving Officers and Directors and its Stockholders Whereabouts unknown,	*	
And	*	
EUGENE M. CHILDS, Substitute Trustee of the Trust Estate of Raymond L. Moss, 192 Duke of Gloucester Street Annapolis, Maryland, and	*	
All persons having or claiming to have any interest in Lot Nos. 46, 47, 48, 49, 50, 51 and 52 of Section 67 Plat No. 2 Outing Park recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40 and situate in the Third Election District of Anne Arundel County, State of Maryland,	*	
Respondents	*	

* * * * *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, William J. Taylor and Christina Taylor, his wife, by William W. Townshend, Jr. and William E. Kirk, their solicitors, respectfully show:

1. That on October 31, 1961 a Certificate of Tax Sale pertaining to Lot Nos. 46, 47, 48, 49, 50, 51, and 52 Section 67 Plat No. 2 Outing Park (also known as Green Haven), in the Third Election District of Anne Arundel County, attached hereto and marked "Complainants'/No. 1" was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel

Exhibit

FILED
1962 JAN -8 AM 11:35

County, to C. E. Pierce and M. N. Pierce, his wife, who assigned the same to your Complainants, which certificate and assignment are prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3033-B - A parcel of ground in the Third Election District of Anne Arundel County, described as Lots 46 to 52, situated at Green Haven.

At the time of the tax sale, the property which is the subject of these proceedings was assessed to Annapolis Land Corporation and that the property was originally conveyed to the Annapolis Land Corporation by deed dated March 13,1933 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 127 Folio 18; that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held on October 10, 1938 was $39.93, which also covered the taxes due on Lots 21 to 24 Section 63 at Green Haven.

3. That the description of the property as the same appeared on the tax rolls of the Treasurer of Anne Arundel County for the Third Election District on the day of the sale was:

> Annapolis Land Corporation
> Lots 46 to 52
> Green Haven

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That, according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of Anne Arundel County, the title to the aforesaid lots of ground were vested in the name of the Annapolis Land Corporation at the time of the tax sale; that C.E. Pierce and M.N. Pierce purchased said lots at the tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4406; that Joseph H. Pepper, late County Treasurer, conveyed the aforesaid property to C. E. Pierce and M. N. Pierce by deed dated

December 14, 1939 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 210 Folio 242, who, in turn, conveyed said lots to your Complainants by deed dated March 27, 1945 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 326 Folio 345.

5. That prior to the aforesaid tax sale, held on October 10, 1938, the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of Anne Arundel County, show that the title to the aforesaid lots was in the name of Charles L. Schubert and Frances Schubert, his wife, whose addresses are unknown and to whom title was conveyed by William J. Steiner and Grace A. Steiner, his wife, by deed dated June 7, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 34 Folio 369; that on May 3, 1927 Lots 45 to 53 inclusive, Section 67 Plat 2 of Outing Park were sold by C. Albert Hodges, Treasurer, for non-payment of taxes, in tax sale Proceedings No. 878 to Harry Ivrey, Raymond L. Moss, C. W. Smith and Joseph Lipman, who, in turn, conveyed Lots Nos. 45 to 52 inclusive to the Annapolis Land Corporation by deed dated March 13, 1933 as aforesaid.

6. That prior to the execution of the deed by Harry Ivrey, Raymond L. Moss, Charles W. Smith and Bessie E. Lipman to the Annapolis Land Corporation, as aforesaid, Raymond L. Moss executed a Deed of Trust to Charles F. Lee and Walter C. Moss, Trustees, as is more fully set out in the trust estate of R. L. Moss, Equity No. 6275 in the Circuit Court for Anne Arundel County; that the most recent Trustee in the trust estate of R. L. Moss is Eugene M. Childs, 192 Duke of Gloucester Street, Annapolis, Maryland, who was discharged by this Honorable Court on August 8, 1951.

7. That the aforesaid lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of sale of said property has expired; and that this

proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Sections 97 to 123 of Article 81 of the Annotated Code of Maryland, (1957 Edition).

8. The amount necessary for the redemption of the above entitled property is as follows:

Annapolis Land Corporation - Certificate No. 30338 $39.93

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest, penalties and costs, paid by the Complainants herein, subsequent to the date of sale of said property, as provided for under the provisions of the Acts of 1943 aforesaid, as amended.

9. That the Charter of the Annapolis Land Corporation was forfeited on February 14, 1936, and there are no records of the officers, directors or stockholders from which to determine their whereabouts, as indicated by a letter from the State Department of Assessments and Taxation, dated November 30, 1961, attached hereto marked "Complainants' Exhibit No. 2" and prayed to be made a part hereof.

10. That it appears that the whereabouts of the Respondents, Charles L. Schubert and Frances Schubert, his wife, are unknown, according to the assessment records of Anne Arundel County, on the date of the tax sale, and your Complainants prays for process directed to the aforesaid Respondents as if they were non-residents.

11. That it appears that the Respondent, Eugene M. Childs, herein is a resident of the State of Maryland and your Complainants pray for process to the aforesaid Respondent at his last known address as set forth above, as the address of the said resident Respondent.

12. That the Complainants pray for an Order of Publication directed to all parties in interest in the aforesaid property.

TO THE END THEREFORE,

(a) This Court pass a final Decree foreclosing all the rights of redemption of the Respondents herein in and to the aforesaid Lot Nos. 46, 47, 48, 49, 50 and 52, Section 67 Plat No. 2, Outing Park (also known as Green Haven) as shown on the Plat of Outing Park recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40.

(b) That the Court pass a final decree whereby there will be vested in the Complainants, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public assessments to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforementioned property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on a day set, not less than sixty days from the filing of this Bill of Complaint, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk,
Attorneys for Complainants
Towns-Worth Bldg., South St.
Annapolis, Maryland
Col. 3-4546

William J. Taylor
William J. Taylor

Christina Taylor
Christina Taylor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3 day of January 196 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Taylor and Christina Taylor, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Norman L. [illegible]
Notary Public

(Duplicate 2 4406)

Nº 3033-B CERTIFICATE OF TAX SALE

LIBER 137 PAGE 452

I, Edward M. Dunn Jr. successor to Joseph H. Lepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October Oct 10, 1938 I sold to L. E. & M. & M. Pierce at public auction for the sum of 39.93 Dollars and ____ Cents, of which 39.93 Dollars has been paid as a deposit on the property in Dist 3. described as Lots 21 to 24 Section 63, 46 to 52, situated at Green Haven.

and assessed to Annapolis Land Corp.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 21st day of October 19 61

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 21st day of October, 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. Young
Notary Public.

My Commission Expires May 6, 1963

FILED 1962 JAN -8 PM 11 35

"COMPLAINANT'S EXHIBIT NO. 7"

FOR VALUE RECEIVED,

We, the undersigned, hereby assign all of our right, title and interest in Lots Nos. 46 to 52 Section 67 situated at Green Haven also known as Outing Park unto William J. Taylor and Christina Taylor, his wife.

Witness our hands and seals this 4 day of December, 1961.

WITNESS:

Charles E. Pierce (SEAL)
C.E. Pierce

Norman C. Rowens

Margaret M. Pierce (SEAL)
M.M. Pierce

LIBER 137 PAGE 454

STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 WEST PRESTON STREET

BALTIMORE 1

ALBERT W. WARD
DIRECTOR

WILLIAM H. RILEY
CHIEF SUPERVISOR
OF ASSESSMENTS

November 30, 1961

Mr. William E. Kirk
Annapolis, Md.

Dear Sir:

In reply to your letter of November 28, 1961, we wish to advise that the charter of the ANNAPOLIS LAND CORPORATION was forfieted on February 14, 1936.

The officers and directors are listed on the Annual Tax Returns and we only keep a record of the returns for a period of five years.

Very truly yours,

Filyan Jacco

ls

FILED

1962 JAN -8 AM 11:35

"COMPLAINANT'S EXHIBIT NO. 2"

WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife, 527 South Dallas Street Baltimore 31, Maryland	*	NO. 14771 EQUITY
	*	IN THE
Complainants	*	CIRCUIT COURT
VS.		
CHARLES L. SCHUBERT and FRANCES SCHUBERT, his wife, Whereabouts unknown	*	FOR
And	*	ANNE ARUNDEL COUNTY
ANNAPOLIS LAND CORPORATION Its surviving Officers and Directors and its Stockholders Whereabouts unknown	*	
And	*	
EUGENE M. CHILDS, Substitute Trustee of the Trust Estate of Raymond L. Moss, 192 Duke of Gloucester Street Annapolis, Maryland, and All persons having or claiming to have any interest in Lot Nos. 46, 47, 48, 49, 50, 51 and 52 of Section 67 Plat No. 2 Outing Park, recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40 and situate in the Third Election District of Anne Arundel County, State of Maryland,	*	
Respondents	*	

* * * * *

LIBER 137 PAGE 455

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessor in title of the Complainant in these proceedings, and described as follows:

> Known and designated as Lot Nos. 46, 47, 48, 49, 50, 51 and 52, Section 67, Plat No. 2 of Outing Park (also known as Green Haven) recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40.

Being the same property that was conveyed to the Annapolis Land Corporation by deed dated March 13, 1933 and recorded among

the Land Records of Anne Arundel County in Liber W.M.B. No. 127 Folio 18 and sold for taxes by Joseph H. Pepper on October 10, 1938.

Being also part of the same property that was conveyed to Charles L. Schubert and Frances Schubert by deed dated June 7, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 34 Folio 369 and sold for taxes by C. Albert Hodges on May 3, 1927.

And being the same part which was conveyed to Raymond L. Moss et al by C. Albert Hodges, Treasurer, by deed dated January 29, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 1 Folio 118.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired,

It is thereupon, this 8th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of March, 1962, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell.
George T. Cromwell, Clerk

Copy of Order of Publication received this 9 day of January, 1962, for the Maryland Gazette.

PER: Helen C. Brown

10

In The Circuit Court For Anne Arundel County No. 14,771 Equity

WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife,
527 South Dallas Street
Baltimore 31, Maryland
Complainants

versus

CHARLES L. SCHUBERT and FRANCES SCHUBERT, his wife,
Whereabouts unknown

And

ANNAPOLIS LAND CORPORATION, Its surviving Officers and Directors and its Stockholders
Whereabouts unknown

And

EUGENE M. CHILDS, Substitute Trustee of the Trust Estate of Raymond L. Moss,
192 Duke of Gloucester Street,
Annapolis, Maryland, and
All persons having or claiming to have any interest in Lot Nos. 46, 47, 48, 49, 50, 51 and 52 of Section 67 Plat No. 2 Outing Park, recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40 and situate in the Third Election District of Anne Arundel County, State of Maryland,
Respondents

Order of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessor in title of the Complainant in these proceedings, and described as follows:

Known and designated as Lot Nos. 46, 47, 48, 49, 50, 51 and 52, Section 67, Plat No. 2 of Outing Park (also known as Green Haven) recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40.

Being the same property that was conveyed to the Annapolis Land Corporation by deed dated March 13, 1933 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 127 Folio 18 and sold for taxes by Joseph H. Pepper on October 10, 1938.

Being also part of the same property that was conveyed to Charles L. Schubert and Frances Schubert by deed dated June 7, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 34 Folio 369 and sold for taxes by C. Albert Hodges on May 3, 1927.

And being the same part which was conveyed to Raymond L. Moss et al by C. Albert Hodges, Treasurer, by deed dated January 29, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 1 Folio 118.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired,

It is thereupon, this 8th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice is given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of March, 1962, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumberances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 457

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed Order of Publication No. 14,771 Eq. Charles L. Schubert

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 11th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Telghman

Fri - 1 - 1962 - [illegible]

WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife, 527 South Dallas Street Baltimore 31, Maryland	*	NO. 14,771 EQUITY
Complainants	*	IN THE
VS.		
CHARLES L. SCHUBERT and FRANCES SCHUBERT, his wife, Whereabouts unknown,	*	CIRCUIT COURT
And	*	FOR
ANNAPOLIS LAND CORPORATION Its surviving officers and Directors and its Stockholders Whereabouts unknown	*	ANNE ARUNDEL COUNTY
And	*	
EUGENE M. CHILDS, Substitute Trustee of the Trust Estate of Raymond L. Moss, 192 Duke of Gloucester Street Annapolis, Maryland, and All persons having or claiming to have any interest in Lot Nos. 46, 47, 48, 49, 50, 51 and 52 of Section 67 Plat No. 2 Outing Park, recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40 and situate in the Third Election District of Anne Arundel County, State of Maryland,	*	
Respondents		

* * * * *

AFFIDAVIT OF EFFORT TO LOCATE RESPONDENTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this 16th day of March, , 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law, as follows:

That a search of the Land Records of Anne Arundel County, the records of the Register of Wills, the Equity and Law Records of Anne Arundel County and the Tax Rolls of Anne Arundel County failed to disclose an address for any of the following named Res-

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pondents, Charles L. Schubert, Frances Schubert, Annapolis Land Corporation, with the exception that the Tax Rolls with respect to the Annapolis Land Corporation were marked "Annapolis, Maryland c/o Henry Ivrey", the latter, according to information received, being deceased.

That a search of the Washington, Baltimore and Annapolis telephone directories failed to disclose an address for any of the following named Respondents, Charles L. Schubert, Frances Schubert and Annapolis Land Corporation.

That according to a letter dated November 30, 1961 from the State Department of Assessments and Taxation, there are no records of the officers and directors of the Annapolis Land Corporation, the Charter of which was forfeited on February 14, 1930.

AS WITNESS my hand and Notarial Seal.

William E. Kirk

Notary Public

WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife,	*	NO. 14771 EQUITY
Complainants	*	IN THE
VS.	*	CIRCUIT COURT
CHARLES L. SCHUBERT etal		
Respondents	*	FOR
	*	ANNE ARUNDEL COUNTY
* *	*	* *

LIBER 137 PAGE 460

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 printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 20 day of March, 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 the said Defendants.

Judge

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LIBER 137 PAGE 461

WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife	*	NO. 14,771 EQUITY
	*	IN THE CIRCUIT COURT
VS.		FOR
CHARLES L. SCHUBERT, et al	*	ANNE ARUNDEL COUNTY

* * * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition), as amended.

It is, thereupon, this 21st day of April, 1962, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> Lot Nos. 46, 47, 48, 49, 50, 51 and 52, of Section 67 Plat #2, Outing Park, recorded among the Plat Records of Anne Arundel County in Plat Book 13 Page 40.

and having been sold by the Treasurer of Anne Arundel County on October 10, 1938 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. Than an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all

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taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

D. Boone Duckett
Judge

LIBER 137 PAGE 463

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
AGNES THOMPKINS and WAYNE W. THOMPKINS, her Son	*	ANNE ARUNDEL COUNTY No. 14,758 Equity

* * * * * * * * *

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

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PETITIONER'S EXHIBIT "A"

City-County Form.

LIBER 137 PAGE 464 LIBER 1148 PAGE 37 No. 14,757 Equity

This Mortgage, Made this 29th day of August, in the year one thousand, nine hundred and fifty-seven --------, between AGNES THOMPKINS and WAYNE W. THOMPKINS, her son, ----------

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

WHEREAS, said Mortgagor s, being member s of said body corporate, ha ve received therefrom an advance of SIXTY ONE HUNDRED FIFTY ----------($6150.00)-------- Dollars, being part of the purchase money for the property hereinafter described.

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

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

(A) of the sum of FIFTY TWO AND 00/100----------($52.00)---------- Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of THIRTEEN AND 00/100----------($13.00)---------- Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING laid out and designated as Lots Nos. 19, 20 and 21, in Section 27, of Riviera Beach, with a total frontage of about fifty-six feet on Roland Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1 folio 26, now in new Plat Book No. 1 folio 25. Said property being at the intersection of Roland and Park Roads.

BEING the same lots of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto were granted and conveyed by ROWILL TITLE HOLDING CORPORATION to AGNES THOMPKINS and WAYNE W. THOMPKINS, her son, the within Mortgagors

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A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of the Mortgage.

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

TO HAVE AND TO HOLD the said 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; subject to the payment of the yearly rental of $ 90.00 ; payable in equal semi-annual instalments on the 29th days of February and August in each and every year.

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

And the said Mortgagor s for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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 Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that, should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagor s in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor s do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission 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 whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Herbert E. Muse

Agnes Thompkins (SEAL)
AGNES THOMPKINS

Wayne W. Thompkins (SEAL)
WAYNE W. THOMPKINS

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LIBER 137 PAGE 467

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1148 PAGE 40

I HEREBY CERTIFY that on this 29th day of August, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City aforesaid~~ County, personally appeared AGNES THOMPKINS and WAYNE W. THOMPKINS, her son - ---------- 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 E. Taylor Boden, ~~President~~ Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth., and that he is Agent of said Mortgagee, duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

Herbert E. Muse Notary Public.

My commission expires May 4th, 1959.

HERBERT E. MUSE NOTARY PUBLIC BALTIMORE, COUNTY

Rec'd for record Sept. 3, 1957 at 1.40 P.M.

Mailed to The Security Title Guarantee Corp. of Balto.

(4) N

MORTGAGE

FROM

AGNES THOMPKINS and WAYNE W. THOMPKINS, her son

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Roland & Park Road

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Records of

and examined per

Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 SEP -3 PM 4 40 & RECORDED IN LIBER GTC NO. 1148 FOLIO 37 GEO. T. BROWNELL, CLERK

Cost of Record, $ 1350

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

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

The Daily Record Company, Baltimore, Md.

FILE No. 35074

WRITTEN BY

FORM APPROVED

READY FOR RECORD

LIBER 137 PAGE 468

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
AGNES THOMPKINS and	*	ANNE ARUNDEL COUNTY
WAYNE W. THOMPKINS, her Son	*	No. 14,758 Equity

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Agnes Thompkins and Wayne W. Thompkins, her Son, to Fraternity Federal Savings and Loan Association dated August 29, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148, Folio 37.

Agnes Thompkins et al
Lots 19-20-21 Rolling and
Park Roads, Riviera Beach
Pasandena, Maryland

December 20, 1961

Original Loan	$6,150.00
Interest through December	1,491.90
Late Charges	2.60
Ground Rents	360.00
Sanitary Charges	101.52
Taxes	404.41
Fire Insurance	85.91
	$8,596.34
Less payments	3,389.57
	$5,206.77

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 20th 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert R. Moore
Notary Public

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1961 DEC 28 AM 11 03

Bond no. 75 39 887 (14758

Fidelity and Deposit Company

LIBER 137 PAGE 469 HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 11 PAGE 216

No. 14758 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 ($6,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 23rd day of January in the year of our Lord 1962

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Agnes Thompkins and Wayne W. Thompkins, her son to Fraternity Federal Savings and Loan Association bearing date the 29th day of August, 1957 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1148 Folio 37 and William C. Rogers is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore As to

HERBERT C. MOORE

William C. Rogers (SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diane E. Anthony

Diane E. Anthony *As to Surety*

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

MD3228a—500.10-57—147555
Mortgagee's or Attorney's Bond

Bond approved this 25th day of January, 1962

George T. Cromwell, Clerk

1962 JAN 25 PM 1:09

7.

14753

LIBER 137 PAGE 470

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
AGNES THOMPKINS and	*	ANNE ARUNDEL COUNTY
WAYNE W. THOMPKINS, her Son	*	

* * * * * * * * *

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

On this day of ~~December~~ JANUARY, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Agnes Thompkins and Wayne W. Thompkins, her Son, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Agnes Thompkins and Wayne W. Thompkins, her Son, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

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1962 JAN 25 PM 1:09

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

At Riviera Beach

Under and by virtue of the power of sale contained in a Mortgage from Agnes Thompkins and Wayne W. Thompkins, her son, to Fraternity Federal Savings and Loan Association, dated August 29, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1148, folio 37, the undersigned will offer for sale at public auction, on the premises, on Roland Road at Park Road, Riviera Beach, on

Sat., Jan. 27, 1962
at 11 A.M.

Those lots of ground designated as Lots No. 19, 20 and 21 in Section 27 of Riviera Beach, with a total frontage of about 56 feet on Roland Road as shown on Plat recorded in Plat Book No. 1, page 25. IMPROVED by a one and one-half story frame dwelling, with basement. Subject to $90 ground rent.

For full particulars see Evening Capital, January 5, 12, 19 and 26 issues.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
Baltimore, Md.
ROBERT H. CAMPBELL
Auctioneer J-25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 471

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1962

We hereby certify, that the annexed

Attorney's Sale

Agnes Thompkins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 27th day of January, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 25107 JAN 29 PM 2:33

9

LIBER 137 PAGE 472

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
AGNES THOMPKINS and WAYNE W. THOMPKINS, her Son	*	No. 4,758 Equity

* * * * * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots 19, 20 and 21 on Roland Road & Park Road, Riviera Beach, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, January 27, 1962, at 11 A.M. attend on the premises and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $ 4,700.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 29th day of January, 1962 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE Notary Public

FILED
1962 FEB -1 PM 3:49

10

LIBER 137 PAGE 473

Legal Notice

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT RIVIERA BEACH

Under and by virtue of a power of sale contained in a Mortgage from Agnes Thompkins and Wayne W. Thompkins, her son, to Fraternity Federal Savings and Loan Association, dated August 29, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148, folio 37, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, on Roland Road at Park Road, Riviera Beach, on

Saturday, Jan. 27, 1962 at 11 A. M.

Those lots of ground in the 3rd Election District of Anne Arundel County, being laid out and designated as Lots Nos. 19, 20 and 21, in Section 27 of Riviera Beach, with a total frontage of about 56 feet on Roland Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No.. 1, folio 26, now in Plat Book No. 1, folio 25. Said property being at the intersection of Roland and Park Roads. Being the same property conveyed to said Mortgagors by the Bowill Title Holding Corporation, by Deed of Assignment dated August 29, 1957, recorded in Liber G.T.C. No. 1148, folio 35.

Subject to an annual ground rent of $90; subject also to pole agreements and restrictions of record.

IMPROVEMENTS: One and one-half story frame dwelling, with basement.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Md.

ROBERT H. CAMPBELL
Auctioneer

J-26

LIBER 137 PAGE 474

RE: Lots 19, 20, 21 Roland and Park Roads
Riviera Beach, Anne Arundel County

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 27th day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas J. Stoddard, President of Fraternity Federal Savings and Loan Association, purchaser of said property at the foreclosure sale in this case and made oath in due form of law that Fraternity Federal Savings and Loan Association is the purchaser of said property as principal and not as agent and they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY: Thomas J. Stoddard, President
PURCHASER
THOMAS J. STODDARD, President

Herbert C. Moore
HERBERT C. MOORE NOTARY PUBLIC

FILED
1962 FEB -1 PM 3:49

12

ROBERT H. CAMPBELL - - - - Auctioneer

WINSON G. GOTT, JR., Attorney LIBER 137 PAGE 475
Lee Building, Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE

IMPROVED

Leasehold Property

AT RIVIERA BEACH

Under and by virtue of a power of sale contained in a Mortgage from Agnes Thompkins and Wayne W. Thompkins, her son, to Fraternity Federal Savings and Loan Association, dated August 29, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148, folio 37, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, on Roland Road at Park Road, Riviera Beach, on

Saturday, January 27, 1962

at 11 A.M.

Those lots of ground in the 3rd Election District of Anne Arundel County, being laid out and designated as Lots Nos. 19, 20 and 21, in Section 27 of Riviera Beach, with a total frontage of about 56 feet on Roland Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W. M. B. No. 1, folio 26, now in Plat Book No. 1, folio 25. Said property being at the intersection of Roland and Park Roads. Being the same property conveyed to said Mortgagors by the Rowill Title Holding Corporation, by Deed of Assignment dated August 29, 1957, recorded in Liber G.T.C. No. 1148, folio 35.

Subject to an annual ground rent of $90; subject also to pole agreements and restrictions of record.

IMPROVEMENTS: One and one-half story frame dwelling, with basement.

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

WILLIAM C. ROGERS,
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Md.

FILED

1962 FEB -8 AM 11:14

17 25

LIBER 137 PAGE 476

I hereby certify that I have this 27th day of January, 1962, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - - - - at and for the sum of Four Thousand Seven Hundred Dollars ($4700) , it being at that figure the highest bidder the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I do certify that Fraternity Federal Savings and Loan Association - - - - - - - - - - - - - - has on this 27th day of January, 1962, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Four Thousand Seven Hundred Dollars ($4,700.00) - - and it hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

By

FILED

1962 FEB -8 AM 11:14

13

ORDER NISI

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

AGNES THOMPKINS and WAYNE W. THOMPKINS, her son

LIBER 137 PAGE 477

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,758 Equity

Ordered, this 1st day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage

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

The report states that the amount of sale was $ 4,700.00

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM C. ROGERS, Atty.

(Final Order)

Evening Capital (For February 3rd Edition)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

AGNES THOMPKINS and WAYNE W. THOMPKINS, her son

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of March, 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 MAR 19 PM 2:22

14

Legal Notice

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT RIVIERA BEACH

Under and by virtue of a power of sale contained in a Mortgage from Agnes Thompkins and Wayne W. Thompkins, her son, to Fraternity Federal Savings and Loan Association, dated August 29, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148, folio 37, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, on Roland Road at Park Road, Riviera Beach, on

Saturday, Jan. 27, 1962 at 11 A. M.

Those lots of ground in the 3rd Election District of Anne Arundel County, being laid out and designated as Lots Nos. 19, 20 and 21, in Section 27 of Riviera Beach, with a total frontage of about 56 feet on Roland Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now in Plat Book No. 1, folio 25. Said property being at the intersection of Roland and Park Roads. Being the same property conveyed to said Mortgagors by the Rowill Title Holding Corporation, by Deed of Assignment dated August 29, 1957, recorded in Liber G.T.C. No. 1148, folio 35.

Subject to an annual ground rent of $90; subject also to pole agreements and restrictions of record.

IMPROVEMENTS: One and one-half story frame dwelling, with basement.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Md.

ROBERT H. CAMPBELL
Auctioneer

J-26

No 15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 478

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 1962

We hereby certify, that the annexed

Attorney's Sale 14,758

Agnes Thompkins

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of January, 1962. The first insertion being made the 5th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 MAR 15 PM 4:18

By Hazel Tilghman

OFFICE OF

LIBER 137 PAGE 479 *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EQUITY NO. 14,758
WILLIAM C. ROGERS, Attorney named in Mortgage
VERSUS
AGNES THOMPKINS and WAYNE W. THOMPKINS, her son

Ordered, this 1st day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of March next.

The report states that the amount of sale was $4,700.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk
F-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 14,758
Agnes Thompkins

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of March, 1962. The first insertion being made the 31st day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 27525 1962 MAR 12 AM 10:24 By Hazel Tilghman

16.

In the Case of

WILLIAM C. ROGERS

ATTORNEY NAMED IN MORTGAGE

VS.

AGNES THOMPKINS and

WAYNE W. THOMPKINS, her son

LIBER 137 PAGE 480

In the

Circuit Court

For

Anne Arundel County

NO. 14,758 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.

The Auditor hereby certifies that he has this day mailed to every party and to every person who has filed a claim to the proceeds of sale in these proceedings the notices required by Maryland Rulex 595(g).

All of which is respectfully submitted.

April 6, 1962

John H. Hopkins, IV **Auditor.**

FILED

1962 APR -6 PM 3:44

17

Dr. William C. Rogers, Attorney named in Mortgage vs. Agnes Thompkins and Wayne W. Thompkins, herx son

in ac.

To Attorney for Fee, Viz:	200	00		
To Attorney for Commissions, viz:	171	48	371	48
To Attorney for Court Costs, Viz:				
Plaintiff's Solicitors Appearance Fee	10	00		
Clerk of Court - Court Costs	28	00		
Auditor - stating this account	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - Advertising sale	84	00		
Capital-Gazette Press - Order Nisi (Sale)	15	00		
Speer Publications - Handbills	14	06		
Fidelity & Deposit Company - Bond premium	24	00		
Robert H. Campbell - Auctioneer fee	35	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
1962 County & State taxes - 1/1/62 to 1/27/62	8	10		
Ground rent - 4 months and 28 days	37	00		
Herbert C. Moore - Notary Fees	2	00	227	41
To Fraternity Federal Savings And Loan Association				
Mortgagee - this balance on account of Mortgage				
Claim	4,056	71	4,056	71
			4,716	10
Amount of Mortgage Claim filed	5,206	77		
Interest on Principal balance of $5,206.77 from 1/1/62 to 4/21/62 - 110 days @ 6%	94	04		
	5,300	81		
CR, Amount allowed above	4,056	71		
Balance subject to Decree in Personam	1,244	10		

12

with William C. Rogers, Attorney named in Mortgage LIBER 137 PAGE 482 Cr.

1962				
Jan.	27	Proceeds of sale	4,700 00	
		Interest on purchase money ($4,200.00) from 1/27/62 to 2/19/62	16 10	4,716 10
				4,716 10

19

LIBER 137 PAGE 483

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 24th day of April, 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 APR 24 PM 3:17

George T. Cromwell, Clk
per [illegible] Deputy.

LIBER 137 PAGE 484

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MELVIN DENNIS GRAVEN AND ALMA M. GRAVEN, HIS WIFE	:	(In Equity) No. 14,629

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 Melvin Dennis Graven and Alma M. Graven, his wife to Baltimore Federal Savings and Loan Association, dated May 20th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1205 folio 291.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 OCT -6 AM 9:06

VA Form VB4-6518 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1205 PAGE 291

MARYLAND

LIBER 137 PAGE 485

No. 14,629. Equity

MORTGAGE

THIS MORTGAGE, made this 20th day of May, A. D. 1958, by and between MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND FOUR HUNDRED TWENTY and 00/100ths Dollars ($ 14,420.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three fourths per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-FIVE and 23/100ths Dollars ($ 75.23), commencing on the first day of July, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~[illegible]~~ May 19, 1988, ~~[illegible]~~. 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 Lot 4, Block T, as designated and shown on a plat entitled "Kings Heights, Section #3" dated October 1956, by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 3. Located in Fourth Election District. The improvements thereon being known as 307 Queen Anne Avenue.

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

FILED

1961 OCT -6 AM 9:07

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

2

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

Washer

Dryer

Refrigerator

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in Fee Simple.

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

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

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

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

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

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

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

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items 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 and 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

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

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

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

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

Witness:

Robert F. Nayden
ROBERT F. NAYDEN

Melvin Dennis Graven [SEAL]
Melvin Dennis Graven

[SEAL]

Alma M. Graven [SEAL]
Alma M. Graven

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1205 PAGE 295

I HEREBY CERTIFY, That on this 20th day of May, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, 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.

1500

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record May 21 1958 at 11 05 A.M.
Mailed to The Colonial Title Guarantee Co.

Action No. 47518
Filed by JEM
Examined by
Ready for Record

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
MELVIN DENNIS GRAVEN AND
ALMA M. GRAVEN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MELVIN DENNIS GRAVEN AND

ALMA M. GRAVEN, HIS WIFE

IN THE

LIBER 137 PAGE 489

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,629.

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Melvin Dennis Graven and Alma M. Graven, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **20th** day of **May, 1958** and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1205** Folio **291** .

Amount of Mortgage	**$14,420.00**
Less - amount paid on principal	**494.98**
	13,925.02
Plus - interest to 11/15/61	**854.40**
	14,779.42
Plus - overdraft in expense account	**30.86**
	14,810.28

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **5th** 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 -6 AM 9:07

Clara M. Link

Clara M. Link Notary Public

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LIBER 137 PAGE 490

WALTER S. CALWELL, Attorney Named in Mortgage

vs.

MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, his wife

* IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

No 14,629 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan and Calwell, respectfully represents:

1. That Melvin Dennis Graven and Alma M. Graven, his wife, the Defendants herein are now the record title owners of fee simple property situate in Anne Arundel County, known as No. 307 Queen Anne Avenue, having purchased said property by deed dated May 20, 1958 from Cordelle Construction Company, Inc., duly recorded among the Land Records of Anne Arundel County, for the purchase price of $14,760.00, which was financed by a purchase money mortgage for $14,420.00 executed, dated and delivered on May 20, 1958 by the Defendants to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1205 folio 291, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from September, 1960 to October, 1961, a period of fourteen months, representing a total arrearage of $1,327.90, and the present unpaid principal indebtedness due on said mortgage is $14,810.28, which exceeds the original principal amount of the aforesaid mortgage and purchase price of said property.

3. That the payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to

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Melvin Dennis Graven, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration on said mortgage, in connection with the claim procedure of the Veterans Administration, and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans Administration incident to their guaranty of said mortgage.

4. That foreclosure proceedings on the aforementioned mortgage were instituted on behalf of your Petitioner on October 6th, 1961 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Melvin Dennis Graven, RA 19 253 277, whose rank is Sergeant First Class, is now in the Military Service of the United States Army, stationed at Headquarters Company, 6th Armored Cavalry Regiment, Fort Knox, Kentucky, and whose mailing address is known to be 13320 Tennis Boulevard, Valley Station, Kentucky, and that Melvin Dennis Graven was in the Military Service of the United State Army on May 20, 1958, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Melvin Dennis Graven is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, certified at the direction of the Adjutant General, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit No. 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said Melvin Dennis Graven is in the military service of the United States.

6. That an act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended, "U. S. Code, Title 50, required consideration and authorization by this Honorable Court for continuance of

the foreclosure proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Attorney named in Mortgage, Petitioner

Callahan and Calwell, Solicitors

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 19th day of October, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

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

Robert F. Vavrina, Notary Public

ORDER

It is this 14th day of ~~October~~ November, 1961, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that James B Lyons. Jr be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 1st day of Dec, 1961, provided a copy of this Petition and Order be served on the Defendants or on James B. Lyons. Jr Attorney for the Defendants on or before the 1st day of Nov, , 1961.

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1961 NOV 15 PM 3:54

Judge

9

Plaintiff's Exhibit No. B LIBER 137 PAGE 493 cgw/S

CERTIFICATE FOR USE UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

TO ALL WHOM IT MAY CONCERN:

LAST NAME - FIRST NAME - MIDDLE NAME AND SERVICE NUMBER OR OTHER IDENTIFYING DATA

GRAVEN, Melvin Dennis, RA 19 253 277

SEE REVERSE SIDE

CERTIFICATE A [X] — The above named individual is currently in the Military Service of the United States Army.

DATE AND PLACE OF ENTRY INTO SERVICE: 19 December 1960 for six (6) years. Fort George G. Meade, Maryland

GRADE ON ENTRY: SFC

HOME ADDRESS AT TIME OF ENTRY: 2343 N. E. 148th Street, Portland, Oregon

CURRENT MONTHLY BASE PAY: $ 310.00

CURRENT GRADE AND DUTY ASSIGNMENT: Sergeant First Class, Headquarters Company, 6th Armored Cavalry Regiment, Fort Knox, Kentucky

CERTIFICATE B [ ] — The above named individual was in the Military Service of the United States Army.

PLACE OF ENTRY INTO SERVICE

DATES IN SERVICE — FROM / TO

GRADE ON ENTRY

LAST GRADE AND DUTY ASSIGNMENT

HOW ENTERED SERVICE *(Induction, enlistment, etc.)*

HOME ADDRESS AT TIME OF ENTRY

HOW RELEASED FROM SERVICE

[ ] DISCHARGED [ ] DEATH [ ] OTHER *(Specify)*

PLACE OF SEPARATION

CERTIFICATE C [ ] — The above named individual(s) is/are not currently in the Military Service of the United States Army.

CERTIFICATE D [ ] — The above named individual(s) has/have not been in the Military Service of the United States Army since 27 August 1940.

CERTIFICATE E [ ] — The above named individual(a) was/were not in the Military Service of the United States Army from to

REMARKS

CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT(S) SET FORTH IN *CERTIFICATE* A [X] ARE CORRECT CONCERNING THE MILITARY SERVICE OF THE ABOVE NAMED INDIVIDUAL(S) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 601, ACT OF CONGRESS APPROVED MARCH 8, 1918, AS EXTENDED AND AMENDED BY SECTION 4, ACT OF AUGUST 27, 1940 *(Public Resolution No. 96 - 76th Congress)*; AND SECTION 13, ACT OF SEPTEMBER 18, 1940 *(Public Law No. 783 - 76th Congress)*; OR SECTION 801, ACT OF OCTOBER 17, 1940 *(Public Law No. 861 - 76th Congress)*.

GIVEN AT [X] WASHINGTON, D.C., [ ] ST. LOUIS, MO., OFFICE OF THE ADJUTANT GENERAL, THIS 25th DAY OF September ONE THOUSAND NINE HUNDRED AND sixty-one.

J. K. McNaughton
ADJUTANT GENERAL

TO:
Callahan and Calwell
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

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1961 NOV 13 PM 3:28

10

TAGO FORM 1 APR 51 183 — REPLACES EDITION OF 1 OCT 50, WHICH IS OBSOLETE. — GPO 910602

LIBER 137 PAGE 494

Date of Entry
11 June 1946
29 March 1951
18 March 1955

Date of Separation
28 March 1951
17 March 1955
18 December 1960

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (In Equity)
MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, his wife	*	

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of October, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County of Baltimore, personally appeared Walter S. Calwell, Attorney named in Mortgage, and made oath in due form of Law that Melvin Dennis Graven, one of the Defendants against whom foreclosure proceedings were instituted, is in the Military Service of the United States, and that Alma M. Graven, his wife, the other Defendant against whom foreclosure proceedings were instituted, is not in the Military Service of the United States, or of any Nation with which the United States is allied, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corp, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by the Adjutant General of the United States Army.

Walter S. Calwell

Walter S. Calwell - Affiant

Robert F. Vavrina, Notary Public

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

Service admitted this 13th day of November 1961

James B Lyons Jr
Atty for dft

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1961 NOV 13 PM 3:28

LIBER 137 PAGE 495

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, his wife	*	(Inequity) #14,629
*	*	*

ANSWER TO PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of JAMES B. LYONS, JR., Attorney for Defendantsin this cause, respectfully says:

1. That he was appointed by this Honorable Court onthe 14th day of November, 1961, to represent the said Defendants.

2. That he advised the Defendants, MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, his wife of these proceedings by certified mail dated November 17, 1961 and also by regular mail dated November 17,1961, copies of letters being attached hereto as Defendants' Exhibit "A" and "B", and that thereafter he received a letter from Mrs. & Mr. Graven, a photostatic copy of which is attached hereto as Defendants EXhibit "C" , and he investigatedmatters set forth in said letter, and on November 28, 1961 by air mail headvised Sergeant & Mrs. Graven of his findings in connection therewith and requested that an answer be given him promptly so that an Answer to this Honorable Court could be filed no later than December 1, 1961. No answer has been received to said letter. Said letter attached as Defendants' Exhibit "D".

AND, AS IN DUTY BOUND, ETC.

James B. Lyons, Jr.

James B. Lyons, Jr.
Attorney for Defendants
24 E. 25th Street (18)
CH. 3 - 1730

I HEREBY CERTIFY, That copy of the within Answer was mailed to Callahan and Calwell, Attorneys for Plaintiff, Baltimore FederalBldg., Baltimore 2, Maryland, this 1st day of December, 1961.

James B. Lyons, Jr.

FILED

1961 DEC -4 AM 11:09

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

12

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

November 17, 1961

REGULAR MAIL

Mr. Melvin Dennis Graven &
Mrs. Alma M. Graven
13320 Tennis Boulevard
Valley Station, Kentucky

RE: 307 Queen Anne Avenue

Dear Sir and Madam:

The Circuit Court for Anne Arundel County has appointed me as Counsel for you in the foreclosure sale instituted by the Baltimore Federal Savings and Loan Assn.

I am enclosing herewith a copy of the Petition for Foreclosure. You will note that I must file my answer prior to the 1st day of December, 1961. If you have any defense to this Petition for Foreclosure, please contact me at once stating the grounds upon which you rely for your defense.

Very truly yours,

James D. Lyons, Jr.

L/cj
Enc.

No. 523300

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO
MR. MELVIN DENNIS GRAVEN &
MRS. ALMA M. GRAVEN
STREET AND NO. 13320 Tennis Blvd.
CITY AND STATE Valley Station, Kentucky

POSTMARK OR DATE

If you want a return receipt, check which ☐ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here ☐ 20¢ fee

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

LOUISVILLE KY NOV 19 4:30 PM 1961

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested in Item #1)

4609-B

FILED

1961 DEC -4 AM 11:09

DEFENDANTS' EXHIBIT "A"

LIBER 137 PAGE 497

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

November 17, 1961

REGULAR MAIL

Mr. Melvin Dennis Greven &
Mrs. Alma M. Greven
19320 Tennis Boulevard
Valley Station, Kentucky

RE: 307 Queen Anne Avenue

Dear Sir and Madam:

The Circuit Court for Anne Arundel County has appointed me as Counsel for you in the foreclosure sale instituted by the Baltimore Federal Savings and Loan Assn.

I am enclosing herewith a copy of the Petition for Foreclosure. You will note that I must file my answer prior to the 1st day of December, 1961. If you have any defense to this Petition for Foreclosure, please contact me at once stating the grounds upon which you rely for your defense.

Very truly yours,

James B. Lyons, Jr.

L/cj
Enc.

FILED

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14

DEFENDANTS' EXHIBIT "B"

Dear Sir.

Recieved your letter with forclosure notice.
I am trying to give you some facts about the situation the way it happened. You then can see what you can do about saving it. The house has been rented since 1959 at that time we were 13 mortage Payments of $95.00 in error. He then rented the house and payed the Balt. Federal $150.00 p. month for 6 months as Mr. Colvay agreed. He told us at that time that he could then renew our mortage so we would be up to date. But this was never done. We were then told to just keep paying the regular payments. Wich was done by the Realtor we appointed Mr. Doyle, with Rhoda C. Hughes ~~Real~~ Realty Co. During this time Mr. Doyle was handling the rental and Payments on the house. Then Balt. Fed. or someone from Balt. Fed. called Mr. Doyle and told him not to make the payments for 2 months. So when we heard from him about this we called long Distance and told him to go and

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1961 DEC -4 AM 11:09

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DEFENDANTS' EXHIBIT "C"

Lock with the Bank, as we thought something just didnt seem right. So when Mr. Dayle called the bank they told him we were 2 months more behind on Payments. He then took both months rent out of our Escro account and mailed it to Balt. Fed. wich was $190.00. This whole situation has been so mixed up since we had to move our Post at Ft. Meade. And we have not been able to straighten things out since we got transfered to here. We could not put anny more money to it since we have a large fam. and could not afford rent an place here and add to the house in Aberdow. We know for a fact that the house has been rented and Balt. Federal has recieved monthly Payments.

These are the facts Sir, we dont know if you can give us anny help but appriciate anny effort on yours part. We had to get another Realtor sometime back and ask Mr. Daniel Devine to handle our Property and he had agreed to do so.

For the last 4 month although we had not heard a word.
Now if Balt. Fed. or V.A. insists on this forclosure, when we recieve our final Statement, we will have to ~~of~~ file full Bankruptcy.
So if there is no other way out please send final bill.
Also if you can defend us and have any other questions please let us know as soon as possible.
Also please check the Estcrow Acc. at Balt. Federal there should be almost enough in it to make up all default payments.
Hoping for your help in this matter
we remain yours truly
S.F.C. Mrs. M.D. Graven [signature]
4609A Prichard Place
Ft. Knox Ky.

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Air Mail

LIBER 137 PAGE 501

November 28, 1961

SFC & Mrs. M. D. Gravon
4608A Prichard Place
Ft. Knox, Kentucky

RE: 307 Queen Anne Avenue

Dear Sergeant & Mrs. Gravon:

I received your letter concerning the foreclosure of the mortgage on the property 307 Queen Anne Avenue in Anne Arundel County, Maryland; and checking the records of Baltimore Federal, find that the following is the situation:

That the total arrearages through October , 1961 are $1527.90, the monthly payments due from December, 1960 through June, 1961 were at the rate of $85.00 per month, and from July, 1961 on at the rate of $94.00 per month. The last payment was received however in August, 1960. The balance in the escrow is zero and an overdraft showing that they have paid out more money than they have received of $30.58 now is in said account.

From the aforegoing, it would appear that no payments have been made by [redacted] company since August , 1960; and it probably would be wise for you to check with them as to just what has happened to the money.

I would appreciate a prompt reply as time is running out on this matter. My answer must be filed no later than Friday, December 1, 1961.

Very truly yours,

James B. Lyons, Jr.

L/ej

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1961 DEC -4 AM 11:09

DEFENDANTS' EXHIBIT "D"

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LIBER 137 PAGE 502

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY.
MELVIN DENNIS GRAVEN and ALMA M. GRAVEN, his wife	*	(In Equity)
	*	No. 14,629

ORDER

The Defendants, Melvin Dennis Graven and Alma M. Graven, his wife, having failed to show cause as required by the Order of this Court, dated November 14, 1961, although it appears that a copy was served on James B. Lyons, Jr., Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer;

It is this 22nd day of December, 1961, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney Named in Mortgage, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Attorney Named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

APPROVED:

O. Bruce Duckett
Judge

James B. Lyons, Jr.
James B. Lyons, Jr., Attorney
for Defendants

FILED

1961 DEC 26 AM 10:57

19

No 14629 Equity

Mortgagee and Attorney's Bond.

1-369

LIBER 11 PAGE 231

LIBER 137 PAGE 503

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 339955

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND, NINE HUNDRED AND NO/100 ($14,900.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 31st day of January in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Melvin Dennis Graven and Alma M. Graven, his wife to Baltimore Federal Savings & Loan Association bearing date the 20th day of May nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1205, Folio 291, and

is about to sell the land and premises described in said Mortgage, 307 Queen Ann Ave. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~XXXXX~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 FEB -5 PM 2:42

Bond approved this 5th day of February 1962
George T. Cromwell
Clerk

20

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Melvin Dennis Graven and Alma M. Graven, his wife to Baltimore Federal Savings and Loan Association, dated May 20th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.TC. No. 1025 folio 291 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, February 6th, 1962 At 3:15 P.M.

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton, and described as follows: —

BEING Lot 4, Block T, as designated and shown on a plat entitled "Kings Heights, Section No. 3" dated October 1956, by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 3. Located in Fourth Election District. The improvements thereon being known as 307 Queen Anne Avenue.

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

Subject to any restrictive covenants, and—or Utility Agreements of record, affecting the property

The improvements consist of a one story frame and brick bungalow, containing 6 rooms (3 bedrooms) 1½ bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purhcaser 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 County transfer tax, if any, shall be borne by the purchaser.

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

F-1

21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 504

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed Attorney's Sale 14,629 Melvin Dennis Graven

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 FEB 5 PM 4:08

By Hazel Tilghman

LIBER 137 PAGE 505

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
MELVIN DENNIS GRAVEN AND ALMA M. GRAVEN, HIS WIFE	:	
	:	No. 14,629

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 20th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1205 folio 291 from said Melvin Dennis Graven and Alma M. Graven, 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 6th day of February, 1962 at 3.15 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot 4, Block T, as designated and shown on a Plat entitled "Kings Heights", Section #3, dated October 1956, by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 3, the improvements whereon are known as No. 307 Queen Anne Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 FEB -8 AM 10:20

22

CALLA[illegible]AN AND [illegible]LWE
Solicitors
Baltim[illegible]re Federa[illegible]uilding
Baltimore 2,

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Melvin Dennis Graven and Alma M. Graven, his wife to Baltimore Federal Savings and Loan Association, dated May 20th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1025 folio 291 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, February 6th, 1962 At 3:15 P.M.

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton, and described as follows: —

BEING Lot 4, Block T, as designated and shown on a plat entitled "Kings Heights, Section No. 3" dated October 1956, by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 3. Located in Fourth Election District. The improvements thereon being known as 307 Queen Anne Avenue.

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

Subject to any restrictive covenants, and—or Utility Agreements of record, affecting the property

The improvements consist of a one story frame and brick bungalow, containing 6 rooms (3 bedrooms) 1½ bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purhcaser 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 County transfer tax, if any, shall be borne by the purchaser.

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

F-1

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand five Hundred ($13,500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of February, 1962 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

LIBER 137 PAGE 507

WALTER S. CALWELL, Attorney Named in Mortgage [redacted]	:	
	:	IN THE
VS.	:	CIRCUIT COURT [redacted] FOR ANNE ARUNDEL COUNTY [redacted]
MELVIN DENNIS GRAVEN AND ALMA M. GRAVEN, HIS WIFE	:	(In Equity)
	:	No. 14,629

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 7th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/~~are~~ the purchaser and purchased same as principal and not as agent for anyone, and that it has/~~have~~ not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser
Charles E. Williams, Vice President

Clara M. Link
Clara M. Link Notary Public

FILED

1962 FEB -8 AM 10:20

24

ORDER NISI

LIBER 137 PAGE 508

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

MELVIN DENNIS GRAVEN and

ALMA M. GRAVEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,629 Equity

Ordered, this 8th day of February, 19 62, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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 19th day of March next.

The report states that the amount of sale was $ 13,500.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. Md. Gazette (For February 15th Edition)

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

MELVIN DENNIS GRAVEN and

ALMA M. GRAVEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20 day of March, 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.

V. Bowen Duckett

JUDGE.

FILED

1962 MAR 20 PM 12:04

25

LIBER 137 PAGE 509

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,629 Equity
Walter S. Calwell,
Attorney Named in Mortgage
versus
MELVIN DENNIS GRAVEN and
ALMA M. GRAVEN, his wife

Ordered, this 8th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of 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 19th day of March next.

The report states that the amount of sale was $13,500.00

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,629

Melvin Dennis Graven

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of March, 1962. The first insertion being made the 15th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 28542 1962 MAR 15 PM 4:17 By Hazel Tilghman

25

In the Case of LIBER 137 PAGE 510

Walter S. Calwell,
Attorney named in Mortgage

VS.

Melvin Dennis Craven and
Alma M. Craven, his wife

In the

Circuit Court

For

Anne Arundel County

NO. 14,629 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.

The Auditor hereby certifies that he has this day mailed to every party and to every person who has filed a claim to the proceeds of sale in these proceedings the Notices required by Maryland Rule 595(g).

All of which is respectfully submitted.

April 6, 1962

John H. Hopkins, IV **Auditor.**

FILED

1962 APR -6 PM 3:44

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Melvin Dennis Graven and Alma M. Graven, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	438	04	488	04
To Attorney for Court costs, viz:				
Plaintiffs Solicitors appearance fee	10	00		
Defendants Solicitors appearance fee	10	00		
Defendants Solicitors Attorneys fee (Court Order)	50	00		
Clerk of Court - Court costs	33	50		
Auditor - Stating this account	22	50	126	00
To Attorney for expenses, viz;				
Capital-Gazette Press - Advertising sale	64	76		
Capital-Gazette Press - Order Nisi (Sale)	15	00		
New Amsterdam Casualty Co. - Bond premium	59	60		
E. T. Newell & Co., Inc. - Auctioneer fee	35	00		
Clara M. Link - Notary fees	1	25		
1962 County & State taxes - 1/1/62 to 2/6/62	17	01	192	62
To Baltimore Federal Savings & Loan Association, Mortgagee - this balance on account of mortgage claim	12,794	59	12,794	59
			13,601	25
Amount of mortgage claim filed	14,810	28		
Interest on Principal balance of $13,925.02 from 11/15/61 to 4/21/62 - 157 days @43/4%	284	42		
	15,094	70		
Cr. Amount allowed above	12,794	59		
Balance subject to decree in personam	2,300	11		

with Walter S. Calwell, Attorney named in Mortgage LIBER 137 PAGE 512 Cr.

1962				
Feb.	7	Proceeds of sale	13,500 00	
		Interest on purchase price from 2/6/62 to 3/21/62	101 25	13,601 25
				13,601 25

29

LIBER 137 PAGE 513

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 24th day of April, 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 APR 24 AM 9:17

George T. Cromwell, Clerk

per ay Deputy

30

LIBER 137 PAGE 514

In the Matter of the	: No. 14,700	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Anna L. Coulbourn, Widow	: for	
	: Anne Arundel County	
	:	

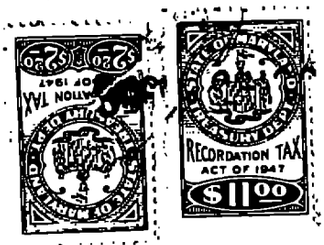
Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1961 NOV 15 AM 9:19



L4359

BOOK 1302 PAGE 59 LIBER 137 PAGE 515

No. 14,700 Equity

This Mortgage, made this fourth day of JUNE in the year one thousand nine hundred and fifty-nine, between ANNA L. COULBOURN, Widow, 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 XXXXXXXXXXXXXXXXXX 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 FIFTY ONE DOLLARS ----------($51.00) 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 payment due July 1, 1959.

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:

BEGINNING for the same on the northwest side of a right of way 100 ft. wide as laid out on the plat of the Hammerlee Beach Development at the distance of 50 ft. southwesterly from the corner formed by the intersection of the northwest side of said right of way with the southwest side of an avenue 40 ft. wide also laid out on said plat, said place of beginning being at the distance of 100 ft., South 50° 27' East from a point 90 ft. southwesterly at right angles from the beginning and first line of the parcel of land described in a deed from Charles E. Quandt to Robert L. Geis and wife dated October 16, 1935 and recorded among the Land Records of Anne Arundel County in Liber FAM 142, Folio 350 and at the division line between Lots 156 and 157 as shown on Plat of Lot #156 and Lot #157, Hammerlee, and running thence binding on the northwest side of said 100 ft. right of way, South 39° 33' West, 50 ft. to the division line between Lots 157 and 158 as shown on said last mentioned plat; thence binding along said last mentioned division line to the end thereof and continuing the same direction North 50° 27' West, 210 ft. 9 inches to the southeast side of the avenue 40 ft. wide first herein referred to and thence binding along the southeast side of said 40 ft. avenue the two following courses and distances, viz: northeasterly by a line curving toward the east with a radius of 980 ft. and a chord which bears North 74° 7' East, 49 ft. 1 inch the distance of 49 ft. 1¼ inches and North 75° 33' East, 11 ft. 10 inches to a point in line with the division line between Lots 156 and 157 and thence to and along said last mentioned division line South 50° 27' East, 175 ft. 11½ inches to the place of beginning, being Lot #157 as shown on said last mentioned plat, and being the same property conveyed unto Austin L. Coulbourn and wife by The Hammarlee Realty Company by deed dated June 14, 1951 and recorded among said Land Records in Liber JHH 629, Folio 111, the said Austin L. Coulbourn having since departed this life.

1959 NOV 16 AM 9:19

2

(over)

Together with a right of way over the 40 ft. avenue mentioned in the foregoing description out to the public highway and together also with a reasonable right of access to the waters of Furnace Branch across the property of the Grantor, such right of access to be determined by the Grantor, her heirs and assigns, and to be subject to modification by said Grantor, her heirs and assigns, provided that no such modification shall prevent reasonably convenient access to said waters.

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 herself, her heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

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

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

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

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by 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:

Alice Gary
ALICE GARY

Anna L. Coulbourn (SEAL)
Anna L. Coulbourn

..... (SEAL)

..... (SEAL)

5

LIBER 137 PAGE 518

BOOK 1302 PAGE 62

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this fourth day of ~~May~~ June, 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 Anna L. Coulbourn, Widow, , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that she executed the same for the purposes therein contained, and also she acknowledged the foregoing Mortgage to be her act. At the same time also appeared 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.

Alice Gary 1000

ALICE GARY
NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record June 5 1959 at 1.03 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE
FROM
Anna L. Coulbourn, Widow

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 ..... & one of the Land Records of Anne Arundel County and examined per ..... Clerk.
Cost of Record $ 1000 R

RECEIVED
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 JUN -5 PM 1:03
RECEIVED IN LIBER GTC
No. 1302 FOLIO 59
GEO. T. CROSWELL, CLERK

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 Anna L. Coulbourn, Widow, dated June 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1302, folio 59, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

TUESDAY, DECEMBER 5, 1961

at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same on the northwest side of a right of way 100 ft. wide as laid out on the plat of the Hammerlee Beach Development at the distance of 50 ft. southwesterly from the corner formed by the intersection of the northwest side of said right of way with the southwest side of an avenue 40 ft. wide also laid out on said plat, said place of beginning being at the distance of 100 ft., South 50° 27' East, from a point 90 ft. southwesterly at right angles from the beginning and first line of the parcel of land described in a deed from Charles E. Quandt to Robert L. Geis and wife dated October 16, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 142, Folio 350 and at the division line between Lots 156 and 157 as shown on Plat of Lot #156 and Lot #157, Hammerlee, and running thence binding on the northwest side of said 100 ft. right of way, South 39° 33' West, 50 ft. to the division line between Lots 157

FILED

1961 NOV 15 AM 9:19

and 158 as shown on said last mentioned plat; thence binding along said last mentioned division line to the end thereof and continuing the same direction, North 50° 27' West, 210 ft. 9 inches to the southeast side of the avenue 40 ft. wide first herein referred to and thence binding along the southeast side of said 40 ft. avenue the two following courses and distances, viz; northeasterly by a line curving toward the east with a radius of 980 ft. and a chord which bears North 74° 07' East, 49 ft. 1 inch the distance of 49 ft. 1 1/4 inches and North 75° 33' East, 11 ft. 10 inches to a point in line with the division line between Lots 156 and 157 and thence to and along said last mentioned division line South 50° 27' East, 175 ft. 11½ inches to the place of beginning, being Lot #157 as shown on said last mentioned plat.

BEING the same property conveyed unto Austin L. Coulbourn and Anna L. Coulbourn, his wife, by The Hammarlee Realty Company by deed dated June 14, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 629, Folio 111; the said Austin L. Coulbourn having since departed this life.

TOGETHER with a right of way over the 40 ft. avenue mentioned in the foregoing description out to the public highway and together also with a reasonable right of access to the waters of Furnace Branch across the property of the Grantor, such right of access to be determined by the Grantor, her heirs and assigns, and to be subject to modification by said Grantor, her heirs and assigns, provided that no such modification shall prevent reasonably convenient access to said waters.

The above property is improved by a 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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: November 9th, 16th, 23rd and 30th, 1961

Please send 25 handbills

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,700

LIBER 137 PAGE 522

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

I hereby certify that, on this 14th day of November, 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 Anna L. Coulbourn, Widow, 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
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

~~are~~ is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 14th day of November, 19 61.

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO., MD. Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public*

My Commission will expire on:

May 6, 1963

Filed,

FILED

1961 NOV 15 AM 9:19

9

LIBER 137 PAGE 523

In the Matter of the	: No. 14,700	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Anna L. Coulbourn, Widow	: for	
	: Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Anna L. Coulbourn, Widow, to United Federal Savings and Loan Association of Glen Burnie dated June 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1302, folio 59.		$6,000.00
Less Total amount paid on account of principal.	$1,014.09	
Less Credit Expense Account	76.63	
	$1,090.72	1,090.72
		$4,909.28
Plus interest to December 5, 1961 . . .	$253.40	
Plus interest to January 9, 1962 . . .	29.05	
Plus late charges	22.94	
	$305.39	305.39
Total Mortgage Indebtedness		$5,214.67

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of November 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 NOV 15 AM 9:19

LIBER 137 PAGE 524

The Pennsylvania ~~Fire~~ Insurance Company

LIBER 11 PAGE 179

14,700 Equity

A Stock Company

Bond No. 403150

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 SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($7,500.00) - DOLLARS - current money to be paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 20th day of November, 1961.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Anna L. Coulbourn, Widow, to the Loyola Federal Savings & Loan Association, bearing date on or about the 4th day of June, 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.

Witness as to Principal:

Dorothy P. McDew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

E. Klein

THE PENNSYLVANIA INSURANCE COMPANY

BY: Paul J. Mayer

Paul J. Mayer, Attorney-in-fact

Bond approved this 1 day of December 1961

George T. Cromwell, Clerk

FILED

1961 DEC -1 AM 9:44

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 virute of a power of sale contained in a mortgage from Anna L. Coulbourn, widow, dated June 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1302, folio 59, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

TUESDAY, DECEMBER 5, 1961 at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same on the northwest side of a right of way 100 ft. wide as laid out on the plat of the Hammerlee Beach Development at the distance of 50 ft. southwesterly from the corner formed by the intersection of the northwest side of said right of way with the southwest side of an avenue 40 ft. wide also laid out on said plat, said place of beginning being at the distance of 100 ft., South 50 degrees 27' East, from a point 90 ft. southwesterly at right angles from the beginning and first line of the parcel of land described in a deed from Charles E. Quandt to Robert L. Gels and wife dated October 16, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 142, Folio 350 and at the division line between Lots 156 and 157 as shown on Plat of Lot No. 156 and Lot No 157, Hammerlee, and running thence binding on the northwest side of said 100 ft. right of way, South 39 degrees 33' West. 50 ft. to the division line between Lots 157 and 158 as shown on said last mentioned plat; thence binding along said last mentioned division line to the end thereof and continuing the same direction, North 50 degrees 27' West, 210 ft. 9 inches to the southeast side of the avenue 40 ft. wide first herein referred to and thence binding along the southeast side of said 40 ft. avenue the two following courses and distances, viz; northeasterly by a line curving toward the east with a radius of 980 ft. and a chord which bears North 74 degrees 07' East, 49 ft. 1 inch the distance of 49 ft. 1¼ inches and North 75 degrees 33' East, 11 ft. 10 inches to a point in line with the division line between Lots 156 and 157 and thence to and along said last mentioned division line South 50 degrees 27' East, 175 ft. 11½ inches to the place of beginning. being Lot No. 157 as shown on said last mentioned plat.

No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 525

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Attorney's Sale 14,700

Anna L. Coulbourn

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 12:18

By Hazel Tilghman

BEING the same property conveyed unto Austin L. Coulbourn and Anna L. Coulbourn, his wife, by The Hammarlee Realty Company by deed dated June 14, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 629, Folio 111; the said Austin L. Coulbourn having since departed this life.

TOGETHER with a right of way over the 40 ft. avenue mentioned in the foregoing description out to the public highway and together also with a reasonable right of access to the waters of Furnace Branch across the property of the Grantor, such right of access to be determined by the Grantor, her heirs and assigns, and to be subject to modification by said Grantor, her heirs and assigns, provided that no such modification shall prevent reasonably convenient access to said waters.

The above property is improved by a 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 St.
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-30

LIBER 137 PAGE 526

ROBERT H. CAMPBELL . LIBER 137 PAGE 527 . . . . . AUCTIONEER

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Anna L. Coulbourn, Widow, dated June 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1302, folio 59, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

TUESDAY, DECEMBER 5, 1961

at 11:00 o'clock A. M.

ALL that lot or parcel of ground situate, lying and being in Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same on the northwest side of a right of way 100 ft. wide as laid out on the plat of the Hammerlee Beach Development at the distance of 50 ft. southwesterly from the corner formed by the intersection of the northwest side of said right of way with the southwest side of an avenue 40 ft. wide also laid out on said plat, said place of beginning being at the distance of 100 ft., South 50° 27' East, from a point 90 ft. southwesterly at right angles from the beginning and first line of the parcel of land described in a deed from Charles E. Quandt to Robert L. Geis and wife dated October 16, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 142, Folio 350 and at the division line between Lots 156 and 157 as shown on Plat of Lot No. 156 and Lot No. 157, Hammerlee, and running thence binding on the northwest side of said 100 ft. right of way, South 39° 33' West, 50 ft. to the division line between Lots 157 and 158 as shown on said last mentioned plat; thence binding along said last mentioned division line to the end thereof and continuing the same direction, North 50° 27' West, 210 ft. 9 inches to the southeast side of the avenue 40 ft. wide first herein referred to and thence binding along the southeast side of said 40 ft. avenue the two following courses and distances, viz; northeasterly by a line curving toward the east with a radius of 980 ft. and a chord which bears North 74° 07' East, 49 ft. 1 inch the distance of 49 ft. 1¼ inches and North 75° 33' East, 11 ft. 10 inches to a point in line with the division line between Lots 156 and 157 and thence to and along said last mentioned division line South 50° 27' East, 175 ft. 11½ inches to the place of beginning, being Lot No. 157 as shown on said last mentioned plat.

BEING the same property conveyed unto Austin L. Coulbourn and Anna L. Coulbourn, his wife, by The Hammarlee Realty Company by deed dated June 14, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 629, Folio 111; the said Austin L. Coulbourn having since departed this life.

TOGETHER with a right of way over the 40 ft. avenue mentioned in the foregoing description out to the public highway and together also with a reasonable right of access to the waters of Furnace Branch across the property of the Grantor, such right of access to be determined by the Granror, her heirs and assigns, and to be subject to modification by said Grantor, her heirs and assigns, provided that no such modification shall prevent reasonably convenient access to said waters.

The above property is improved by a 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 adjusted to date of sale.

For further particulars, apply to:

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

FILED

1961 DEC -6 PM 2:17

41

No. 14,700 Equity

LIBER 137 PAGE 528 Annapolis, Maryland
Tuesday, December 5, 1961

I hereby certify that I have this fifth day of December, 1961, sold the property described on the reverse hereof unto Clyde B. Didlake and Irene E. Didlake, his wife at and for the sum of FIVE THOUSAND EIGHT HUNDRED DOLLARS ($5,800.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell

I/we hereby certify that I/we have this fifth day of December, 1961 purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of FIVE THOUSAND EIGHT HUNDRED DOLLARS ($5,800.00) and I/we hereby agree to comply with the terms of sale.

Clyde B Didlake
Clyde B. Didlake

Irene E Didlake
Irene E. Didlake

FILED

1961 DEC -6 PM 2:17

14

LIBER 137 PAGE 529

In the Matter of the	: No. 14,700	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Anna L. Coulbourn, Widow	:	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 Anna L. Coulbourn, Widow, dated June 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1302, folio 59, 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, December 5, 1961, at 11:00 o'clock A.M., and then and there sold the said property to Clyde B. Didlake and Irene E. Didlake, his wife, at and for the sum of FIVE THOUSAND EIGHT HUNDRED DOLLARS ($5,800.00), 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 Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same on the northwest side of a right of way 100 ft. wide as laid out on a plat of the Hammerlee Beach Development at the distance of 50 ft. southwesterly from the corner formed by the intersection of the northwest side of said right of way with the southwest side of an avenue 40 ft. wide also laid out on said plat, said place of beginning being at the distance of 100 ft. South 50° 27' East, from a point 90 ft.

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DEC 6 PM 2:16
1961

southwesterly at right angles from the beginning and first line of the parcel of land described in a deed from Charles E. Quandt to Robert L. Geis and wife dated October 16, 1935 and recorded among the Land Records of Anne Arundel County in Liber FAM 142, Folio 350 and at the division line between Lots 156 and 157 as shown on Plat of Lot No. 156 and Lot No. 157, Hammerlee, and running thence binding on the northwest side of said 100 ft. right of way, South 39° 33' West, 50 ft. to the division line between Lots 157 and 158 as shown on said last mentioned plat; thence binding along said last mentioned division line to the end thereof and continuing the same direction, North 50° 27' West, 210 ft. 9 inches to the southeast side of the avenue 40 ft. wide first herein referred to and thence binding along the southeast side of said 40 ft. avenue the two following courses and distances, viz; northeasterly by a line curving toward the east with a radius of 980 ft. and a chord which bears North 74° 07' East, 49 ft. 1 inch the distance of 49 ft. 1 1/4 inches and North 75° 33' East, 11 ft. 10 inches to a point in line with the division line between Lots 156 and 157 and thence to and along said last mentioned division line, South 50° 27' East, 175 ft. 11 1/2 inches to the place of beginning, being Lot No. 157 as shown on said last mentioned plat.

BEING the same property conveyed unto Austin L. Coulbourn and Anna L. Coulbourn, his wife, by The Hammarlee Realty Company by deed dated June 14, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 629, Folio 111; the said Austin L. Coulbourn having since departed this life.

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.

Respectfully submitted:

William W. Townshend, Jr.
Attorney named in Mortgage

16

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of December 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale 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
Anna L. Coulbourn, Widow
versus

LIBER 137 PAGE 532
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,700 Equity

Ordered, this 6th day of December, 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 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 $ 5,800.00

George T. Cramwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND, Jr., Atty. MD. GAZETTE (For December 14th Edition)
(Final Order)

In the Matter of the
Mortgaged Real Estate of
~~versus~~
Anna L. Coulbourn, Widow

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. Bowie Duckett
JUDGE.

FILED
1962 JAN 16 PM 12:07

18

LIBER 137 PAGE 533

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. 14,700

Anna L. Coulbourn

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. 14,700 Equity
In the Matter of the Mortgaged Real Estate of
ANNA L. COULBOURN, Widow

Ordered, this 6th day of December, 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 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 $5,600.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
J-4.

FILED
1962 JAN -8 PM 3:47

No. M. G. 24643

LIBER 137 PAGE 534

In the Case of

In the Matter of the Mortgaged
Real Estate
of
xxsxx

Anna L. Coulbourn,
Widow

In the

Circuit Court

For

Anne Arundel County

No. 14,700 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. Jicklin
Auditor.

March 13, 1962

FILED

1962 MAR 13 PM 12:10

Dr. In the Matter of the Mortgaged Real Estate of Anna L. Coulbourn, Widow in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	206	32	306	32
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	113	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Speer Publications, Inc. - handbills	15	03		
The Pennsylvania Insurance Co.- bond premium	30	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Dorothy P. McNew - notary fees	1	50	230	19
To Attorney for Taxes, viz: 1961 State and County taxes and interest ($133.71) - 11 months 5 days	124	07	124	07
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	5,160	61	5,160	61
			5,877	19
Amount of mortgage claim filed	5,214	39		
Interest @ 6% on principal balance of $4,909.28 from 1/9/62 to 3/29/62 - 2 months 20 days	65	45		
	5,279	84		
Cr. Amount allowed above	5,160	61		
Balance subject to decree in personam	119	23		

with

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

Cr.

1961				
Dec.	5	Proceeds of Sale	5,800 00	
		Interest on deferred payment of $5,050.00 to 3/8/62	77 19	5,877 19
				5,877 19

LIBER 137 PAGE 537

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 29th 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 29 AM 10:30

George T. Cromwell, Clerk

By

In the Matter of the Mortgaged Real Estate of Sammie E. Luther and Rachel I. Luther, his wife	No. 14,761	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 DEC 29 PM 2:11

L 4556

LIBER 137 PAGE 539 BOOK 1358 PAGE 423

No. 14,761 Equity

Purchase Money

This Mortgage, made this 17TH day of December in the year one thousand nine hundred and fifty-nine, between SAMMIE E. LUTHER and RACHEL I. LUTHER, 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

FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($5,750.00)----------

---------- 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-NINE DOLLARS----------($49.00) 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 1st day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arumdel County, Maryland, July 1937" made by Joseph N. Starkey and recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 25.

BEING the same property conveyed to the within named Mortgagors by Howard E. Talbert and James S. Boarman, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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1961 DEC 29 PM 2:11

2

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. Nor to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Sammie E. Luther (SEAL)
Sammie E. Luther

Rachel I. Luther (SEAL)
Rachel I. Luther

(SEAL)

BOOK 1358 PAGE 426

LIBER 137 PAGE 542

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 17TH day of December 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 SAMMIE E. LUTHER and RACHEL I. LUTHER, 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.

Norwood A. Wienecke

NORWOOD A. WIENECKE

NOTARY PUBLIC

My Commission expires 5/1/61

11.00

Rec'd for record Dec. 18, 1959 at 3:08 P.M.

Mailed to William W. Townshend, Jr.

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

MORTGAGE

FROM

SAMMIE E. LUTHER and

RACHEL I. LUTHER, 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 ..... one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.

Cost of Record $ .....

WILLIAM W. TOWNSHEND, JR

LIBER 137 PAGE 543

In the Matter of the Mortgaged	: No.	Equity
Real Estate of Sammie E. Luther	:	In the Circuit Court
and Rachel I. Luther, his wife	:	for
	:	Anne Arundel County
	:	No. 14,761 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Sammie E. Luther and Rachel I. Luther, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated December 17th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1358, Folio 423.		$5,750.00
Less total amount paid on account of principal.	$313.65	
Expense Account Overdrawn	9.75	
	$303.90	303.90
		$5,446.10
Plus interest to January 23, 1962 . . .	$211.19	
Plus interest to Feb. 27, 1962.	31.85	
Plus late charges	20.88	
	$263.92	263.92
Total amount of Mortgage indebtedness		$5,710.02

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of December 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1961 DEC 29 PM 2:11

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 137 PAGE 544

No. 14,761

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

I hereby certify that, on this 29th day of December, 1961, 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 Sammie E. Luther and Rachel I. Luther, 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.)

Sammie E. Luther and Rachel I. Luther, his wife

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 29th day of December, 1961.

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public*

My Commission will expire on:

Filed,

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1961 DEC 29 PM 2:11

LIBER 137 PAGE 545

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

ATTORNEY'S SALE
OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

No. 14,761 Equity

Under and by virtue of a power of sale contained in a mortgage from Sammie E. Luther and Rachel I. Luther, his wife, dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1358 Folio 423, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 23, 1962

at 10:30 o'clock A.M.

ALL those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey and recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 25.

BEING the same property conveyed unto Sammie E. Luther and Rachel I. Luther, his wife, by Howard E. Talbert and James S. Boarman by deed dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1358 Folio 421.

The above property 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

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1961 DEC 29 PM 2:11

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 Maryland Gazette: December 28, 1961; January 4, 11, 18, 1962

Please send 25 handbills.

9

The Pennsylvania Insurance Company

A Stock Company

LIBER 137 PAGE 547

No. 14761 Equity

LIBER 11 PAGE 210

BOND NO. 45 03 55

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 18th day of January, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Sammie E. Luther and Rachel I. Luther, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 17th day of December, 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.

WITNESS AS TO PRINCIPAL:

Timothy F. 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

FILED

1962 JAN 19 PM 12:19

Bond approved this 19th day of January 1962

George L. Cromwell Clerk

WILLIAM W. TOWNSHEND,
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 Sammie E. Luther and Rachel I. Luther, his wife, dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358 Folio 423, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday,
January 23, 1962
at 10:30 o'clock A.M.

All those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey and recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 25.

BEING the same property conveyed unto Sammie E. Luther and Rachel I. Luther, his wife, by Howard E. Talbert and James S. Boarman by deed dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358 Folio 421.

The above property 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 St.
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

J-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 548

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1962

We hereby certify that the annexed

Attorney's Sale

14,761

Sammie E. Luther

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 28th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

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1962
JAN 22 PM 2:42

By Marie Tate

ROBERT H. CAMPBELL - LIBER 137 PAGE 549 - - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Sammie E. Luther and Rachel I. Luther, his wife, dated December 17, 1959 and recorded among the Land Records of Arundel County in Liber G. T. C. No. 1358 Folio 423, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 23, 1962

at 10:30 o'clock A. M.

ALL those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey and recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 25.

BEING the same property conveyed unto Sammie E. Luther and Rachel I. Luther, his wife, by Howard E. Talbert and James S. Boarman by deed dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1358 Folio 421.

The above property 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
1962 JAN 25 PM 3:35

17

LIBER 137 PAGE 550

January 23, 1962
Annapolis, Maryland

I hereby certify that I have this twenty-third day of January 1962, sold the property described on the reverse hereof unto Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-third day of January 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, President (SEAL)

FILED

1962 JAN 25 PM 3:35

13

LIBER 137 PAGE 551

In the Matter of the	:	No. 14,761 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Sammie E. Luther and Rachel	:	for
I. Luther, 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 Sammie E. Luther and Rachel I. Luther, his wife, dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358, Folio 423, 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, January 23, 1962, at 10:30 o'clock A.M., and then and there sold the said property to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

1962 JAN 25 FILED 3:55

14

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 25.

BEING the same property conveyed unto Sammie E. Luther and Rachel I. Luther, his wife, by Howard E. Talbert and James S. Boarman, by deed dated December 17, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358, Folio 421.

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 Purchaser's 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 23rd day of January, 1962, 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.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

15

ORDER NISI

In the Matter of the
Mortgaged Real Estate of
Sammie E. Luther and Rachel I.
Luther, his wife

LIBER 137 PAGE 553
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,761 Equity

Ordered, this 25th day of January, 19 62, 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 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.

The report states that the amount of sale was $ 5,500.00

George T. Crommell Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND, Jr., Atty. Md. Gazette (For February 1st Edition)

(Final Order)

In the Matter of the
Mortgaged Real Estate of
Sammie E. Luther and Rachel I.
Luther, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of March, 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.

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1962 MAR -7 PM 3:41

16

OFFICE

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 554

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,761 EQUITY

In the Matter of the Mortgaged Real Estate of
SAMMIE E. LUTHER and
RACHEL I. LUTHER, his wife

Ordered, this 25th day of January, 1962, 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 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.

The report states that the amount of sale was $5,500.00.

GEORGE T. CROMWELL Clerk

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

F-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 23, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 14,761
Sammie E. Luther

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 March, 1962. The first insertion being made the 1st day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 253-76-1962 FEB 28 PM 1:51 By Hazel Tilghman

17

LIBER 137 PAGE 555

In the Matter of the Mortgaged Real Estate of Sammie E. Luther and Rachel I. Luther, his wife	: No. 14,761 Equity : : : :	In the Circuit Court for Anne Arundel County

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this 6th day of March 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, the purchaser of the property in the above entitled cause, and he made oath in due form of law that: (1) He is not acting as an Agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) he has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1962 MAR -6 PM 1:58

18

LIBER 137 PAGE 556

In the Case of

In the Matter of the Mortgaged
Rezl Estate
of :
xxx
Sammie E. Luther
and
Rachel I. Luther, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,761 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 V. Jacklings
Auditor.

March 12, 1962

FILED

1962 MAR 12 PM 12:19

19

Dr. In the Matter of the Mortgaged Real Estate of Sammie E. Luther and Rachel I. Luther, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	195	00	295	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Speer Publications, Inc. - handbills	14	83		
The Pennsylvania Insurance Co. - bond premium	24	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	02		
One-half State documentary stamps	6	05		
Dorothy P. McNew - notary fees	2	00	174	66
To Attorney for Taxes, viz: 1962 State and County taxes ($109.52) - 23 days	6	90	6	90
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	4,967	44	4,967	44
			5,500	00
Amount of mortgage claim filed	5,710	02		
Interest @ 6% on principal balance of $5,446.10 from 2/27/62 to 3/28/62 - 29 days	26	32		
	5,736	34		
Cr. Amount allowed above	4,967	44		
Balance subject to decree in personam	768	90		

20

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

1962				
Jan.	23	Proceeds of Sale (cash)	5,500 00	5,500 00
				5,500 00

LIBER 137 PAGE 559

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 28th 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 28 PM 3:01

George T. Cromwell Clerk

22

Present Fair Market Value ~~$8200.00~~ *$8700.00*

PETITION FOR FORECLOSURE

Sequoia Building and Loan Association, Inc.

VS.

Jerry E. Harle

LIBER 137 PAGE 560

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

Anne Arundel County - In Equity

No. 14,747 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the *8th* **day of** *October* **A. D.** *1959* **the defendant executed and delivered to** *Sequoia Building and Loan Association, Inc.* **a mortgage upon certain** *fee simple* **property in** ~~the City of Baltimore~~ *Anne Arundel County* **therein described, to secure the payment of the mortgage debt of $** *8,700.00* **and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.** *That said mortgage is now in default.*

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

And as in duty, &c.

Jacob L. Cardin **Attorney for Plaintiff**

FILED

1961 DEC 21 PM 1:38

Exhibit No. 1

BOOK 1339 PAGE 287

LIBER 137 PAGE 561

No. 14,747 Equity

This Mortgage, Made this 8th day of October , in the year nineteen hundred and Fifty-nine , by and between JERRY E. HARLE, Unmarried,----------

of Anne Arundel County ---------- in the State of Maryland, Mortgagor, and SEQUOIA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance of Eight Thousand, Seven Hundred ($8,700.00) ---------- Dollars on Eighty-seven (87) shares of its stock, which sum has been applied to the purchase price of the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of One Dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County aforesaid, in the State of Maryland, now known as No. 917 First Street ----------

---------- and described as follows, that is to say:

BEGINNING for the same at the intersection formed by the East line of First Street as now laid out 55 feet wide and the extension Westerly of the centre line of a party wall constructed in part on the land herein described said point of beginning being also distant 169 feet ½ inch Southerly measured along the East line of First Street from the South line of Townsend Avenue as now laid out 30 feet wide and running thence South 78 degrees East continuously 100 feet binding on the centre line of said party wall so extended the centre line of said party wall and the centre line of said party wall extended Easterly to intersect the West line of a 15 foot alley there laid out with the right of the user thereof in common with others thence binding on the West line of said alley South 12 degrees West 17 feet 10 inches to the intersection formed by the West line of said 15 foot alley and the extension Easterly of the centre line of a party wall constructed in part on the land herein being described thence continuously North 78 degrees West 100 feet binding on the said centre line of said party wall so extended the centre line of said party wall and the centre line of said party wall extended Westerly to intersect the said East line of First Street thence binding on the said East line of First Street North 12 degrees East 17 feet 10 inches to the place of beginning. The improvements thereon now being known as No. 917 First Street.

BEING the same lot or parcel of ground which by Deed bearing 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 from Edward J. Varholy and Frances Varholy, His Wife, unto Jerry E. Harle, the above named Mortgagor.

FILED

1961 DEC 21 PM 1:38

2

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in case of any default in any of the payments, covenants or conditions of this Mortgage, in whole or in part, the whole Mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and payable; 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.

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of the lot of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee and its assigns and successors in title, shall at any time after the change in title or ownership, have the right to demand the immediate payment of the unpaid part of said mortgage indebtedness and accrued interest; and upon failure thereupon to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee or its successors or assigns, to demand payment of said unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of its right to make the demand at any time thereafter. The Mortgagee, however, reserves to itself and its successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however, to be only binding if made in writing.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, [illegible]

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

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.

AND the said Mortgagor for himself, his ---------- heirs, personal representatives, successors 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, the weekly sum of twenty-five cents on each of said eighty-seven (87) shares of stock as dues until the combined payment of dues shall amount to Eighty-seven Hundred ($8700.00) Dollars, being the amount loaned as aforesaid; 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 the payment of said dues the sum of One Hundred ($100.00) Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Mortgagee, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, interest on prior mortgages, if any, and taxes, and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand; also to pay all fines that may be imposed on the Mortgagor by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws.

AND the said Mortgagor further covenants and agrees to pay ~~weekly~~ MONTHLY the additional sum of $12.67 ---------- or as much more as may be necessary, out of which said body corporate is to pay the taxes, interest on prior mortgages, if any, and ground rent upon said mortgaged property.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of four (4) years from the date hereof; and a failure on the part of the Mortgagor so to pay the balance of this mortgage indebtedness shall constitute and be a default in this mortgage.

AND that, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay the said attorney, a fee of Fifty ($50.00) Dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the power herein contained; and that, after the said property has been advertised for sale, under such power, the said attorney shall be entitled to receive, in addition to the fee hereinbefore provided for, a fee of One Hundred ($100.00) Dollars.

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 JACOB L. CARDIN, 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 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 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 the attorney's fee hereinbefore referred to 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 jurisdicton 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, their heirs, personal representatives and assigns, or to whoever may be entitled to the same.

AND it is agreed that until default is made, the said Mortgagor or their assigns, may retain possession of the mortgaged property. Upon any 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 said property, 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 be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by, the said Mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim under this Mortgage, and to deliver the policy or policies to the Mortgagee, to be kept by the Mortgagee. And in the event of any loss by fire 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 to the Mortgagee shall 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.

AND the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WHENEVER the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, personal representatives, successors and assigns of the party so designated.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Jerry E. Harle ..... (SEAL)
Jerry E. Harle

..... (SEAL)

Hersh Stein ..... (SEAL)
Hersh Stein

..... (SEAL)

4

BOOK 1339 PAGE 290

LIBER 137 PAGE 564

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of October, in the year One Thousand Nine Hundred and Fifty- Nine, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Jerry E. Harle, Unmarried,----------

the Mortgagor named in the foregoing mortgage, and acknowledged the aforegoing mortgage to be his act.

At the same time also appeared Solomon Lehman, Vice ----------

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

AS WITNESS my hand and notarial seal.

Hersh Stein

Hersh Stein -- Notary Public

9.00

Rec'd for record Oct. 14, 1959 at 9:05 A.M.
Mailed to Cardin & Cardin

2161 No Stamps @ A

MORTGAGE

FROM

JERRY E. HARLE, Unmarried,

TO

SEQUOIA BUILDING AND LOAN ASSOCIATION, INC.

Block No.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 OCT 14 AM 9:05
& RECORDED IN LIBER GTC
No. 1339 FOLIO 287
GEO. F. CROMWELL, CLERK

CARDIN and CARDIN
Attorneys at Law
233 Equitable Building
Calvert and Fayette Streets
Baltimore 2, Maryland
SAratoga 7-3868; 3869

9.00

Attention :- Hersh Stein

STATEMENT OF MORTGAG. CLAIM

Sequoia Building and Loan Association, Inc.

vs.

Jerry E. Harle

LIBER 137 PAGE 565
IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

Anne Arundel County - In Equity

No. 14,747 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	$8,700.00
Paid on Account	328.63
	$8,371.37
Added interest	125.58
	$8,496.95
Less Expense Account	99.60
TOTAL BALANCE DUE	$8,397.35

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 24th day of December 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

.....

.....

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

FILED
1961 DEC 21 PM 1:38

As witness my hand and Notarial Seal,

Mary Virginia Smithson

Mary Virginia Smithson Notary Public.

6

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

LIBER 137 PAGE 566

Sequoia Building and Loan Association, Inc.

vs.

Jerry E. Harle

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

Anne Arundel County - In Equity

Docket *Lee* Folio *83*

No. 14,747 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 *Solomon Lehman, Vice President of Sequoia Building and Loan Association, 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.

Solomon Lehman
Affiant.

Subscribed and sworn to before me this *20th* day of *December* 19*61*.

Mary Virginia Smithson
Notary Public
Mary Virginia Smithson

NOTARY PUBLIC BALTIMORE MD

FILED
1961 DEC 21 PM 1:38

7

DECREE FOR SALE OF MORTGAGE PREMISES

Sequoia Building and Loan Association, Inc.

vs.

Jerry E. Harle

IN THE LIBER 137 PAGE 567

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

Anne Arundel County - In Equity

No. 14,747 Equity

.....TERM, 19.....

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

It, is, Thereupon, This *21st* day of *December*, in the year nineteen hundred and *sixty - one*, by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that *Hersh Stein* be and he *is* hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by *h, msel+* and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of *Eighty-Seven Hundred* Dollars, conditioned for the faithful performance of the trust reposed in h *im* by this decree, or to be reposed in h *im* by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ *Anne Arundel Co.*, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third~~ cash, ~~the balance in one and two months from said sale as the purchaser may elect; the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of *his* proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their *personal representatives and assigns*, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them. or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h *is* trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew L. Evans

FILED

1961 DEC 21 PM 3:32

8

LIBER 137 PAGE 568

LIBER 11 PAGE 207

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 14,747

Bond No. 339852

Know All Men By These Presents:

THAT WE, Hersh Stein - Equitable Building - Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of EIGHTY-SEVEN HUNDRED AND NO/100 - - - - -Dollars ($ 8700.00 - -), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of January in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Hersh Stein

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Maryland has been appointed Trustee (Property - #917 - 1st Street, Brooklyn Heights, Baltimore, Anne Arundel County, Maryland) mentioned in the proceedings in the case of

Sequoia Saving & Loan Assn., Inc.

vs.

Jerry E. Harle

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Hersh Stein does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

s to Principal:

Jerome S. Cardin
JEROME S. CARDIN

Hersh Stein (SEAL)
Hersh Stein

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

s to Surety:

M. L. Greller
M. L. Greller

FILED

1962 JAN 18 AM 9:

Bond approved this 12th day of January, 1962

Clerk

1-307-Md. Trustee—Receiver 500-8-51

JACOB L. CARDIN, Atty.
Equitable Building
Baltimore 2, Md.

Trustee's Sale

OF 2-STORY FEE SIMPLE
BRICK DWELLING (2 APTS.)
Known As
917 FIRST ST.
BROOKLYN HEIGHTS,
5th Election District of
Anne Arundel County, Md.

SALE ON PREMISES

Friday, Feb. 9, 1962

at 3 O'Clock P. M.

Pursuant to a decree of the Circuit Court of Anne Arundel County, Md., docket 20, Folio 83, Equity Case No. 14747, in the matter of Sequoia Building and Loan Association, Inc., vs Jerry E. Harle, the undersigned Trustee will sell at public auction the following:

All that lot of ground and improvements thereon, situated in the 5th Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the east line of First Street as now laid out 55 feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein described said point of beginning being also distant 169 feet ¼ inch southerly measured along the east line of First Street from the south line of Townsend Avenue as now laid out 30 feet wide and running thence south 78 degrees east continuously 100 feet binding on the center line of said party wall so extended the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid out with the right of the user thereof in common with others thence binding on the west line of said alley south 12 degrees west 17 feet 10 inches to the intersection formed by the west line of said 15 foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described thence continuously north 78 degrees west 100 feet binding on the said center line of said party wall so extended the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street thence binding on the said east line of First Street north 12 degrees east 17 feet 10 inches to the place of beginning. The improvements thereon now being known as No. 917 First Street, in fee-simple.

Improvements consist of a 2-story porch front brick dwelling containing 2 apartments and 2 baths.

TERMS OF SALE: A deposit of $500.00 to be required at time of sale, the balance of the purchase price to bear interest from the date of sale to date of settlement, said balance to be paid in cash upon ratificationof sale by the Circuit Court of Anne Arundel County, Md.

All taxes, expenses, Anne Arundel County sanitary charges and other municipal liens and charges are to be adjusted to date of sale.

HIRSCH STEIN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Baltimore 2, Md.
PLaza 2-8440

F-8

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SEQUOIA BUILDING AND LOAN ASSOCIATION, INC.

VS

JERRY E. HARLE

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY, MD.
DOCKET 20, FOLIO 83,
EQUITY CASE NO. 14747

LIBER 137 PAGE 569

AUCTIONEER'S CERTIFICATE

I, hereby certify that I have on this 9th day of February, 1962, sold the property described in the attached advertisement of sale, at and for the sum of Eight Thousand ($8000.00) DOLLARS to Louis P. & Agatha Makowski being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.,

BY Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

WE, hereby certify that we have on this 9th day of February, 1962, purchased the property described in the attached advertisement of sale from Hirsch Stein, Trustee, at and for the sum of Eight Thousand ($8000.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Louis P. Makowski

Agatha Makowski
Purchasers

TEST: Jay Bay

FILED
1962 Feb 14, AM 9.49

REPORT OF SALE

LIBER 137 PAGE 570

Sequoia Building and Loan Association, Inc.

vs.

Jerry E. Harle

IN THE

CIRCUIT COURT

—OF—

~~EXXXXXXXXXXXXXX~~

Anne Arundel County - In Equity

~~Docket~~ #20, Folio 83

14747

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

The Report of Sale of *Hersh Stein*

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

917 First Street

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 *Hersh Stein* did pursuant to said notice on *Friday* the *9th* day of *February* 19 *62* at *3* o'clock *P.* M. attend on the premises and then and there sold *property No. 917 First Street to Louis P. and Agatha Makowski at and for the price of $8,000.00, in fee simple, they being the highest bidders.*

Hersh Stein

Hersh Stein - Trustee

FILED 1962 FEB 14 AM 9:49

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this *12th* day of *February* 19 *62* before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared *Hersh Stein*

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 Virginia Smithson

Notary Public.

NOTARY PUBLIC BALTIMORE VIRGINIA SMITHSON

ORDER NISI

SEQUOIA BUILDING and LOAN ASSOCIATION, INC.

versus

JERRY E. HARLE

LIBER 137 PAGE 571

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,747 Equity

Ordered, this 14th day of February, 19 62, That the sale of the property in these proceedings mentioned made and reported by HERSH STEIN, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of March next.

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

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

JACOB L. CARDIN, Atty. Md. Gazette (For February 22nd Edition)
(Final Order)

SEQUOIA BUILDING and LOAN ASSOCIATION, INC.

versus

JERRY E. HARLE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of March, 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.

Matthew S. Evans
JUDGE.

FILED

1962 MAR 29 PM 2:14

12

JACOB L. CARDIN, Atty.
Equitable Building
Baltimore 2, Md.

Trustee's Sale

OF 2-STORY FEE SIMPLE BRICK DWELLING (2 APTS.)
Known As
917 FIRST ST.
BROOKLYN HEIGHTS,
5th Election District of
Anne Arundel County, Md.

SALE ON PREMISES
Friday, Feb. 9, 1962
at 3 O'Clock P. M.

Pursuant to a decree of the Circuit Court of Anne Arundel County, Md., docket 20, Folio 83, Equity Case No. 14747, in the matter of Sequoia Building and Loan Association, Inc., vs Jerry E. Harle, the undersigned Trustee will sell at public auction the following:

All that lot of ground and improvements thereon, situated in the 5th Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the east line of First Street as now laid out 55 feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein described said point of beginning being also distant 169 feet ¼ inch southerly measured along the east line of First Street from the south line of Townsend Avenue as now laid out 30 feet wide and running thence south 78 degrees east continuously 100 feet binding on the center line of said party wall so extended the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid out with the right of the user thereof in common with others thence binding on the west line of said alley south 12 degrees west 17 feet 10 inches to the intersection formed by the west line of said 15 foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described thence continuously north 78 degrees west 100 feet binding on the said center line of said party wall so extended the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street thence binding on the said east line of First Street north 12 degrees east 17 feet 10 inches to the place of beginning. The improvements thereon now being known as No. 917 First Street, in fee-simple.

Improvements consist of a 2-story porch front brick dwelling containing 2 apartments and 2 baths.

TERMS OF SALE: A deposit of $500.00 to be required at time of sale, the balance of the purchase price to bear interest from the date of sale to date of settlement, said balance to be paid in cash upon ratificationof sale by the Circuit Court of Anne Arundel County, Md.

All taxes, expenses, Anne Arundel County sanitary charges and other municipal liens and charges are to be adjusted to date of sale.

HIRSCH STEIN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Baltimore 2, Md.
PLaza 2-8440

F-8

No. M

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 137 PAGE 572

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1962

We hereby certify, that the annexed Trustee's Sale 14,747

Jerry E. Harle,
917 First St.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1962. The first insertion being made the 18th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962
FEB 15 PM 4:25

STATE OF MARYLAND, City of Baltimore, Sct.:

I HEREBY CERTIFY, That on this 9th DAY OF February 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for City - - - - - - - - - - - - - - - AFORESAID, personally appeared Louis P. Makowski & Agatha Makowski Purchasers at the foreclosure sale in this cause, and made oath in due form of law that ~~he~~ they are ~~is~~ the purchasers and purchased same as principal and not as an agent for anyone, _____, and that ~~he has~~ they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Louis P. Makowski
Purchaser Agatha Makowski

Notary Public
Expires 1/3/1961

(Rule BR 6-2 Sale of Real Property or Chattele Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED

1962 FEB 23 PM 11:47

14

OFFI(OF

LIBER 137 PAGE 574

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed Order Nisi - Sale - Equity 14,747

Jerry E. Harle

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 March, 1962. The first insertion being made the 22nd day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M.G. 28571

1962 MAR 28 PM 4:19

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,747 Equity
SEQUOIA BUILDING AND LOAN ASSOCIATION, INC.
VERSUS
JERRY E. HARLE

Ordered, this 14th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by HERSH STEIN, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of March next.

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

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
M-15

LIBER 137 PAGE 575

In the Case of

SEQUOIA BUILDING AND LOAN ASSOCIATION, INC.

VS.

JERRY E. HARLE

In the

Circuit Court

For

Anne Arundel County

NO. 14,747 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.

The Auditor hereby certifies that he has this day mailed to every party and to every person who has filed a claim to the proceeds of sale in these proceedings the notices required by Maryland Rule 595(g).

All of which is respectfully submitted.

April 10, 1962

John H. Hopkins, IV **Auditor.**

FILED

1962 APR 10 AM 10:59

Dr. Sequoia Building And Loan Association, Inc. vs. Jerry E. Harle in ac.

To Trustee for Fee, viz:	150	00		
To Trustee for Commissions, viz:	272	03	422	03
To Trustee for Court costs, viz:				
Plaintiff's Solicitors appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - Stating this account	22	50	60	50
To Trustee for Expenses, viz:				
Maryland Gazette - Advertising sale	77	00		
The Sunpapers - Advertising sale	18	30		
Maryland Gazette - Order Nisi (Sale)	15	00		
New Amsterdam Casualty Co. - Bond Premium	34	80		
A. J. Billig & Co. - Auctioneer fee	260	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
1962 State & County Taxes - 1/1/62 to 2/9/62	20	56		
Metered water bill, Adjusted 11/9/61 to 2/9/62	17	00		
Mary Virginia Smithson - Notary fees	1	50	457	36
To Sequoia Building And Loan Association, Inc. Mortgagee, this balance on account of mortgage claim	7,127	61	7,127	61
			8,067	50
Amount of Mortgage Claim filed	8,397	35		
Interest on Principal balance of $8,371.37 from 12/20/61 to 4/25/62 - 126 days @ 6%	173	29		
	8,570	64		
Cr. Amount allowed above	7,127	61		
Balance subject to decree in personam	1,443	03		

17

with Hersh Stein, Trustee

Cr.

1962				
Feb.	9	Proceeds of sale	8,000 00	
		Interest on purchase money of $7,500.00 from 2/9/62 to 4/3/62	67 50	8,067 50
				8,067 50

LIBER 137 PAGE 578

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 26th day of April, 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 APR 26 AM 9:08

George T. Cromwell Clerk

IN THE MATTER OF THE "*" LIBER 137 PAGE 579

MORTGAGE REAL ESTATE OF "*" IN THE CIRCUIT COURT

JAMES TAYLOR LAWMAN "*" FOR

"*" ANNE ARUNDEL COUNTY

"*" NO. 14570 EQUITY

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

William E. Brooke
Assignee of said Mortgage
5309 Baltimore Avenue
Hyattsville, Maryland

FILED

1961 AUG 31 PM 3:38

MARYLAND MORTGAGE FEE: COU[illegible] CODE

Law Reporter Blank No. 81
618 FIFTH ST. N. W., WASHINGTON, D. C.

LIBER 137 PAGE 580

This Mortgage,

Made this 23rd *day of* ~~May~~ July *in the year one thousand nine hundred and* forty-one *, by and between*

JAMES TAYLOR LAWMAN, Unmarried,

part y *of the first part, and*

A. LLOYD GOODE

part Y *of the second part:*

Whereas, The party of the first part is justly indebted to A. Lloyd Goode, the party of the second part, in the full sum of THIRTY-TWO HUNDRED DOLLARS ($3200.00), represented by the promissory note of the party of the first part bearing date even with these presents, in the full sum of THIRTY-TWO HUNDRED DOLLARS ($3200.00), payable to the order of A. Lloyd Goode, three (3) years after date, with interest thereon at the rate of six per centum per annum until paid, said interest payable semi-annually.

and wishingto better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* Ten dollars *the said party of the first part do*s *grant unto the said part* y *of the second part, in fee simple, all* those *piece*s *or parcel* s *of ground situate, lying and being in* Anne Arundel *County, State of Maryland, and described as follows, to wit:*

BEGINNING for the same in the center of River Side Road at a point distant 462 feet from a concrete monument located at the intersection River Side Road and Holly Road, and at the north end of the North 28 deg. 54 min. East 216.41 feet line, shown on the plat of Part Two, South River Park, recorded in the office of the Clerk of Anne Arundel County, in Plat Book W. N. W. No.2, Folio 59, and running from the point so fixed and binding on the divisional line between lot 13 as laid down on said plat, and the lot hereby conveyed, for the distance of 136.5 feet to the waters of Shelter Bay, thence binding on the shore line of Shelter Bay for the distance of 60 feet, more or less, to the divisional line between the lot hereby conveyed and lot #11, as shown on said plat, thence north 63 deg. 54 min. East 145 feet to the center line of said River Side Road, thence in a southerly direction and with the center line of said River Side Road, for the distance

1941 AUG 13 PM 4:01 FILED

of 60 feet to the point of beginning, being Lot No. 12, of Part Two, South River Park, as shown on the aforementioned plat. Including also Lot #13, of Part Two, South River Park, as shown on the aforementioned plat, said Lot #13 having been conveyed to the said parties of the first part by Hunter McKinley Craig and Ruth Evelyn Craigh, his wife, by deed dated May 9, 1925, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No.89, at Folio 324.

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

To Have and to Hold *the aforesaid parcel s of ground and premises unto and to the proper use and benefit of the party of the second part his heirs and assigns forever.*

Provided, *that if the said* Party of the first Part, his *heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.*

And *it is agreed that, until default be made in the premises, the party of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said* Party of the first part *for* himself *and for* his *heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said* party of the second part, his *heirs and assigns or their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in* Anne Arundel *County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, First to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged,*

overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the part making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; **Secondly**, to the payment of all claims of the said mortgagee his personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said Party of the first part for himself and for his heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least THIRTY-TWO HUNDRED ($3200.00) Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said party of the second part, his personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.

Witness my hand and seal.

TEST: Carlton U. Trexler — James Taylor Lawman [SEAL]
Carlton U. Trexler — James Taylor Lawman

_____ [SEAL]

State of Maryland, County of Prince Georges ~~DISTRICT OF COLUMBIA~~ } ss:

I Hereby Certify that on this 23rd day of ~~May~~ July in the year of our Lord one thousand nine hundred and forty-one before the subscriber, a Notary Public of the said ~~District~~ State in and for the District aforesaid, personally appeared in said ~~District~~ State, James Taylor Lawman, (unmarried) grantor in the aforegoing deed and he acknowledged the foregoing Mortgage to be his act.

Witness my hand and official seal.

Carlton U. Trexler
Carlton U. Trexler, Notary Public, D.C.

~~DISTRICT OF COLUMBIA~~ } ss:
State of Maryland, County of Prince Georges

I Hereby Certify that on this 23rd day of ~~May~~ July in the year one thousand nine hundred and forty-one before the subscriber, a Notary Public in and for ~~District of Columbia~~ State of Maryland aforesaid, personally appeared in said ~~District~~ State, A. Lloyd Goode, the within-named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

Carlton U. Trexler
Notary Public, D.C.

Carlton U. Trexler

4

5

LIBER 137 PAGE 583

ASSIGNMENT.

For Value Received I hereby assign the within Mortgage to William E. Brooke for the purpose of foreclosure of said Mortgage.

Witness my hand and seal this 1st day of August 1961

TEST: [signature] — [signature] [SEAL]
A. Lloyd Goode

} ss:

34219

~~I Hereby Certify~~ [illegible]

~~Witness~~ [illegible]

Equity 14570

REC'D FOR RECORD IN LAND RECORDS
ANNE ARUNDEL COUNTY
1961 AUG 31 PM 3:40
& RECORDED IN LIBER G.T.C. NO. 240 FOLIO 373
GEO. T. CROMWELL, CLERK

1.00

Mortgage

7/23/1941

FROM

JAMES TAYLOR LAWMAN (unmarried)

TO

LLOYD GOODE

Received for Record on the 28 day of July A. D. 1941 at 2 o'clock M., and recorded in Liber No. JHH 240 at folio 371, one of the Records for the [illegible]

[signature] Clerk.

4.00

Paid

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

RELEASE.

hereby release the within Mortgage.

Witness my hand and seal this day of 19

TEST: [SEAL]

LIBER 137 PAGE 584

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES TAYLOR LAWMAN

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14,570 EQUITY

* * * * * * *

STATEMENT OF CLAIM

Mortgage Loan	$3200.00
Paid on Mortgage	2.00
Balance	$3198.00
Interest from the 23rd day of July, 1941 to the 23rd day of July, 1961	3839.10
Total amount due under Mortgage	$7037.10

A. Lloyd Goode
A Lloyd Goode

STATE OF MARYLAND
COUNTY OF Prince Georges :

I HEREBY CERTIFY that on this 1st day of August, 1961, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared A. Lloyd Goode and made oath in due form of law that the aforegoing Statement of Claim is true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED
1961 AUG 31 PM 3:38

LIBER 137 PAGE 585
LIBER 11 PAGE 105

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

NO. 14,570

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM E. BROOKE 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 EIGHT THPUSAND And NO/100 DOLLARS ($8,000.00) ---------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of September , 19 61 .

WHERRAS by virtue of a power of sale contained in a Mortgage from James Taylor Lawman ---------- to A. Lloyd Goode ---------- ---------- , bearing date on or about the 23rd day of July , 19 41 , the said William E. Brooke 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 WHERREAS default has occurred in the payment of the Principal and interest aforesaid, and the said William E. Brooke ---------- 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:

Eunice Matty

FILED

1961 SEP 11 PM 2:39

William E. Brooke (SEAL)

William E. Brooke - PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 11th day of September 1961

George T. Cromwell, Clerk

1

William E. Brooke, Attorney
5309 Baltimore Avenue
Hyattsville, Maryland

ASSIGNEE'S SALE

Waterfront Property
Desirable Fee Simple
Three Bedroom Dwelling
Property. Oil Heating

Under and by virtue of the power and authority contained in a mortgage from James Taylor Lawman dated July 23, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 240, folio 371 (default having occurred thereunder) and being duly assigned to William E. Brooke, the undersigned Assignee who will sell at public auction at the Court House door, Church Circle, Annapolis, Maryland, on

THURSDAY, Sept. 28, 1961
AT 11 O'CLOCK A.M.

All those Lots of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the same in the center of River Side Road at a point distant 462 feet from a concrete monument located at the intersection River Side Road and Holly Road, and at the north end of the North 28 degrees 54 minutes East 216.41 feet line, shown on the plat of Part Two, South River Park, recorded in the office of the Clerk of Anne Arundel County, in Plat Book W.N.W. No. 2, Folio 59, and running from the point so fixed and binding on the divisional line between lot 13 as laid down on said plat, and the lot hereby conveyed, for the distance of 136.5 feet to the waters of Shelter Bay, thence binding on the shore line of Shelter Bay for the distance of 60 feet, more or less, to the divisional line between the lot hereby conveyed and lot No. 11, as shown on said plat, thence north 63 degrees 54 minutes East 145 feet to the center line of said River Side Road, thence in a southerly direction and with the center line of said River Side Road, for the distance of 60 feet to the point of beginning, being Lot No. 12, of Part Two, South River Park, as shown on the aforementioned plat. Including also Lot No. 13, of Part Two, South River Park, as shown on the aforementioned plat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, public charges and other assessments to be adjusted at date of sale.

William E. Brooke, Assignee
5309 Baltimore Avenue
Hyattsville, Maryland
ROBERT CAMPBELL
AUCTIONEER

To Sept. 21

LIBER 137 PAGE 586

OFFICE OF

The ANNE ARUNDEL STAR

GLEN BURNIE, MD., September 22, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Assignee's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 22nd day of September 1961, that is to say the same was inserted in the issues of August 31, September 7, 14, and 21, 1961

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1961 OCT 13 PM 1:58

By Edith Greenwood

ROBERT H. CAMPBELL - - - - Auctioneer

ASSIGNEE'S SALE

Waterfront Property

LIBER 137 PAGE 587

DESIRABLE FEE SIMPLE
THREE BEDROOM DWELLING
PROPERTY OIL HEATING

Under and by virtue of the power and authority contained in a mortgage from James Taylor Lawman dated July 23, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 240, folio 371 (default having occurred thereunder) and being duly assigned to William E. Brooke, the undersigned Assignee who will sell at public auction at the Court House door, Church Circle, Annapolis, Maryland, on

THURSDAY, SEPTEMBER 28, 1961

At 11 O' clock A.M.

All those Lots of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

BEGINNING for the same in the center of River Side Road at a point distant 462 feet from a concrete monument located at the intersection River Side Road and Holly Road, and at the north end of the North 28 degrees 54 minutes East 216.41 feet line, shown on the plat of Part Two, South River Park, recorded in the office of the Clerk of Anne Arundel County, in Plat Book W. N. W. No. 2, Folio 59, and running from the point so fixed and binding on the divisional line between lot 13 as laid down on said plat, and the lot hereby conveyed, for the distance of 136.5 feet to the waters of Shelter Bay, thence binding on the shore line of Shelter Bay for the distance of 60 feet, more or less, to the divisional line between the lot hereby conveyed and Lot No. 11, as shown on said plat, thence north 63 degrees 54 minutes East 145 feet to the center line of said River Side Road, thence in a southerly direction and with the center line of said River Side Road, for the distance of 60 feet to the point of beginning, being Lot No. 12, of Part Two, South River Park, as shown on the aforementioned plat. Including also Lot No. 13, of Part Two, South River Park, as shown on the aforementioned plat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, public charges and other assessments to be adjusted at date of sale.

FILED
1961 OCT 13 PM 1:58

William E. Brooke, Assignee
5309 Baltimore Avenue
Hyattsville, Maryland

EQUITY NO. 14,570

LIBER 137 PAGE 588 September 28, 1961

I hereby certify that I have thie 28th day of September, 1961 sold the property of William E. Brooke, Aseignee, known as Lote 12 and 13, Part 2, South River Park, Anne Arundel County, Maryland, unto

Purchaeer's Name A. Lloyd Goode, by W.K. Reeves, Agent

Purchaser's Name _____

At and for the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

September 28, 1961

I/We hereby certify that I/we have this 28th day of September, 1961, purchaeed from William E. Brooke, Aeeignee, the property known ae Lots 12 and 13, Part 2, South River Park, Anne Arundel County, Maryland at and for the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00).

And I/we hereby agree to comply with the terms of sale.

W.K. Reeves agent for
A Lloyd Goode
Purchaeer

Purchaeer

Address:

FILED
1961 OCT 13 PM 1:58

10

LIBER 137 PAGE 589

AFFIDAVIT OF NON-MILITARY SERVICE

PRINCE GEORGE'S
~~ANNE ARUNDEL~~ COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of October, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William E. Brooke, Assignee

~~plaintiff~~, in the above entitled cause, and made oath, in due form of law, that ~~defendant~~
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
is a resident of Anne Arundel County, believed by the assignee to be unemployed,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 9th day of October, 1961.

Notarial Seal

Notary Public

My Commission will expire on: May 6, 1962.

Filed,

FILED
1961 OCT 13 PM 1:58

11

IN THE MATTER OF THE LIBER 137 PAGE 590 * IN THE CIRCUIT COURT

MORTGAGE REAL ESTATE OF * FOR

JAMES TAYLOR LAWMAN * ANNE ARUNDEL COUNTY

* NO. 14,570 EQUITY

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William E. Brooke, Assignee, respectfully shows:

That under and by virtue of a power of eale contained in a Mortgage from Jamee Taylor Lawman dated July 23, 1941 and recorded among the Land Recorde of Anne Arundel County in Liber J.H.H. 240, folio 371, assigned to William E. Brooke for the purpose of Forecloeure, default having occurred thereunder, after having given due notice of the time, place, manner and terme of sale by advertieement in The Star, a newepaper published in Anne Arundel County, Maryland, and after having complied with all other requieites of the Mortgage and of the law for such casee made and provided, offered the property described in eaid Mortgage, at public auction at the Court Houee door on Thursday, September 28, 1961 at 11 o'clock a.m. and then and there eold the eaid property to A. Lloyd Goode at and for the eum of SEVENTEEN THOUSAND ($17,000.00) DOLLARS, the higheet bidder therefore, eaid property being the following:

All thoee Lote of ground eituate, lying and being in Anne Arundel County, State of Maryland, and described ae followe, to wit:

BEGINNING for the same in the center of River Side Road at a point distant 462 feet from a concrete monument looated at the intersection River Side Road and Holly Road, and at the north end of the North 28 degrees 54 minutee Eaet 216.41 feet line, shown on the plat of Part Two, South River Park, recorded in the office of the Clerk of Anne Arundel County, in Plat Book W.N.W. No. 2, Folio 59, and running from the point so fixed and binding on the divieional line between lot 13 as laid down on eaid plat, and the lot hereby conveyed, for the distance of 136.5 feet to the watere of Shelter

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1961 OCT 13 PM 1:58

12

Bay, thence binding on the shore line of Shelter Bay for the distance of 60 feet, more or less, to the divisional line between the lot hereby conveyed and Lot No. 11, as shown on said plat, thence north 63 degrees 54 minutes East 145 feet to the center line of said River Side Road, thence in a southerly direction and with the center line of said River Side Road, for the distance of 60 feet to the point of beginning, being Lot No. 12, of Part Two, South River Park, as shown on the aforementioned plat. Including also Lot No. 13, of Part Two, South River Park, as shown on the aforementioned plat.

AND the said Assignee further reports that he has received from the Purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidder aforesaid at and for the sale price of $17,000.00.

Respectfully submitted,

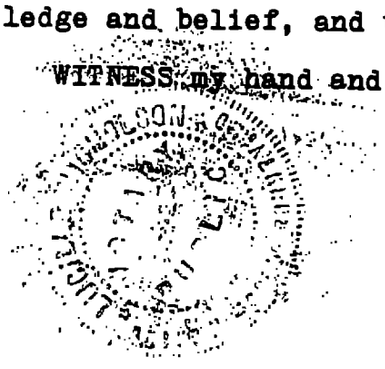
William E. Brooke

William E. Brooke, Assignee
5309 Baltimore Avenue
Hyattsville, Maryland

STATE OF MARYLAND, PRINCE GEORGES COUNTY, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1961 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William E. Brooke, Assignee and made oath in due form of law that the matters and things in the aforegoing Report of Sale are true to the best of his knowledge and belief, and the sale was fairly made.

WITNESS my hand and Notarial Seal.



Notary Public

ORDER NISI

LIBER 137 PAGE 592

In the Matter of the Mortgaged Real Estate of James Taylor Lawman

vs.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,570 Equity

Ordered, this 13th day of October, 19 61, That the sale of the property in these proceedings mentioned made and reported by William E. Brooke, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of November next.

The report states that the amount of sale was $: 17,000.00.

Filed Oct.13,1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of James Taylor Lawman

vs.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of November, 19 61 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1961 NOV 21 PM 3:02

14

GLOBE INDEMNITY COMPANY

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

LIBER 11 PAGE 145

EXECUTIVE OFFICES
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Equity #14,570

Bond No.

LIBER 137 PAGE 593

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William E. Brooke, of Hyattsville, 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 Nine Thousand Dollars ($9,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 25th day of October, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from James Taylor Lawman, bearing date on or about July 23, 1941, the said William E. Brooke was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said William E. Brooke has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden, William E. Brooke 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 25th day of October, 1961

George T. Cromwell, Clerk

Ethel M. Carle

Ethel M. Carle, as to both

William E. Brooke (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

OCT 25 AM 9:20

15

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,570 Equity

In the Matter of the Mortgaged Real Estate of James Taylor Lawman.

Ordered, this 13th day of October, 1961, That the sale of the property in these proceedings mentioned made and reported by William E. Brooke, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of November next.

The report states that the amount of sale was $17,000.00.

George T. Cromwell, Clerk.

TRUE COPY TEST:
William E. Brooke. Atty.

To Nov. 9

ly

OFFICE OF

The ANNE ARUNDEL STAR

LIBER 137 PAGE 594

GLEN BURNIE, MD., November 9, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 20th day of November 1961, that is to say the same was inserted in the issues of October 19,26, November 2, 9, 1961

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1961 NOV 10 AM 11:16

By Edith Greenwood

In the Case of

LIBER 137 PAGE 595

In the Matter of the

Mortgaged Real Estate

~~VS~~

of

James Taylor Lawman

In the

Circuit Court

For

Anne Arundel County

No. 14,570 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, Maryland Rules of Procedure.

All of which is respectfully submitted.

Laura R. Jocklinig
Auditor

March 30, 1962

1962 APR -2 AM 9:02

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Dr. LIBER 137 PAGE 596

In the Matter of the Mortgaged Real Estate of James Taylor Lawman in ac.

To Assignee for Commissions, viz:	540	00	540	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Clerk of Court - additional costs	6	75		
Joseph W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	27	00		
			76	70
To Assignee for Expenses, viz:				
The Star - advertising sale	52	52		
The Star - order nisi (Sale)	15	00		
Speer Publications, Inc. - handbills	16	08		
Globe Indemnity Co. - bond premiums	68	00		
Robert H. Campbell - auctioneer's fee	75	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	9	35		
One-half State documentary stamps	18	70		
Lucille Nicholson - notary fees	1	00		
			256	65
To Assignee for Taxes, viz:				
1961 State and County taxes ($180.05) - adjusted to 9/28/61	135	00	135	00
To A. Lloyd Goode, holder of the note secured by the first Deed of Trust filed in these proceedings - in full for claim filed, viz:				
Amount of claim filed	7,037	10		
Interest @ 6% on principal balance of $3,198.00 from 7/23/61 to 12/23/61 - 5 months	79	95		
			7,117	05
To A. Lloyd Goode, holder of the note secured by the Deed of Trust filed in these proceedings, recorded 12/23/49 - in full for second mortgage claim filed (which includes interest @ 4½% to 12/27/61)	4,466	73	4,466	73

LIBER 137 PAGE 597

To A. Lloyd Goode, holder of the note secured by the Deed of Trust filed in these proceedings, recorded 4/14/50, - in full for third mortgage claim filed (which includes interest @ 4½% to 12/27/61)	3,385	94	3,385	94
To A. Lloyd Goode, holder of the note secured by the deed of Trust filed in these proceedings, recorded 10/19/50 - this balance on account mortgage claim	1,021	93	1,021	93
			17,000	00
Amount of fourth mortgage claim filed	1,604	96		
Cr. Amount allowed above	1,021	93		
Balance subject to decree in personam with interest @ 4½% from 12/27/61	583	03		

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LIBER 137 PAGE 598

with William A. Brooke, Assignee Cr.

1961				
Sept.	28	Proceeds of Sale (cash)	17,000 00	17,000 00
				17,000 00

LIBER 137 PAGE 599

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 18th day of April, 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.

George T Cromwell, Clerk

per acf

ORDER NISI

1962 APR 18 AM 9:55

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