LIBER 138 PAGE 1

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,738
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
HELEN M. PORTER, WIDOW	:	FOR ANNE ARUNDEL COUNTY

. . . . . .

MR. CLERK:

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

George E. Rullman
George E. Rullman
Attorney Named in Mortgage

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COUNTY FORM

14738 Equit

BOOK 1492 PAGE 347

This Mortgage, Made this 18th day of July, in the year one thousand, nine hundred and ____, Between Helen M. Porter, widow,

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance in the sum of Seven Thousand Six Hundred ($7,600.00)---------- Dollars being part of the purchase money for the property hereinafter described; and

LIBER 138 PAGE 2

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

By the payment on or before the first day of each month from date hereof commencing on the first day of August, 1961.

(A) of the sum of Sixty-four and 14/100 ($64.14)---------- 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 Twelve and 86/100 ($12.86)---------- Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor, 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.

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

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

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

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

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

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

BEGINNING for the same at a post standing on the North side of a road or avenue, said post being the fourth boundary of Lot No. 2 and running from said post and with said Lot No. 2 reversely North 53° West 200 feet to a post; thence leaving said Lot No. 2 and running South 65° West 60 feet to a post a corner boundary of Lot No. 4; thence with said lot South 53° East 200 feet to a post on the North edge of the before-mentioned road or avenue; thence with the same, North 65° East 60 feet to the place of beginning, according to a plat and survey of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 16, page 23, and known and designated as Lot No. 3 in Section C of the subdivision known as Mason's Beach, near Deale, Maryland.

BEING the same property conveyed to the Mortgagor herein by George Robert Hummer and Mary K. Hummer, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

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

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

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

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100. and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor , her heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor , for herself, her heirs, personal representatives and assigns do es hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor , for herself, her heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

WITNESS the hand and seal of the said Mortgagor.

Witness:

Bertie L. Schwartz
BERTIE L. SCHWARTZ

Helen M. Porter (SEAL)
Helen M. Porter

(SEAL)

(SEAL)

(SEAL)

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BOOK 1492 PAGE 350 LIBER 138 PAGE 5

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of July, 1961, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Helen M. Porter, widow, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be her act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

BERTIE L. SCHWARTZ NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Bertie L. Schwartz
BERTIE L. SCHWARTZ Notary Public.
My commission expires May 6, 1963.
10.00

Rec'd for record July 20, 1961. at 1:30 P.M.
Mailed to George E. Rullman

MORTGAGE
FROM
Helen M. Porter, widow,
TO
FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
140 South Street
Annapolis, Maryland

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 JUL 20 PM 1:30
& RECORDED IN LIBER G.L.C.
NO. 1492 FOLIO 347
GEO. R. CROMWELL, CLERK

2 N

IN THE MATTER OF THE SALE OF : EQUITY NO. 14,738

THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT

HELEN M. PORTER, WIDOW : FOR ANNE ARUNDEL COUNTY

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage Debt	7,600.00
Principal Payments	none
Balance due on Principal	7,600.00
Interest from July 18, 1961 to December, 1961	191.91
Total Balance due on Mortgage debt	7,791.91
Credit amount in Escrow Account	50.37
Total Mortgage Claim	7,741.54

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 12th day of December, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires 5/6/63.

FILED

1961 DEC 13 AM 10:37

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LIBER 138 PAGE 127

GEORGE W. SCIBLE. . . . . AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS AND BATH, COMPOSITION ROOF, OIL HEAT. LOCATED AT MASON'S BEACH, DEALE, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Helen M. Porter, widow, dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 347, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 16, 1962

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

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

BEGINNING for the same at a post standing on the North side of a road or avenue, said post being the fourth boundary of Lot No. 2 and running from said post and with said Lot No. 2 reversely North 53° West 200 feet to a post; thence leaving said Lot No. 2 and running South 65° West 60 feet to a post a corner boundary of Lot No. 4; thence with said lot South 53° East 200 feet to a post on the North edge of the before mentioned road or avenue; thence with the same, North 65° East 60 feet to the place of beginning, according to a plat and survey of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 16, Page 23, and known and designated as Lot No. 3 in Section C of the subdivision known as Mason's Beach, near Deale, Maryland.

BEING the same property conveyed to the Mortgagor herein by George Robert Hummer and Mary K. Hummer, his wife, by deed dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 345.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six (6%) per cent per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN

Attorney Named in Mortgage

140 South Street, Annapolis, Maryland

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1961 DEC 13 AM 10:37

LIBER 138 PAGE 418

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,738
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
HELEN M. PORTER, WIDOW.	:	FOR ANNE ARUNDEL COUNTY

. . . . . .

AFFIDAVIT

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

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

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

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

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 12th day of December, 1961.

Madolin Ross, Notary Public

My Commission expires 5/6/63.

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MORTGAGEES OR ATTORNEYS BOND.

LIBER 138 PAGE 9
LIBER 11 PAGE 191

No. 14,738 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of December, in the year of our Lord Nineteen Hundred Sixty-one

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Helen M. Porter, widow, to First Federal Savings and Loan Assn. of Annapolis bearing date the 18th day of July, 1961, and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1492 Folio 347 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman,

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

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

Carolyn Cordle
Carolyn Cordle

Attorney in fact

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Bond approved this 29th day of December, 1961

George F. Cromwell, Clerk

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GEORGE W. SCIBLE - - - - - LIBER 138 PAGE 10 - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS AND BATH, COMPOSITION ROOF, OIL HEAT LOCATED AT MASON'S BEACH, DEALE, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Helen M. Porter, widow, dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 347, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY JANUARY 16, 1962

At 10:30 O'clock A.M.

the following described property, namely:

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

BEGINNING for the same at a post standing on the North side of a road or avenue, said post being the fourth boundary of Lot No. 2 and running from said post and with said Lot No. 2 reversely North 53° West 200 feet to a post; thence leaving said Lot No. 2 and running South 65° West 60 feet to a post a corner boundary of Lot No. 4; thence with said lot South 53° East 200 feet to a post on the North edge of the before mentioned road or avenue; thence with the same, North 65° East 60 feet to the place of beginning, according to a plat and survey of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 16, Page 23, and known and designated as Lot No. 3 in Section C of the subdivision known as Mason's Beach, near Deale, Maryland.

BEING the same property conveyed to the Mortgagor herein by George Robert Hummer and Mary K. Hummer, his wife, by deed dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 345.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six (6%) per cent per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

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

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I hereby certify that on this 16th day of January, 1962, as Auctioneer, I sold at Public Sale at the CourtHouse Door in the City of Annapolis, Maryland, the property described on the reverse side hereof to Max C. Schwartz and Bertie Lee Schwartz, his wife, at and for the sum of Eight Thousand Four Hundred Fifty and no/100 Dollars ($8,450.00), they being then and there the highest bidders, and further, that the sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that on this 16th day of January, 1962, we purchased from George W. Scible, Auctioneer, at Public Sale, the property described on the reverse side hereof at and for the sum of Eight Thousand Four Hundred Fifty and no/100 Dollars ($8,450.00) and we agree to comply with the terms of sale as shown on the reverse side hereof.

Max C. Schwartz

Bertie Lee Schwartz

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LIBER 138 PAGE 12

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,738
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
HELEN M. PORTER, WIDOW	:	FOR ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Helen M. Porter, widow, dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 347, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, January 16, 1962, at 10:30 o'clock a.m., and then and there sold the property to Max C. Schwartz and Bertie Lee Schwartz, his wife, at and for the sum of Eight Thousand Four Hundred Fifty Dollars ($8,450.00), they then and there being the highest bidders therefor, which property is described as follows:

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

BEGINNING for the same at a post standing on the North side of a road or avenue, said post being the fourth boundary of Lot No. 2 and running from said post and with said Lot No. 2 reversely North 53° West 200 feet to a post; thence leaving said Lot No. 2 and running South 65° West 60 feet to a post a corner boundary of Lot No. 4; thence with said lot South 53° East 200 feet to a post on the North edge of the before mentioned road or avenue; thence

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with the same, North 65° East 60 feet to the place of beginning, according to a plat and survey of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 16, Page 23, and known and designated as Lot No. 3 in Section C of the subdivision known as Mason's Beach, near Deale, Maryland.

BEING the same property which was conveyed to Helen M. Porter, widow, by George Robert Hummer and Mary K. Hummer, his wife, by deed dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 345.

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

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six (6%) per cent per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman,
Attorney named in Mortgage

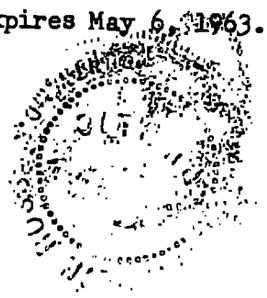
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

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 County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Comm. expires May 6, 1963.



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Legal Notice

Public Sale

OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND. IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS AND BATH, COMPOSITION ROOF, OIL HEAT LOCATED AT MASON'S BEACH, DEALE, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Helen M. Porter, widow, dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 347, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 16, 1962 At 10:30 O'CLOCK A.M.

the following described property, namely:

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

BEGINNING for the same at a post standing on the North side of a road or avenue, said post being the fourth boundary of Lot No. 2 and running from said post and with said Lot No. 2 reversely North 53 degrees West 200 feet to a post; thence leaving said Lot No. 2 and running South 65 degrees West 60 feet to a post a corner boundary of Lot No. 4; thence with said lot South 53 degrees East 200 feet to a post on the North edge of the before mentioned road or avenue; thence with the same, North 65 degrees East 60 feet to the place of beginning, according to a plat and survey of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 16, Page 23, and known and designated as Lot No. 3 in Section C of the subdivision known as Mason's Beach, near Deale, Maryland.

No. 14

BEING the same property conveyed to the Mortgagor herein by George Robert Hummer and Mary K. Hummer, his wife, by deed dated July 18, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1492, folio 345.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six (6 per cent) per cent per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

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

J-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 14

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1962

We hereby certify, that the annexed

Public Sale

14,738

Helen W. Porter

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1962. The first insertion being made the 20th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JAN 15 BY Ethel Tilghman

ORDER NISI

IN THE MATTER OF THE SALE OF

THE MORTGAGED REAL ESTATE OF

HELEN M. PORTER, WIDOW

~~versus~~

LIBER 138 PAGE 15

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,738 Equity

Ordered, this 16th day of January, 19 62, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, 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 $ 8,450.00

George T. Crommelin Clerk.

True Copy,

TEST: Clerk.

GEORGE E. RULLMAN, Atty.

(Final Order)

EVENING CAPITAL (For January 18th Edition)

IN THE MATTER OF THE SALE OF

THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

HELEN M. PORTER, WIDOW

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

15

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

No. 14,738 Equity

LIBER 138 PAGE 16

LIBER 11 PAGE 209

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Hundred Fifty 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 17th day of January, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Helen M. Porter, widow, of Annapolis to First Federal Savings and Loan Association bearing date the 18th day of July, 1962 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1492 Folio 347 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

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

As to Surety

Mary F. Schoolden
Mary F. Schoolden

Attorney in fact

FILED

1962 JAN 19 AM 11:40

Additional Bond approved this 19th day of January, 1962

George E. Cromwell, Clerk

16

OFFICE C

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,738 EQUITY

In the Matter of the Sale of the Mortaged Real Estate of HELEN M. PORTER, widow

Ordered, this 16th day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, 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 $8,450.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-9

LIBER 138 PAGE 17

Evening Capital

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. 14,738

Helen M. Porter

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 25123 1962 FEB 13 PM 4:13 By Hazel Tilghman

17

LIBER 138 PAGE 18

In the Case of

The Sale of the Mortgaged Real Estate of Helen M. Porter, widow

VS.

In the

Circuit Court

For

Anne Arundel County

EQUITY #14738

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 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 #595

All of which is respectfully submitted.

April 11, 1962

Arthur A. Anderson, Jr. Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 APR 12 AM 10:29

Dr. The Mortgage Real Estate of Helen M. Porter in ac.

To	Attorney for fee, viz.	100 00	
To	Attorney for commissions, viz.	285 89	
			385 89
To	Attorney for court costs, viz.		
	Plaintiff's Solicitor, appearance fee	10 00	
	Clerk of court, court costs	42 50	
	Auditor, this account	25 00	
			77 50
To	Attorney for his disbursements as per vouchers and memoranda exhibited to the Auditor		
	Capital-Gazette Press, Inc.		
	Advertisement - Sale	73 52	
	Order Nisi - Sale	15 00	
	Speer Publications, Inc. Handbills	14 82	
	National Surety Corp., bond premiums	33 80	
	George W. Scible, Auctioneer's fee	30 00	
	½ Federal Documentary stamps	4 60	
	½ State Documentary stamps	9 35	
	Adjustment, 1962 State & County taxes	5 52	
	Notary fees	1 50	
			188 11
To	First Federal Savings & Loan Association of Annapolis, Mortgagee, in full for mortgage claim, viz.		
To	Amount of mortgage claim filed	7,741 54	
	Interest thereon 6% from 12/61 to 2/62	77 42	
			7,818 96
To	Helen M. Porter, mortgagor, excess	59 04	59 04
			8,529 50

with George E. Rullman, Attorney named in Mortgage

Cr.

By	Amount of sale as per Attorney's report of sale file	8,450 00	
By	Interest on deferred payment to 3/16/62	79 50	
			8,529 50
			8,529 50

LIBER 138 PAGE 21

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 30 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 ay — Deputy

21

No 14,766 Equity

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALL COUNTIES CORPORATION	:	(In Equity)

Mr. Clerk:

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

1. Original Mortgage from All Counties Corporation to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 252.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 JAN -8 AM 11:58

City and County Form.

LIBER 138 PAGE 23 BOOK 1297 PAGE 252 No. 14,766 Equity

This Mortgage, Made this 15th day of May, in the year one thousand, nine hundred and fifty-nine, between ALL COUNTIES CORPORATION, a body corporate of, 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 FIFTY THOUSAND AND 00/100ths $50,000.00 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 (5%) per cent per annum in the manner following:

By the payment of TWO HUNDRED SIXTY-EIGHT AND 43/100ths $268.43 Dollars, commencing on the first day of June, 19 59, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the same thereof at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by Deed dated January 6th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738 folio 265, said point is located south 58 degrees 19 minutes 50 seconds east 425.33 feet measured along the third or north 50 degrees 52 minutes no seconds west 429.18 foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by Deed dated March 3rd, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300 folio 448 from the end thereof, said point of beginning also marks the intersection formed by said third line with the right of way line of the Through Highway, Revell Highway, as shown on the State Roads Commission Plat No. 10989, thence from the point of beginning so fixed leaving said right of way line and binding on part of said southwest outline with meridian corrected, north 58 degrees 19 minutes 50 seconds west 200.62 feet, thence leaving said outline for a line of division, as now made, north 22 degrees 39 minutes 50 seconds east 127.66 feet to intersect the southwest right of way line of the County Road (Block Bottom Road, 50 feet wide) and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by Deed dated July 1st, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846 folio 250, thence binding on said right of way line south 49 degrees 55 minutes 30 seconds east 123.56 feet to a point of tangency, thence along a regular curve to the right having a radius of 333.50 feet, a distance of 78.84 feet, thence leaving said County Road and binding on the right of way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10989 south 17 degrees 16 minutes 10 seconds west 90.25 feet to the point of beginning.

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955.

1960 JAN -8 AM 11:53

3

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

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

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

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

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies [redacted] satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$1000.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

WITNESS the [illegible] *WITNESS the corporate seal of the said Mortgagor, and the signature of its* [illegible] *President.*

WITNESS:

ALL COUNTIES CORPORATION (SEAL)

BY: J. Donaldson Parr (SEAL)
J. Donaldson Parr President

(SEAL)

ROBERT F. VAVRINA

(SEAL)

4

5

BOOK 1297 PAGE 255

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 138 PAGE 26

On this 15th day of May, 19 59, before me, a Notary Public of said State, personally appeared J. Donaldson Parr, President of All Counties Corporation

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 he executed the same for the purposes therein contained, *as the duly authorized ~~Vice~~President of said corporation, by signing the name of the corporation by himself as Vice-President.* At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

1250

Robert F. Vavrina
ROBERT F. VAVRINA
Notary Public

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

Rec'd for record May 19, 1959 at 2:51 P.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
ALL COUNTIES CORPORATION

PLAINTIFF'S EXHIBIT "A"

Application No.
Written by
Approved by dah Examiner
Ready for Record

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ALL COUNTIES CORPORATION

IN THE

LIBER 138 PAGE 27

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,766 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from All Counties Corporation

to Baltimore Federal Savings and Loan Association

dated the 15th day of May 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 Folio 252 .

Amount of Mortgage	$50,000.00
Less - amount paid on principal	387.25
	49,612.75
Plus - interest to 1/24/62	2,436.18
	52,048.93
Less - balance in expense account	857.98
	51,190.95

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.

1962 JAN-8 AM 11:53

Clara M. Link

Clara M. Link Notary Public

6

Equity

Mortgagee and Attorney's Bond.

1-369

LIBER 138 PAGE 28 LIBER 11 PAGE 240

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 14,766 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 FIFTY-ONE THOUSAND, TWO HUNDRED AND NO/100 ($51,200.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th 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 All Counties Corporation, to Baltimore Federal Savings & Loan Association bearing date the 15th day of May nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1297, Folio 252, and

Revell Highway & Black Bottom Rd.,

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

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest: WITNESS:

S. Alvey

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 FEB 13 AM 9:28

Bond approved this 13 day of February 1962

George T. Cromwell Clerk

7.

Attorney's Sale
OF VALUABLE FILLING OR SERVICE STATION PROPERTY

IN FEE SIMPLE
(ROUTE 301 AND
(BLACK BOTTOM ROAD)

Under and by virtue of the power and authority contained in a Mortgage from All Counties Corporation to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 252 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, February 14th, 1962 at three P.M.

all the following fee simple tract or parcel of land on Revell Highway

BEGINNING for the same thereof at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by Deed dated January 6th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738 folio 265, said point is located south 58 degrees 19 minutes 50 seconds east 425.33 feet measured along the third or north 50 degrees 52 minutes no seconds west 429.18 foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by Deed dated March 3rd, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300 folio 448 from the end thereof, said point of beginning also marks the intersection formed by said third line with the right of way line of the Through Highway, Revell Highway, as shown on the State Roads Commission Plat No. 10989, thence from the point of beginning so fixed leaving said right of way line and binding on part of said southwest outline with meridian corrected, north 58 degrees 19 minutes 50 seconds west 200.62 feet, thence leaving said outline for a line of division, as now made, north 22 degrees 39 minutes 50 seconds east 127.66 feet to intersect the southwest right of way line of the County Road (Black Bottom Road, 50 feet wide) and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by Deed dated July 1st, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846 folio 250, thence binding on said right of way line south 49 degrees 55 minutes 30 seconds east 123.56 feet to a point of tangency, thence along a regular curve to the right having a radius of 333.50 feet, a distance of 78.84 feet, thence leaving said County Road and binding on the right of way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10989 south 17 degrees 16 minutes 10 seconds west 90.25 feet to the point of beginning.

No. 1

8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 29

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1962

We hereby certify, that the annexed Attorney's Sale

J. Donaldson Parr
All States Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of February, 1962 The first insertion being made the 18th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
FEB 15 PM 4:25

By Hazel Tilghman

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955. Improved by a completed and in operation gas line and oil service station.

The property is subject to the following:

(a) Deed from James G. Anderson and wife to the State Roads Commission, recorded in J.H.H. No. 283 folio 267

(b) Deed from Frederick E. Voges and wife to State Roads Commission, recorded in J.H.H. No. 297 folio 200.

(c) Deed from Carl S. Thomas and wife to the State Roads Commission, recorded in J.H.H. No. 612 folio 380.

(d) Deed from All States Corporation to the State Roads Commission, recorded in J.H.H. No. 657 folio 476

(f) Certain easement area and rights of ways as set forth in Deed dated June 1, 1953, recorded in J.H.H. No. 763 folio 545 from All States Corporation, et al to State of Maryland to the use of State Roads Commission

(g) Deed dated March 15, 1955, recorded in Liber J.H.H. No. 910 folio 34 from All States Corporation to Corneal J. Mack, prohibiting the use of said property for a motel etc.; and Various Utility Agreements, duly recorded, affecting the property.

This sale does not include any portion of the property that lies in the beds of Mill Bottom and Black Bottom Roads, but the property has the right of user therein and thereunder with others.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest 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-8

WALTER S. CALWELL, Attorney Named in Mortgage BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	LIBER 138 PAGE 31
	:	IN THE
VS.	:	CIRCUIT COURT OF
ALL COUNTIES CORPORATION	:	BALTIMORE COUNTY ANNE ARUNDEL COUNTY
	:	Equity No. 14,766

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th 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

Charles E. Williams
Purchaser
Charles E. Williams, Vice President

Clara M. Link
Clara M. Link Notary Public

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1962 FEB 16 AM 9:34

9

LIBER 138 PAGE 32

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
ALL COUNTIES CORPORATION	:	(In Equity)
	:	No. 14,766
	:	

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 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 252 from said All Counties Corporation to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 14th day of February, 1962 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in the Third Election District of Anne Arundel County

on the southwest side of Black Bottom Road and Revell Highway, containing 0.49 of an acre of land, more or less, more fully and at length described in the aforementioned Mortgage, and in the attached advertisment of sale.

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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 Fifteen Thousand ($15,000.00) 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 15th 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 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

Attorney's Sale
OF VALUABLE FILLING OR SERVICE STATION PROPERTY

IN FEE SIMPLE
(ROUTE 301 AND
(BLACK BOTTOM ROAD)

Under and by virtue of the power and authority contained in a Mortgage from All Counties Corporation to Baltimore Federal Savings and Loan Association, dated May 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1297 folio 252 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
February 14th, 1962
at three P.M.

all the following fee simple tract or parcel of land on Revell Highway

BEGINNING for the same thereof at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by Deed dated January 6th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738 folio 285, said point is located south 58 degrees 19 minutes 50 seconds east 425.33 feet measured along the third or north 50 degrees 52 minutes no seconds west 429.18 foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by Deed dated March 3rd, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300 folio 448 from the end thereof, said point of beginning also marks the intersection formed by said third line with the right of way line of the Through Highway, Revell Highway, as shown on the State Roads Commission Plat No. 10989, thence from the point of beginning so fixed leaving said right of way line and binding on part of said southwest outline with meridian corrected, north 58 degrees 19 minutes 50 seconds west 200.62 feet, thence leaving said outline for a line of division, as now made, north 22 degrees 39 minutes 50 seconds east 127.66 feet to intersect the southwest right of way line of the County Road (Black Bottom Road, 50 feet wide) and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by Deed dated July 1st, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846 folio 250, thence binding on said right of way line south 49 degrees 55 minutes 30 seconds east 123.56 feet to a point of tangency, thence along a regular curve to the right having a radius of 333.50 feet, a distance of 78.84 feet, thence leaving said County Road and binding on the right of way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10989 south 17 degrees 16 minutes 10 seconds west 80.25 feet to the point of beginning.

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955. Improved by a completed and in operation gasoline and oil service station.

The property is subject to the following:

(a) Deed from James G. Anderson and wife to the State Roads Commission, recorded in J.H.H. No. 283 folio 267

(b) Deed from Frederick E. Voges and wife to State Roads Commission, recorded in J.H.H. No. 297 folio 200.

(c) Deed from Carl S. Thomas and wife to the State Roads Commission, recorded in J.H.H. No. 812 folio 360.

(d) Deed from All States Corporation to the State Roads Commission, recorded in J.H.H. No. 657 folio 476

(f) Certain easement area and rights of ways as set forth in Deed dated June 1, 1953, recorded in J.H.H. No. 763 folio 545 from All States Corporation, et al to State of Maryland to the use of State Roads Commission

(g) Deed dated March 15, 1955, recorded in Liber J.H.H. No. 910 folio 34 from All States Corporation to Corneal J. Mack, prohibiting the use of said property for a motel etc.; and Various Utility Agreements, duly recorded, affecting the property.

This sale does not include any portion of the property that lies in the beds of Mill Bottom and Black Bottom Roads, but the property has the right of user therein and thereunder with others.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale. balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest 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-8

ORDER NISI

WALTER S. CALWELL,

Attorney named in Mortgage

versus

ALL COUNTIES CORPORATION

LIBER 138 PAGE 36

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,766 Equity

Ordered, this 16th 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 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 $ 15,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. Md. Gazette (For February 22 Edition)

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

ALL COUNTIES CORPORATION

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 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. Ernest

JUDGE.

FILED

1962 MAR 29 AM 11:18

12

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ALL COUNTIES CORPORATION	:	ANNE ARUNDEL COUNTY
	:	Equity No. 14,766

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Baltimore Federal Savings and Loan Association, by Walter S. Calwell, its Solicitor, respectfully represents unto you Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Fifty-one Thousand Two Hundred (51,200.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on February 14th, 1962 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, holder of the aforesaid Mortgage, for lack of a higher bid, for the sum of Fifteen Thousand ($15,000.00) Dollars, which figure is considerably less than the amount of Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $51,200.00 to that of $15,000.00.

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION.

BY Charles E. Williams
Charles E. Williams, Vice President

Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of February, 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, Petitioner, and made oath in due form of Law that the matters and facts above set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

14

UPON the aforegoing Petition and Affidavit, it is this 15th day of February, 1962, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $51,200.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $15,000.00.

Matthew S. Evans
Judge

FILED
1962 FEB 28 PM 12:27

15

LIBER 138 PAGE 40

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. 14,766 Equity

WALTER S. CALWELL, Attorney named in Mortgage

versus

ALL COUNTIES CORPORATION

Ordered, this 16th 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 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 $15,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Order Nisi - Sale - Equity 14,766

All Counties Corporation

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

FILED

1962 MAR 28 PM 4:20

No. M. G. 28 Folio

16

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

All Counties Corporation

LIBER 138 PAGE 41

In the

Circuit Court

For

Anne Arundel County

Equity # 14,766

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 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 #595

All of which is respectfully submitted.

April 16, 1962

Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 APR 17 AM 10:05

17

Dr. The Mortgaged Real Estate of All Counties Corporation in ac.

To	Attorney for fee, viz.	1000	00		
To	Attorney for his commissions, viz.	483	38		
				1483	38
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	29	25		
	Auditor, this account	22	50		
				61	75
To	Attorney for disbursements as per vouchers and memoranda exhibited to the Auditor				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	134	76		
	Order Nisi - sale	15	00		
	Gorges and Company - bond premiums	60	00		
	E. T. Newell and Company, Inc.				
	Auctioneer's fee	25	00		
	Advertising - Sun	67	60		
	Adjustment - 1962 State & County Taxes	60	59		
	½ Federal & State Stamps	24	75		
	Notary Public	1	50		
				389	20
To	Baltimore Federal Savings and Loan Assoc. this balance on account of mortgage claim			13,178	17
				15,112	50
	Amount of Mortgage claim filed	51,190	95		
	Interest from 1/24/62 to 4/10/62 5%	497	69		
		51,688	64		
	Credit allowed above	13,178	17		
	Balance subject to decree in personam	38,510	47		

18

with Walter S. Calwell, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of sale filed	15,000 00	
By	Interest on deferred payment 2/14/62 to 3/30/62	112 50	
			15,112 50
			15,112 50

LIBER 138 PAGE 44

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 May, 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

LIBER 138 PAGE 45

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
FRANCIS TALL SISSON AND ALBERT	:	FOR
C. SISSON, HER HUSBAND	:	ANNE ARUNDEL COUNTY

No 14,765 Equity

MR. CLERK:

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

George E. Rullman,
Attorney named in Mortgage

FILED

1962 JAN -4 PM 2:02

No. 14,428 Equity

No. 14,765 Equity

LIBER 138 PAGE 46 LIBER 1192 PAGE 560

MORTGAGE FEE—COUNTY

This Mortgage, Made this 25th day of March in the year nineteen hundred and fifty-eight (1958), by and between Francis Tall Sisson and Albert C. Sisson, her husband, parties of the first part, hereinafter called MORTGAGORS and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called MORTGAGEE, Witnesseth:-

WHEREAS, the said MORTGAGORS have received by way of loan from the said MORTGAGEE an advance in the sum of Seventeen Thousand Dollars ($17,000.) as evidenced by their promissory note of even date herewith, for said amount, payable in five years from the date hereof; with interest thereon at the rate of six per cent (6%) per annum, payable monthly; it being understood and agreed by the parties hereto that the said MORTGAGORS shall pay not less than the sum of Two Hundred Ten Dollars ($210.00) monthly, the interest to be first deducted and the balance to be applied on the principal, the remaining balance on principal to be due and payable five years from the date hereof; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the times limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and of the sum of Five Dollars ($5.00), the receipt whereof in full is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns,

ALL those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 151 and 152 as laid down and shown on the Plat of Round Bay on the Severn recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 19.

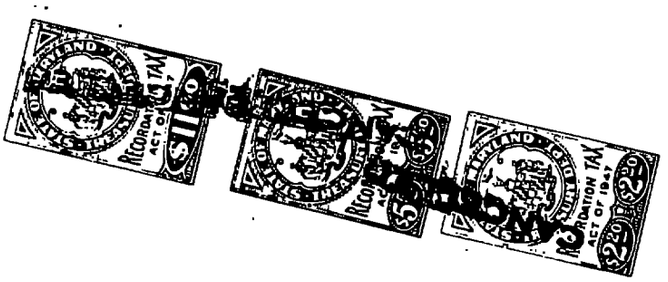
BEING all that lot and parcel of land conveyed to Annie L. Tall, widow, by Frank H. Frainie and Margaret L. Frainie, his wife, by deed dated January 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 416. The said Annie L. Tall having died intestate April 26, 1938, leaving as her only heir-at-law, Francis Tall Sisson. Said

FILED 1961 JUN -5 PM 2:28 1962 JAN -4 PM 2:03

estate being fully administered in the Orphans Court for Anne Arundel County.

SAVING AND EXCEPTING so much thereof of Lot No. 151, being ten feet of the same, which was conveyed by the Mortgagors herein to Oscar V. Dawes and Marian J. Dawes, his wife, by deed dated March 1, 1944 and recorded as aforesaid in Liber J.H.H. 300, folio 402.

Property intended to be covered by this mortgage has a frontage of 90 feet on Luna Lane with a depth therefrom of 182.7 feet.



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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors, ~~heirs~~ and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seventeen Thousand and no/100 Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns 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 Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either ot them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, ~~personal representatives~~ or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty and no/100 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, ~~personal representatives~~ and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors, ~~personal representatives~~ and assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen Thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, ~~personal representatives~~ and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, ~~personal representatives~~ and asssigns.

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

TEST:

Barbara Ann Thompson
Barbara Ann Thompson

Francis Tall Sisson (SEAL)
Francis Tall Sisson

(SEAL)

Albert C. Sisson (SEAL)
Albert C. Sisson

(SEAL)

LIBER 138 PAGE 49 LIBER 1192 PAGE 563

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 25th day of March in the year nineteen hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Francis Tall Sisson and Albert C. Sisson, her husband, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared GeorgeE. Rullman, the Attorney named in the aforegoing mortgage and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.; and further that he is the Attorney and Agent for the said Mortgagee and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

Rec'd for record Mar. 26 1958 at 2:34 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

Francis Tall Sisson and

Albert C. Sisson, her husband

TO

County Trust Company of

Maryland

S-18.70

1958 MAR 26 PM 2:34

095 1192

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

11.00

Mortgage Note

$17,000.00 March 25, 1958

Five years after date we promise to pay to the order of

County Trust Company of Maryland

Seventeen Thousand and no/100 Dollars

With interest thereon at the rate of 6% per annum, payable monthly; with payment not less than $210.00 monthly; interest first deducted and balance to be applied; remaining balance on principal to be due and payable 5 years from the date hereof.

Value received, Francis Tall Sisson
Francis Tall Sisson

Albert C. Sisson
Albert C. Sisson

Secured by Mortgage of Even Date

Round Bay
Severna Pk. Md.

161[illegible]

FILED 1961 JUNE 5 PM 2.28

LIBER 138 PAGE 50

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
FRANCIS TALL SISSON AND ALBERT	:	FOR
C. SISSON, HER HUSBAND	:	ANNE ARUNDEL COUNTY

No. 14765 Equity

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage Debt	17,000.00
Principal Payments	5,439.31
Balance due on Principal	11,560.69
Insurance Premium advanced, May 10, 1961,	121.20
Total Balance due on Principal	11,681.89
Interest from June 25, 1961 to January 4, 1962	367.95
Total Mortgage Claim	$12,049.84

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 4th day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Vice President of Maryland National Bank, successor in interest to County Trust Company of Maryland, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 JAN -4 PM 2:03

LIBER 138 PAGE 51

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
FRANCIS TALL SISSON AND ALBERT	:	FOR
C. SISSON, HER HUSBAND	:	ANNE ARUNDEL COUNTY

No. 14,765 Equity

AFFIDAVIT

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the Maryland National Bank, successor in interest to the County Trust Company of Maryland, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

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

George E. Rullman

George E. Rullman,
Attorney and Agent, Affiant

SUBSCRIBED AND SWORN to before me this 4th day of January, 1962.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 JAN -4 PM 2:03

GEORGE W. SCIBLE. . . . . LIBER 138 PAGE 52 . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

No. 14,765 Equity

WATERFRONT RESIDENCE PROPERTY

ALL THOSE TWO LOTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY TWO FRAME DWELLINGS, ONE GARAGE AND GARAGE APARTMENT.

Under and by virtue of the power of sale contained in a Mortgage from Francis Tall Sisson and Albert C. Sisson, her husband, to The County Trust Company of Maryland, a body corporate, succeeded by Maryland National Bank, a Federal Corporation, dated March 25, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, folio 560, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, FEBRUARY 6, 1962

AT 11 O'CLOCK A. M.

the following described property, namely:

ALL those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 151 and 152 as laid down and shown on the Plat of Round Bay on the Severn recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 19.

BEING all that lot and parcel of land conveyed to Annie L. Tall, widow, by Frank H. Frainie and Margaret L. Frainie, his wife, by deed dated January 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 416. The said Annie L. Tall having died intestate April 26, 1938, leaving as her only heir-at-law, Francis Tall Sisson.

SAVING AND EXCEPTING so much thereof of Lot No. 151, being ten feet of the same, which was conveyed by the Mortgagors herein to Oscar V. Dawes and Marian J. Dawes, his wife, by deed dated March 1, 1944 and recorded as aforesaid in Liber J.H.H. 300, folio 402.

Property intended to be covered by this mortgage has a frontage of 90 feet on Luna Lane with a depth therefrom of 182.7 feet, to the waters of Severn River.

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

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

FILED

1962 JAN -4 PM 2:03

9

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 138 PAGE 53

No. 14765 Equity

LIBER 11 PAGE 208

KNOW ALL MEN BY THESE PRESENTS, THAT we, GEORGE E. RULLMAN, of Anne Arundel County, Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of January, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Francis Tall Sisson and Albert C. Sisson, her husband to County Trust Company of Maryland, succeeded in interest by Maryland National Bank bearing date the 25th day of March, 1962 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber G.T.C. No. 1192 Folio 506 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

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

As to Surety

Mary F. Schoolden
Mary F. Schoolden

Attorney in Fact

FILED

1962 JAN 19 AM 11:39

Bond approved this 19th day of January, 19 62

George T. Counsell, Clerk

GEORGE W. SCIBLE - Auctioneer

PUBLIC SALE

OF VALUABLE LIBER 138 PAGE 54

WATERFRONT RESIDENCE PROPERTY

ALL THOSE TWO LOTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY TWO F R A M E DWELLINGS, ONE GARAGE AND GARAGE APARTMENT.

Under and by virtue of the power of sale contained in a Mortgage from Francis Tall Sisson and Albert C. Sisson, her husband, to The County Trust Company of Maryland, a body corporate, succeeded by Maryland National Bank, a Federal Corporation, dated March 25, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, folio 560, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, February 6, 1962

At 11 O'clock A.M.

the following described property, namely:

ALL those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 151 and 152 as laid down and shown on the Plat of Round Bay on the Severn recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 19.

BEING all that lot and parcel of land conveyed to Annie L. Tall, widow, by Frank H. Frainie and Margaret L. Frainie, his wife, by deed dated January 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 416. The said Annie L. Tall having died intestate April 26, 1938, leaving as her only heir-at-law, Francis Tall Sisson.

SAVING AND EXCEPTING so much thereof of Lot No. 151, being ten feet of the same, which was conveyed by the Mortgagors herein to Oscar V. Dawes and Marian J. Dawes, his wife, by deed dated March 1, 1944 and recorded as aforesaid in Liber J.H.H. 300, folio 402.

Property intended to be covered by this mortgage has a frontage of 90 feet on Luna Lane with a depth therefrom of 182.7 feet, to the waters of Severn River.

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

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1962 FEB -6 PM 2:53

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

Auctioneer's Certificate

LIBER 138 PAGE 55

I hereby certify that I, as Auctioneer, offered at public sale at the Court House Door in the city of Annapolis, Maryland, on Tuesday, February, 6, 1962, at 11 o'clock a.m. the property described on the reverse side hereof and sold the property to Bertha R. Bassford at and for the price of Twenty-two Thousand Dollars ($22,000.00), she then and there being the highest bidder therefore; and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

Purchaser's Certificate

I hereby certify that I, Miles Bassford, as agent for Bertha R. Bassford, the purchaser, did buy and bid in the property described on the reverse side hereof at and for the price of Twenty-two Thousand Dollars ($22,000.00) being the highest bid obtained and I agree to comply with the terms of sale as set out on the reverse side hereof, on Tuesday, February 6, 1962.

Miles Bassford, Agent for
Bertha R. Bassford.

FILED

1962 FEB -6 PM 2:53

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,765
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
FRANCIS TALL SISSON AND ALBERT	:	FOR
C. SISSON, HER HUSBAND	:	ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Francis Tall Sisson and Albert C. Sisson, her husband, dated March 25, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, folio 560, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, February 6, 1962, at 11 o'clock a.m., and then and there sold the property to Bertha R. Bassford, at and for the sum of Twenty-two Thousand Dollars ($22,000.00), she then and there being the highest bidder therefor, which property is as follows:-

ALL those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 151 and 152 as laid down and shown on the Plat of Round Bay on the Severn recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 19.

BEING all that lot and parcel of land conveyed to Annie L. Tall, widow, by Frank H. Prainie and Margaret L. Frainie, his wife, by deed dated January 15, 1938 and recorded among the Land Records of Anne Arundel County in

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1962 FEB -6 PM 2:53

LIBER 138 PAGE 57

Liber F.A.M. No. 174, folio 416. The said Annie L. Tall having died intestate April 26, 1938, leaving as her only heir-at-law, Francis Tall Sisson.

SAVING AND EXCEPTING so much thereof of Lot No. 151, being ten feet of the same, which was conveyed by the Mortgagors herein to Oscar V. Dawes and Marian J. Dawes, his wife, by deed dated March 1, 1944 and recorded as aforesaid in Liber J.H.H. 300, folio 402.

Property intended to be covered by this mortgage has a frontage of 90 feet on Luna Lane with a depth therefrom of 182.7 feet, to the waters of Severn River.

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

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

Respectfully submitted,

George E. Rullman,
Attorney named in Mortgage

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

I hereby certify that on this 6th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

14

ORDER NISI

IN THE MATTER OF THE SALE OF

THE MORTGAGED REAL ESTATE OF

FRANCIS TALL SISSON AND ALBERT C. SISSON, HER HUSBAND

versus

LIBER 138 PAGE 58

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,765 Equity

Ordered, this 6th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney named in Mortgage

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

The report states that the amount of sale was $22,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

GEORGE E. RULLMAN, Atty.

Evening Capital (For February 9th Edition)

(Final Order)

IN THE MATTER OF THE SALE OF

THE MORTGAGED REAL ESTATE OF

versus

FRANCIS TALL SISSON AND ALBERT C. SISSON, HER HUSBAND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd 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 23 AM 11:52

F. 21733 1/55

No. 14,765 Eq.

Additional
MORTGAGEES OR ATTORNEYS BOND.

LIBER. 11 PAGE 236

LIBER 138 PAGE 59

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E.Rullman, of Anne Arundel County, Maryland

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of February, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Francis Tall Sisson and Albert C. Sisson, her husband to Maryland National Bank County Trust Company of Maryland, succeeded by bearing date the 25th day of March, 1958 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1192 Folio 560 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-Fact

As to Surety

Mary F. Schoolden

Attorney in fact

FILED

1962 FEB -8 AM 10:07

Bond approved this 8th day of February, 1962

George L. Cromwell, Clerk

OFFICE

LIBER 138 PAGE 60

ORDER NISI

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,765 Equity

In the Matter of the Sale of the Mortgaged Real Estate of FRANCIS TALL SISSON and ALBERT C. SISSON, her husband

Ordered, this 6th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of March next.

The report states that the amount of sale was $22,000.00.

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

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,765

Francis Tall Sisson,

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of March, 1962. The first insertion being made the 9th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 3-25-62 MAR -9 PM 5:22

17

LIBER 138 PAGE 61

GEORGE E. RULLMAN, ATTORNEY NAMED IN MORTGAGE.	*	IN THE CIRCUIT COURT
VS.	*	FOR
FRANCIS TALL SISSON AND ALBERT C. SISSON, HER HUSBAND	*	ANNE ARUNDEL COUNTY
	*	NO. 14,765 EQUITY

* * * * *

PETITION TO ADD PURCHASER'S CHILDREN AS CO-PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Bertha Bassford, by Noah A. Hillman her Solicitor, respectfully shows:

1. That she is the purchaser of the property described in these proceedings having been the highest bidder therefor at the Public Sale held February 6, 1962.

2. That she desires her three sons to be joint owners with her of said property and it is the childrens' wish also.

Wherefore, your Petitioner prays the Court to authorize and direct the Attorney named in mortgage, George E. Rullman, to execute a Deed to Bertha Bassford, Miles Bassford, Jack Bassford and Robert Bassford, her sons, as joint tenants and not as tenants in common.

And, as in duty bound, etc.

Solicitor for Petitioner

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

19

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 14th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bertha Bassford, who acknowledged the foregoing Petition to be her act and deed.

As witness my hand and Notarial Seal.

Naomi F. [illegible]
Notary Public

ORDER OF COURT

The foregoing Petition and other proceedings in this cause having been read and considered, it is thereupon this 23rd day of March, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Attorney named in Mortgage, George E. Rullman, upon payment of the balance of the purchase price and proper adjustments, convey the property in this proceeding to Bertha Bassford, Miles Bassford, Jack Bassford and Robert Bassford, as joint tenants and not as tenants in common.

Matthew A. Byrne
Judge

I hereby consent to passage of the above order.

George E. Rullman
George E. Rullman, Atty. Making Sale

FILED
1962 MAR 23 PM 2:58

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

19

Legal Notice

GEORGE E. RULL[illegible]N
Attorney
Annapolis, Maryland

Public Sale
Of Valuable Waterfront Residence Property

ALL THOSE TWO LOTS OR PARCELS OF LAND SITUATE, AND BEING IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY TWO FRAME DWELLINGS, ONE GARAGE AND GARAGE APARTMENT.

Under and by virtue of the power of sale contained in a Mortgage from Francis Tall Sisson and Albert C. Sisson, her husband, to The County Trust Company of Maryland, a body corporate, succeeded by Maryland National Bank, a Federal Corporation, dated March 25, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T.C. 1192, folio 560, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday,
February 6, 1962
At 11 o'clock A.M.

the following described property, namely:

ALL those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 151 and 152 as laid down and shown on the Plat of Round Bay on the Severn recorded among the Plat Records of Anne Arundel County in Plat Book 12, folio 19.

BEING all that lot and parcel of land conveyed to Annie L. Tall, widow, by Frank H. Frainie and Margaret L. Frainie, his wife, by deed dated January 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 416. The said Annie L. Tall having died intestate April 26, 1938, leaving as her only heir-at-law, Francis Tall Sisson.

SAVING AND EXCEPTING so much thereof of Lot No. 151, being ten feet of the same, which was conveyed by the Mortgagors herein to Oscar V. Dawes and Marian J. Dawes, his wife, by deed dated March 1, 1944 and recorded as aforesaid in Liber J. H.H. 300, folio 402.

Property intended to be covered by this mortgage has a frontage of 90 feet on Luna Lane with a depth therefrom of 182.7 feet, to the waters of Severn River.

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

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

J-31

No. [illegible]

OFFI[illegible] OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 63

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1962

We hereby certify, that the annexed

Public Sale

Francis Tall Sisson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

[illegible] 62 MAR 15 PM 4 By Hazel Tilghman

LIBER 138 PAGE 64

GEORGE E. RULLMAN, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR
FRANCIS TALL SISSON AND ALBERT C. SISSON, HER HUSBAND	*	ANNE ARUNDEL COUNTY
	*	NO. 14,765 EQUITY

* * * * *

PURCHASERS' AFFIDAVIT

* * * * *

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BERTHA BASSFORD, MILES BASSFORD, JACK BASSFORD and ROBERT BASSFORD, her sons, who made oath in due form of law as follows:

1. That they are not acting as agent for anyone in the purchase of the property described in these proceedings.

2. That no other persons are interested as principals in this case.

3. That they neither directly nor indirectly discouraged anyone from bidding for the said property.

As witness my hand and Notarial seal the day and year first above written.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

FILED

1962 MAR 22 PM 1:14

21

LIBER 138 PAGE 65

In the Case of

The Sale of the Mortgaged Real Estate of Francis Tall Sisson and Albert C. Sisson, her husband

VS.

In the

Circuit Court

For

Anne Arundel County

Equity #14,765

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 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 #595

All of which is respectfully submitted.

April 18, 1962

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

Auditor.

FILED
1962 APR 18 PM 4:27

Dr. The Mortgaged Real Estate of Francis T. Sisson and husband in ac.

To	Attorney for fee, viz.	50	00		
To	Attorney for his commissions, viz.	695	94		
				745	94
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	36	75		
	Auditor, this account	30	00		
				76	75
To	Attorney for his disbursements as per vouchers and memoranda exhibited to the Auditor				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	80	52		
	Order Nisi - sale	15	00		
	Speer Publications, Inc., hand bills	12	57		
	The Fund Insurance Co., bond premiums	88	00		
	George W. Scible, Auctioneer's fee	150	00		
	½ Federal & State Rev. stamps	36	30		
	1961 State & County taxes	366	90		
	Adjustment 1962 State & County taxes	35	03		
	Notary fees	1	50		
				785	82
To	Maryland National Bank, Mortgagee in full for Mortgage claim, viz.				
	Amount of Mortgage claim filed	12,049	95		
	Interest thereon 6% from 6/25/61 to 5/4/62	608	95		
				12,658	90
To	Bertha Bassford, second Mortgagee, this balance on account of second Mortgage claim filed			7,930	59
				22,198	00
	Amount of second Mortgage claim filed	23,769	44		
	Credit allowed above	7,930	59		
	Balance subject to decree in personam	15,838	85		

23

with George E. Rullman, Attorney named in Mortgage Cr.

By	Amount of Sale, as per Attorney's Report of sale filed	22000	00		
By	Interest on deferred payment to 4/5/62	198	00		
				22,198	00
				22,198	00

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 7th day of May, 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 MAY -7 PM 2:18

George T. Cromwell Clerk

By

LIBER 138 PAGE 69

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN * IN THE

CIRCUIT COURT

VS. FOR

ANNE ARUNDEL COUNTY

ROBERT L. CARTER and
MARY D. CARTER, his wife. IN EQUITY

14,802

* * * * *

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, the same being a mortgage from the Defendants to the Plaintiff dated July 26, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1495, folio 396.

John B. Rowe

John B. Rowe, Attorney named in Mtge.

FILED

1962 JAN 30 AM 11:14

CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1495 PAGE 396 LIBER 138 PAGE 70

No. 14802

This Mortgage,

made this - - - 26th - - - day of July in the year one thousand nine hundred and sixty-one, between ROBERT L. CARTER and MARY D. CARTER, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said ROBERT L. CARTER and MARY D. CARTER, his wife, the sum of Twelve Thousand Nine Hundred Ninety - - - - (12,990.00) - - - - - - - dollars, being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6% per cent per annum, in the manner following:

By the payment of Seventy-eight - - - - - - - - - (78.00) - - - - - - - - - - dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot 10, Block D, as shown on Plat of Section 1, North Wellham, recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 25. The improvements thereon being known as No. 1405 Rowe Drive.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded immediately prior hereto was granted and conveyed by First Federal Savings and Loan Association of Brooklyn unto the within named Mortgagors.

SUBJECT to an easement 5 feet wide along the rear of said lot for utilities, as shown on the Plat above referred to.

Plaintiffs Exh. No 1

FILED

1962 JAN 30 AM 11:14

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Twenty (120.00) Dollars payable half-yearly on the 16th days of April and October in each and every year.

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee as follows:

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

II. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be filed.

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

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

VII. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

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

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager

Robert L. Carter (SEAL)
Robert L. Carter

Mary D. Carter (SEAL)
Mary D. Carter

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of July Balto. County, 19 61, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~Balto City aforesaid~~, personally appeared ROBERT L. CARTER and MARY D. CARTER, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC BALTIMORE CITY

Barbara G. Yeager, Notary Public

Rec'd for record Aug. 1, 1961 at 12:11 P.M.

Mailed to Rowe, Rodes & Vick

STATEMENT OF MORTGA(CLAIM LIBER 138 PAGE 73

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

ROBERT L. CARTER and

MARY D. CARTER, his wife.

DOCKET 20 FOLIO 114
CASE NO. 14 807
FILED

IN THE

CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Original amount of mortgage	$12,990.00
Less: Payments on account of principal	2.20
	$12,987.80
* Plus unpaid interest to January 31, 1962	324.75
	$13,312.55
Less credit balance in Property Exp. Acct.	122.34
	$13,190.21

*Plus interest to date of ratification of Auditor's Account.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of Jan. in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared PETER J. LOMBARDI, Executive Vice-Pres. of First Fed. S/L Association of Brooklyn

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

As witness my hand and Notarial Seal.

Barbara G. Yeager
Notary Public.

BARBARA G. YEAGER

FILED
1962 JAN 30 AM 11:1

5

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

LIBER 138 PAGE 74

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

ROBERT L. CARTER and MARY D. CARTER, his wife,

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Docket 20 Folio 114

Case No. 14,802

Filed 1-30-62

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 BALTIMORE COUNTY and for ~~said City~~, personally appeared PETER J. LOMBARDI, EXECUTIVE VICE-PRESIDENT OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

Peter J. Lombardi
Affiant.

Subscribed and sworn to before me this 29th day of January 1962.

Barbara G. Yeager
Notary Public
BARBARA G. YEAGER

NOTARY PUBLIC

FILED

1962 JAN 30 AM 11:15

6

Mortgagee and Attorney's Bond.

I-369

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

LIBER 138 PAGE 75

LIBER 11 PAGE 220

No. 14,802

Know All Men by These Presents:

That we John B. Rowe, 2 East Lexington Street, Baltimore 2, Maryland

.....as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTEEN THOUSAND, TWO HUNDRED AND NO/100 ($13,200.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 29th day of January in the year nineteen hundred and sixty-two

Whereas, the above bounden John B. Rowe

by virtue of the power contained in a Mortgage from Robert L. Carter and Mary D. Carter, his wife, to First Federal Savings & Loan Association of Brooklyn

bearing date the.....day of.....nineteen hundred and.....

and recorded among the Land Records of Anne Arundel County, in Liber.....

No....., Folio....., and.....

1405 Rowe Drive, A. A. Co., Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden John B. Rowe

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

Signed, Sealed and Delivered in the presence of

Harold M. Vick

WITNESS:

S. Alvey

John B. Rowe (Seal)

.....(Seal)

.....(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 JAN 30 AM 11:15

Bond approved this 30 day of January, 1962

George T. Bramble, Clerk

ROWE, ROWE AND VICK
2 E. Lexington St.
Baltimore 2, Maryland

Mortgage Sale

OF VALUABLE LEASEHOLD RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Robert L. Carter and Mary D. Carter, his wife, to First Federal Savings and Loan Association of Brooklyn, a body corporate, dated July 26th, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1495, folio 396, (default having occurred thereunder), the undersigned will sell at public auction at the Court House Door, Annapolis, Maryland, on

Friday,
February 23, 1962
at 12 O'clock Noon

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

BEING known and designed as Lot 10, Block D, as shown on Plat of Section 1, North Wellham, recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 25. The improvements thereon being known as No. 1405 Rowe Drive.

Said lot having a frontage on the Easterly side of Rowe Drive of 70.53 feet with an irregular depth Easterly of approximately 155 feet. Subject to an annual ground rent of One Hundred Twenty ($120.) Dollars.

IMPROVED by a ranch type frame dwelling.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax, if any, to be borne by purchaser. Subject also to such covenants, conditions and restrictions of record, if any, as may be effect said lot of ground.

JOHN B. ROWE
Attorney named in Mortgage
T. C. W. HOBBS, Auctioneer

F-22

No. 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 76

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed

Mortgage Sale 14,802

Robert L. Carter

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 February, 1962. The first insertion being made the 1st day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 FEB 23 PM 1:59

By Hazel Tilghman

LIBER 138 PAGE 77

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	*	IN EQUITY
ROBERT L. CARTER and MARY D. CARTER, his wife	*	No. 14802 Equity

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

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

The Report of Sale of John B. Rowe, Attorney named in the mortgage filed in these proceedings reports that pursuant to the power and authority conferred upon him by the abovementioned mortgage and having given the required bond and having given notice of the time, place, manner and terms of sale by advertisements inserted in the MARYLAND GAZETTE, a newspaper published in Anne Arundel County, State of Maryland, did pursuant to said notice attend at the Court House door in Annapolis, Anne Arundel County, Maryland, on Friday, February 23rd, 1962, at 12 o'clock noon and then and there sold by public auction the leasehold property described in the mortgage filed in these proceedings to First Federal Savings and Loan Association of Brooklyn, a body corporate, at and for the sum of Eleven Thousand ($11,000.00) Dollars. The abovementioned purchaser being the highest bidder therefor.

John B. Rowe

JOHN B. ROWE, Attorney named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I hereby certify, that on this 27th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN B. ROWE, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Barbara G. Yeager

Barbara G. Yeager, Notary Public

1962 FEB 28 P.M. 9:45

ORDER NISI

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

versus

ROBERT L. CARTER and
MARY D. CARTER, his wife

LIBER 138 PAGE 78
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,802 Equity

Ordered, this 28th day of February, 19 62, That the sale of the property in these proceedings mentioned made and reported by JOHN B. ROWE, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of April next.

The report states that the amount of sale was $ 11,000.00

George T. Crommell Clerk.

True Copy,

TEST: Clerk.

JOHN B. ROWE, Atty.
(Final Order)

Md. Gazette (For March 8th Edition)

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

versus

ROBERT L. CARTER and
MARY D. CARTER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of April, 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 APR 17 PM 3:04

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 79

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,802

Robert L. Carter

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 April, 1962. The first insertion being made the 8th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 28649

1962 APR -3 PM 1:23

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,802 Equity

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

VERSUS

ROBERT L. CARTER and MARY D. CARTER, his wife

Ordered, this 28th day of February 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN B. ROWE, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of April next.

The report states that the amount of sale was $11,000.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk

M-29

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
V.	*	IN EQUITY
ROBERT L. CARTER and MARY D. CARTER, his wife,		
* *	*	* *

LIBER 138 PAGE 80

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 12th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, by PETER J. LOMBARDI, its Executive Vice-President, purchaser at the foreclosure sale in this cause, and made oath in due form of law that the First Federal Savings and Loan Association of Brooklyn is the purchaser and purchased same as principal and not as agent for anyone, and that it has not directly or indirectly discouraged anyone from bidding for the said leasehold property as listed below, and mentioned in said Report of Sale.

1405 Rowe Drive

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

BY: Peter J. Lombardi
Peter J. Lombardi, Executive
Vice-President.

Barbara G. Yeager
Barbara G. Yeager, Notary Public

My Commission Expires May 6, 1963.

FILED
1962 APR 13 AM 10:54

LIBER 138 PAGE 81

In the Case of

First Federal Savings and Loan Association of Brooklyn

VS.

Robert L. Carter and Mary D. Carter, his wife

In the

Circuit Court

For

Anne Arundel County

EQUITY #14,802

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 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 #595

All of which is respectfully submitted.

April 26, 1962

Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 APR 26 PM 1:42

13

Dr. Mortgaged Real Estate of Robert L. Carter & Mary D. Carter, his wife in ac.

To	Attorney, for fee, viz.	100	00		
To	Attorney, for commissions, viz.	242	58		
				342	58
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	28	00		
	Auditor, this account	22	50		
				60	50
To	Attorney, for his disbursements as per vouchers and memoranda exhibited to the Auditor				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	61	24		
	Order Nisi - sale	15	00		
	Stump-Harvey & Co., Inc. - bond	52	80		
	T. C. W. Hobbs, Auctioneer's fee	40	00		
	Adjustment-ground rent 5 mo. 21 days	56	93		
	½ Federal & State stamps	18	15		
	Notary fee	1	50		
				245	62
To	First Federal S & L/A of Brooklyn, Mortgagee, on account of mortgage claim			10,654	23
				11,302	93
	Amount of Mortgage claim filed	13,190	21		
	Interest from 2/1/62 to 5/10/62 6%	213	16		
		13,403	37		
	Credit the amount allowed above	10,654	23		
	This amount subject to decree in personam	2,749	14		

19

with John B. Rowe, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of sale filed	11,000	00		
By	Interest on purchase money 1 month 17 days	86	11		
By	Adjustment - 1962 State & County taxes 10 momths 5 days	168	85		
By	Adjustment - 1962 water service 10 months 5 days	17	20		
By	Adjustment - sanitary charges 1 month 5 days	30	77		
				11,302	93
				11,302	93

15

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 14th day of May, 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.

LIBER 138 PAGE 85

EX PARTE IN THE MATTER OF

ROBERT WILSON TUCKER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13512 EQUITY

PETITION FOR APPOINTMENT OF COMMITTEE

FOR INCOMPETENT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petitioner, Martha Elizabeth Tucker, by her attorney, Eleanor A. Crawford, respectfully shows:

1. That your Petitioner is the wife of Robert Wilson Tucker; that your Petitioner is of full legal age and resides at 506 Hamlen Road, Glen Burnie, Maryland; and that the said Robert Tucker was hospitalized at St. Agnes Hospital, Baltimore, Maryland from September 29, 1959 to October 30, 1959, and has been confined to the Mid Town Nursing Home, at 808 St. Paul St., Baltimore, Maryland, since that date and will be confined there for an indefinite period.

2. That on the 29th day of September, 1959, the said Robert Tucker suffered a cerebral hemorrhage which has resulted in a partial paralysis of his left side; that he will require treatment in said nursing home by a physiotherapist for a period of several months; that as a result of his physical condition he has been suffering from a mental disability since September 29, 1959, characterized by faulty memory and impairment of judgment, and is expected to remain mentally incompetent for the next three to twelve months.

3. That the said Robert Tucker is now incapable of managing his own person and property and your Petitioner files herewith and prays

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1959 NOV -6 [illegible]

that the same be taken as a part thereof, the certificates of two medical doctors who have practiced medicine in the State of Maryland for more than the past five years, certifying to the mental disability and incompetency of the said Robert Tucker, and stating the cause, nature and probable duration of his incompetency; said certificates being marked Petitioner's Exhibits "A" and "B", and that one of the said medical doctors has attended and examined the said Robert Tucker within ten days immediately preceding the filing of this petition.

4. That the said Robert Tucker is in the business of operating a gasoline filling station, as owner of the business and lessee of the business premises; said business being known as "Bob's Flying A Station", located at 425 Crain Highway S. E., Glen Burnie, Maryland, and premises being leased from the Tidewater Oil Company, Baltimore, Maryland; that operation of the said gasoline filling station provides the only source of income for said Robert Tucker and his dependent wife, Martha E. Tucker, who is a semi-invalid, and his dependent minor daughter, Martha Janette Tucker, fifteen years of age; that said business has deteriorated and has been greatly damaged by the absence of Robert Tucker inasmuch as said business requires daily attention to operation and management and constant supervision of four employees; and further, that the present lease for the premises with the Tidewater Oil Company will expire on November 10, 1959 at which time the lease must be renewed in order for the business to continue to operate but it is not expected that the said Robert Tucker will have recovered from his mental disability by November 10, 1959. Copy of said lease attached hereto as Exhibit "C".

5. That the said Robert Tucker is seized and possessed of leasehold property, together with your Petitioner, as tenants by the entireties, said property being located at 506 Hamlen Road, Glen Burnie, Maryland; and being the place where your Petitioner now resides; and the said premises being valued at $14,270.00, and subject to a mortgage held by

S. L. Hammerman Organization, Inc., Baltimore, Maryland, of approximately $12,000.00, and which is now one month in arrears. Original copy of Deed attached hereto as Exhibit "D".

6. That the said Robert Tucker also possesses a checking account at the Bank of Glen Burnie in the aame of "Tucker Flying A Service", the balance of which is $227.18; a life insurance policy with the John Hancock Mutual Life Insurance Company, Policy No. M723274, in the amount of $1,000.00, which has a cash and loan value of $420.00; and a 1952 Dodge automobile valued at approximately $200.00; and that to the knowledge of your Petitioner, the said Robert Tucker has no other real or personal property.

7. That by reason of his mental disability the said Robert Tucker is unfitted for the prudent management of his affairs and your Petitioner verily believes and avers that it is now necessary for this Honorable Court to appoint a Committee to take charge of and manage the person and estate of the said Robert Tucker until such time as he has recovered from his mental disability and, upon proper order of this Honorable Court, to pay income therefrom, and/or to convert such portion thereof into cash as may be necessary for the support and maintenance of said Robert Tucker, and his dependent wife and dependent minor daughter, inasmuch as the said Robert Tucker will require and continue to require medical and nursing care which will necessitate the expenditure of large sums of money and is a burden which your Petitioner cannot meet as she is without personal funds or means of support; and further, your Petitioner believes and avers that, in order to protect and conserve the property and estate of the said Robert Tucker and to provide maintenance and support for the said Robert Tucker and his dependents, it is necessary for a Committee to take immediate action,and prior to the date of the hearing on this Petition,to (1) renew aforementioned lease with the Tidewater Oil Company, (2) to take charge of, manage and operate business known as "Bob's Flying A Station", (3) to take possession of funds in checking account on deposit with the Bank of Glen Burnie, (4) to make

necessary expenditures to the Mid Town Nursing Home for the care of Robert Tucker and to pay your Petitioner an amount sufficient to provide herself and her minor daughter with food and necessities, and (5) to offer aforementioned life insurance policy to a local bank as security for a loan of $420.00, said sum to be used for the expenditures outlined in this paragraph.

8. That your Petitioner desires herself and Eleanor A. Crawford, attorney, to be appointed as Committee for the said Robert Tucker.

WHEREFORE your Petitioner prays:

(a) That this Honorable Court appoint a Committee to take charge of and manage the person and estate of the said Robert Tucker with full power and authority to act in the premises subject to the orders of the Court.

(b) That an Order be passed directing said Committee to perform such duties as are set forth in the Order, immediately and prior to the date of hearing set for Petition, and directing the Clerk of the Circuit Court to issue summons in accordance with Article 16, Section 135, directed to Robert Tucker at Mid Town Nursing Home, 808 St. Paul St., Baltimore, Maryland, within ten days after date of said order, that a copy of the summons, this petition, and said order be served on the Superintendent of the Mid Town Nursing Home; that the Petition be set for hearing on orafter fifteen days from the date of the order; and that the said Robert Tucker be allowed to make an appearance and answer at any time before or after decree.

(c) That your Petitioner may have such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND, ETC.

Martha Elizabeth Tucker
Martha Elizabeth Tucker

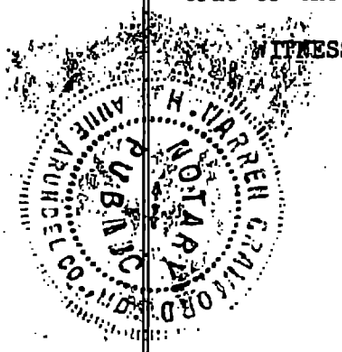
Eleanor A. Crawford
Eleanor A. Crawford
103 Crain Highway, S. E.
Glen Burnie, Maryland
So 6 - 1478
Attorney for Petitioner

4

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, that on this 4th day of November 1959, before me, the subscriber, a Notary Public, duly appointed, commissioned and qualified, in and for the State and County aforesaid, personally appeared MARTHA ELIZABETH TUCKER who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her knowledgee, information and belief.

WITNESS MY HAND AND NOTARIAL SEAL:



Notary Public

5

LIBER 138 PAGE 90

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 30 day of October 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 Baltimore City, aforesaid, personally appeared CHARLES BAGLEY, III, who made oath in due form of law that he is a medical doctor practicing in the State of Maryland since 1950; that on the 17th day of October, 1959, he examined ROBERT TUCKER, who resides at 506 Hamelen Road, Glen Burnie, Maryland, but who is at this time a patient at St. Agnes Hospital, Baltimore, Maryland; that he believes the said Robert Tucker to be 51 years of age; that from the opportunity afforded him of observing the said Robert Tucker, he is of the opinion that he is now and has been since suffering a mental disability, which is chronic brain syndrome

cause as follows:

cerebral hemorrhage

nature and extent as follows:

pt. paralyzed on left side; memory is fairly; judgment is impaired

probable duration as follows:

3 - 12 months (he probably will recover mentally

that by reason of said mental disability the said Robert Tucker is incompetent to take charge of and manage his property and affairs, or to execute a valid deed, or contract; and that he is further of the opinion that it will be seriously detrimental to the said Robert Tucker, both physically and mentally, to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Mary C. Ryland
Notary Public

commission expires May 1, 1961

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1959 NOV -6 PM 2:30

6

EXHIBIT A

STATE OF MARYLAND, LIBER 138 PAGE 91, to wit:

I HEREBY CERTIFY, That on this 28th day of October 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 CITY OF BALTIMORE, aforesaid, personally appeared A. R. SOSNOWSKI, who made oath in due form of law that he is a medical doctor practicing in the State of Maryland since 1950; that on the 28th day of October, 1959, he examined ROBERT TUCKER, who resides at 506 Hamlen Road, Glen Burnie, Maryland, but who is at this time a patient at St. Agnes Hospital, Baltimore, Maryland; and who is also under the care of Dr. A. R. Sosnowski, that he believes the said Robert Tucker to be 51 years of age; that from the opportunity afforded him of observing the said Robert Tucker, he is of the opinion that he is now and has been since 29 Sept 59 suffering a mental disability, which is poor judgment, confusion

cause as follows:

1) Cerebro-Vascular Accident

2) Toxic delirium - 2 day to Urea Retention

nature and extent as follows:

Arteriosclerosis c̄ Thrombus formation - marked

probable duration as follows:

Clearing should be noted in next 6-8 weeks

that by reason of said mental disability the said Robert Tucker is incompetent to take charge of and manage his property and affairs, or to execute a valid deed, or contract; and that he is further of the opinion that it will be seriously detrimental to the said Robert Tucker, both physically and mentally, to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Notary Public

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EXHIBIT B

ASSIGNMENT—CODE—CITY OR COUNTY

LIBER 138 PAGE 92

LIBER 1261 PAGE 559 NO TITLE EXAMINATION

This Deed, Made this 15th day of November

in the year one thousand nine hundred and fifty-eight by and between

George H. Pentz and Nelmarie P. Pentz, his wife

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

Robert W. Tucker and Martha E. Tucker, his wife

of the second part

Witnesseth, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged

the said parties of the first part

do grant and convey unto the said parties of the second part, ROBERT W. TUCKER and MARTHA E. TUCKER, his wife, as tenants by the entireties, the survivor of them, their assigns, and the personal representatives and assigns of the survivor,

all that lot of ground situate in the Third Election District, Anne Arundel County, aforesaid, and described as follows, that is to say:

ALL that lot of ground known and designated as Lot No. 506, Block G as shown on the Plat of Section 2 of Monroe Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod C-C, Plat No. 7. The improvements thereon being known as No. 506 Hamlen Road.

BEING that same lot of ground which by Assignment dated July 9, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1046, Folio 587, was granted and assigned by MONUMENTAL HOMES CORPORATION, a body corporate, unto GEORGE H. PENTZ and NELMARIE P. PENTZ, his wife.

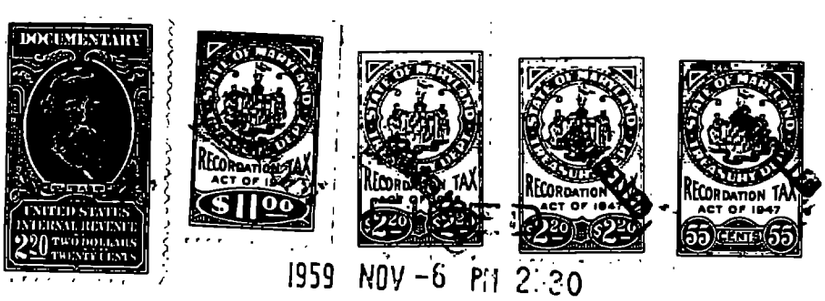

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EXHIBIT C

LIBER 1261 PAGE 560

LIBER 138 PAGE 93

Together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

To Have and To Hold the said described lot of ground and premises, unto and to the use of the said ROBERT W. TUCKER and MARTHA E. TUCKER, his wife, as tenants by the entireties, the survivor of them, their assigns, and the personal representatives and assigns of the survivor,

~~personal representatives 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 ---00/100 Dollars, payable half-yearly on the twentieth days of April and October in each and every year.

AND the said parties of the second part, as part of the consideration for these presents, hereby covenant and agree to assume the obligation for the repayment of the balance of the indebtedness secured by the Mortgage, upon this property, from the said parties of the first part to S. L. Hammerman Organization.

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

Witness the hands and seals of said grantors:

Test:

W. F. Holder

GEORGE H. PENTZ (SEAL)

NELMARIE P. PENTZ (SEAL)

State of ~~Maryland~~ Florida, to wit:

I HEREBY CERTIFY, That on this 14 day of November in the year one thousand nine hundred and fifty-eight before me, the subscriber, a Notary Public of the State of ~~Maryland~~ FLORIDA, ~~in and for~~ at large aforesaid, personally appeared GEORGE H. PENTZ and NELMARIE P. PENTZ

the grantors named in the above Deed, and they acknowledged the aforegoing Deed to be ~~their~~ act.

AS WITNESS my hand and Notarial Seal.

Malcolm A. Baldwin Notary Public.

Notary Public, State of Florida at Large
My Commission Expires March 21, 1960
Bonded By American Fire & Casualty Company

4.25

9

10

WITNESS the hands and seals of said grantees:

LIBER 1261 PAGE 561

TEST:

H. WARREN CRAWFORD

Robert W. Tucker (SEAL)
ROBERT W. TUCKER

Martha E. Tucker (SEAL)
MARTHA E. TUCKER

LIBER 138 PAGE 94

State of Maryland. County of Anne Arundel to wit:

I HEREBY CERTIFY, That on this 22 day of ~~November~~ DECEMBER in the year one thousand nine hundred and fifty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared ROBERT W. TUCKER and MARTHA E. TUCKER the grantees named in the above Deed, and they acknowledged their joinder in the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

H. Warren Crawford, Notary Public

4.25

Rec'd for record Dec 23 1958 at 9.32 A.M.
Mailed to Eleanor A. Crawford, Atty.

ASSIGNMENT

JOSEPH H. GRISCOM, SR., FRESS
FROM
TAXES
PAID TO
DEC 31, 1958

GEORGE H. PENTZ and

NELMARIE P. PENTZ, his wife

TO

ROBERT W. TUCKER and

MARTHA E. TUCKER, his wife

BLOCK NO.

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

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 DEC 23 AM 9:32 RECORDED IN LIBER GTC NO. 1261 FOLIO 559 GEO. T. BROMWELL, CLERK

Cost of Record, $ 4.25

Eleanor A. Crawford, Attorney
12 Crain Highway, S.
Glen Burnie, Md.

LUCAS BROS., INC., BALTIMORE 2, MD. FORM #87

I hereby certify that the property named in this deed has been transferred as provided by act 1920. p.

LIBER 138 PAGE 95

TIDEWATER OIL COMPANY
EASTERN DIVISION
SUBURBAN STATION BUILDING
1617 PENNSYLVANIA BOULEVARD - PHILADELPHIA 3, PENNSYLVANIA
TELEPHONE: LOCUST 8-3838

January 20, 1959

Mr. Robert W. Tucker
401 Morningside Avenue
Glen Burnie, Maryland

Re: Service Station Premises at:
Crain Highway & 5th Avenue
Glen Burnie, Maryland

Dear Sir:

We enclose herewith your executed copies of lease agreements as follows, covering the leasing to you of service station premises as noted above.

Dated November 11, 1958

Effective November 11, 1958

SERVICE STATION LEASE

DEALER CONTRACT

IMPRINTER CONTRACT

We look forward with pleasure to the continuance of friendly relations during the term of this lease.

Cordially yours,

TIDEWATER OIL COMPANY

L. W. Bacon

L. W. BACON
Sales Assistant

#941

3719

Form 4199-3/57

FLYING A
CREDIT CARD EQUIPMENT LEASE

LIBER 138 PAGE 96

THIS LEASE, made this ~~19th~~ 11TH day of ~~September~~ NOVEMBER, 19 58, between TIDEWATER OIL COMPANY, a Delaware corporation, with offices at 17 Battery Place, New York, New York, "Lessor" and ROBERT W. TUCKER, doing business at service station premises located at Crain Highway & 5th Avenue Street, in the City or Town of Glen Burnie, County of Anne Arundel, State of Maryland, "Lessee".

WITNESSETH:

1. Lessor hereby leases to Lessee and agrees, at Lessor's own expense, to provide and install at Lessee's above service station premises one FLYING A IMPRINT MACHINE and STAND for use by Lessee in making out delivery receipts for credit sales made by Lessee to the owners of credit cards which Lessee may honor under Lessor's Credit Card Plan.

2. The term of this lease shall be for a period of one year commencing on the date of installation of said machine and stand and from year to year thereafter, subject to termination at the end of the first or any subsequent year by either party upon ten days' written notice to the other. If Lessee shall cease to handle and sell Lessor's branded gasolines at Lessee's above service station premises then this lease shall automatically terminate. If Lessee occupies said premises under a lease from Lessor then this lease shall automatically terminate upon any termination of such lease.

3. Lessee shall pay to Lessor for said machine and stand a rental at the rate of $12.00 per year, payable in semi-annual installments of $6.00 each, on the first day of the first and seventh months during the term hereof.

4. Lessor shall make all necessary repairs to said machine and stand during the term hereof, it being agreed, however, that Lessee shall reimburse Lessor for the cost of all repairs which may be required as a result of negligence of, or misuse by, Lessee or Lessee's employees, or mischievous acts of third parties. Lessee shall promptly notify Lessor in writing of any repairs or other servicing required to said machine and stand, whether the same may be occasioned by Lessee's own negligence or misuse or otherwise.

5. Upon default by Lessee in making any of the payments or fulfilling any of Lessee's obligations hereunder Lessor shall have the right to terminate this lease by giving to Lessee ten days' prior written notice of its intention to do so.

6. Lessor shall upon any termination of this lease by lapse of time or otherwise, have the right, for the period of thirty days, to enter upon Lessee's above premises at any time and remove said machine and stand.

7. This lease contains the entire agreement and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This lease may not be assigned by Lessee without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease the day and year first above written.

WITNESS:

TIDEWATER OIL COMPANY

By _____

Robt W. Tucker

Lessee

Robert W Tucker

12

FORM 3821 REV. 8-57

TIDEWATER OIL COMPANY
(EASTERN DIVISION)

DEALER CONTRACT

GASOLINE AND LUBRICANTS

This contract made the ~~19th~~ 11th & 24th day of ~~September~~ NOVEMBER, 19 58, between

TIDEWATER OIL COMPANY, a Delaware corporation, with offices at No. 17 Battery Place, New York 4, N. Y., called "Seller",

and ROBERT W. TUCKER
(If a partnership, so state, giving names of partners; where trade name, state name of proprietor)

doing business at premises located at Crain Highway & 5th Avenue Street, in the

City or Town of Glen Burnie, County of Anne Arundel,

State of Maryland, called "Dealer".

UBER 138 PAGE 97

WITNESSETH:

1. **TERM:** The term of this contract shall be for a period of One year(s) commencing on the 11th day of November 19 58, and from year to year thereafter, subject to termination at the end of the initial period or any such subsequent year by either party upon thirty (30) days' prior written notice mailed to the other party at its above address. If Dealer occupies the above premises under a lease from Seller, then in that event, notwithstanding anything herein to the contrary, this contract shall terminate automatically upon any termination of said lease.

2. **PRODUCTS AND QUANTITIES:** Seller shall sell and deliver to Dealer and Dealer shall purchase and take from Seller during the term hereof Dealer's requirements of Flying A Gasoline, Flying A Super Extra Gasoline, Veedol Motor Oils and Greases and Tydol Motor Oils for resale at the above premises of Dealer. Seller shall have the right at any time to eleminate Flying A Super Extra Gasoline from this contract or to substitute herein another premium gasoline for Flying A Super Extra Gasoline.

3. **PRICE:** Dealer shall pay Seller at time of delivery (or, if credit is extended, on date when due), for all deliveries hereunder as follows:

For Flying A Gasoline and Flying A Super Extra Gasoline: Seller's respective posted dealer's prices therefor at time of delivery, as posted by Seller at its plant from which deliveries are made hereunder, effective for the territory in which the above premises of Dealer are located.

For Veedol Motor Oils and Greases and Tydol Motor Oils: The list prices shown therefor for the respective brands and containers on Seller's Dealer's Price List for Veedol and Tydol Lubricants in effect at the time of delivery for the territory in which the above premises of Dealer are located, with allowance of the respective discounts, if any, shown thereon as and when earned by Dealer.

4. **TAXES:** In addition to the provided purchase price, Dealer shall pay all duties, taxes and other charges now or hereafter imposed by any federal, state or other governmental authority in the United States with respect to the importation, production, transportation, manufacture, sale, delivery or use of any of the products covered by this contract, which Seller may be required by any such authority or otherwise to assume, pay or collect.

5. **DELIVERIES:** All products shall be delivered to the above premises of Dealer with reasonable promptness on Dealer's orders and Seller shall make deliveries in its usual manner. Seller shall make deliveries during business hours only and not on Sundays or holidays, except at Seller's option. Deliveries shall be made in fairly equal quantities and Seller reserves the right to refuse deliveries in abnormal quantities or in quantities in excess of Dealer's usual requirements. Seller reserves the right to refuse to make deliveries into any storage equipment of Dealer which in the sole judgment of Seller is unsafe or otherwise unsatisfactory for the receipt of deliveries. The quantity of each delivery of gasoline hereunder shall be determined at the time of delivery by volumetric measurement of the containers from or into which delivery is made or by meter attached to the delivery equipment, at Seller's option. Said quantity shall be shown on delivery ticket issued by Seller covering such delivery and shall be accepted as final by both parties.

6. **CLAIMS:** Dealer waives any claim against Seller as to price or quantity of any delivery of products hereunder, unless such claim is made by Dealer to Seller in writing within forty-eight (48) hours after such delivery.

SMC
13/11/56

LIBER 138 PAGE 98

7. PAYMENTS: Payments for said products shall be made on terms as fixed from time to time by Seller's Credit Department to which Dealer shall furnish all credit information requested from time to time and if at any time Dealer's financial responsibility or payments become unsatisfactory to Seller cash payments shall be made or satisfactory security furnished as may be required by Seller.

8. FORCE MAJEURE: Seller shall not be held responsible for any damage or loss to Dealer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation, Act of God or any other cause beyond Seller's control, whether or not similar to the causes enumerated herein. Seller may apportion its available supply among its customers in such manner as it may determine.

9. RESALE PRICE: If pursuant to the Fair Trade Act of the state in which Dealer's premises are located, Seller, at any time during the term hereof, establishes a resale or minimum resale price for any product sold hereunder, Dealer agrees not to sell or advertise such product for sale at less than such established price effective at time and place of resale.

10. BRANDS: Dealer shall resell the products purchased hereunder only under Seller's names, trade marks and brands and without variation or alteration of their quality in any way and through pumps and containers properly marked with Seller's names, trade marks and brands. Seller, in its uncontrolled discretion, may at any time change the brand name or any distinctive designation of any of its products. Should it do so, this contract shall be deemed to cover products of the new names or designations to the same extent as if said names or designations were specifically set forth herein.

11. BREACH: In the event Dealer breaches any of the provisions hereof Seller, at its option, may suspend or refuse deliveries hereunder and at any time terminate this contract upon written notice to Dealer. Such termination shall be exclusive of and in addition to any other remedy which Seller may have against Dealer for said breach. The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach. Upon the expiration of the term or any termination hereof any unpaid account of Dealer with Seller shall become immediately due and payable and Seller shall have the right, at its option, to enter upon Dealer's premises and to remove, paint out or obliterate any signs, symbols or colors on said premises or on the buildings or equipment thereon which in Seller's opinion would lead a purchaser to believe that Seller's products are being offered for sale thereat.

12. EXECUTION AND EFFECT: This contract, as of the commencement date hereof, supersedes all agreements of a prior date between the parties hereto or their predecessors in interest, relating to the subject matter hereof, and releases the parties from any and all past or future obligations, claims or liabilities thereunder, excepting only that Dealer agrees to pay Seller in accordance with its delivery tickets or statements rendered for all products delivered to Dealer thereunder. This contract shall not be assigned by Dealer, or by operation of law, without Seller's prior written consent. This contract contains the entire agreement between the parties, there being no oral promises, representations or warranties affecting it. Subject to the provisions of this Article, this contract shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. This contract or any modification hereof shall not be binding upon Seller until signed on its behalf by its proper manager, Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

IN WITNESS WHEREOF, the parties have duly executed this contract the day and year first above written.

TIDEWATER OIL COMPANY

By _____

WITNESS:

_____ (Dealer)

By _____

3213

Form 3560 Rev. 9-56

SERVICE STATION LEASE

LIBER 138 PAGE 99

THIS LEASE, made this ~~19th~~ 11TH day of ~~September~~ NOVEMBER 1958, between TIDEWATER OIL COMPANY, a Delaware corporation, with offices at 17 Battery Place, New York 4, N. Y., "Lessor" and

ROBERT W. TUCKER

401 Morningside Avenue, Glen Burnie, Maryland

(If a partnership, so state, giving names of partners; where trade name, state name of proprietor) "Lessee",

WITNESSETH:

1. Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor, all that certain land situate in the City (Town) of Glen Burnie, County of Anne Arundel, State of Maryland, described as follows:

PROPERTY DESCRIPTION

ALL that certain land situate in the Town of Glen Burnie, 5th Election District of Anne Arundel County, State of Maryland, described as follows:

BEGINNING for the same at an iron spike at the intersection of the Easterly right of way line of Crain Highway and the Northerly line of Fifth Avenue (said point being in the intersection of said roadway as now used) and running thence to and with the Easterly right of way line of said Crain Highway (1) North twenty-nine degrees no minutes no seconds East one hundred sixty-nine feet to a concrete monument; thence leaving the right of way line of Crain Highway (2) South sixty-one degrees no minutes no seconds east one hundred thirty feet to a concrete monument; and Thence (3) South twenty-nine degrees no minutes no seconds West one hundred forty-five and eighty-five one-hundredths feet, more or less, to a concrete monument set in the Northerly line of Fifth Avenue; Thence with said Northerly line of Fifth Avenue (4) North seventy-one degrees six minutes no seconds West one hundred thirty-two and four one-hundredths feet to the point of beginning.

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together with all buildings, improvements and equipment listed in attached Inventory (Form 3560-I), hereinafter referred to as "premises".

2. The term of this lease shall be for a period of one year commencing on the 11th day of November, 19 58, and from year to year thereafter, subject to termination at the end of the first or any subsequent year by either party upon ten days' written notice to the other. In the event Lessor's interest in said premises is held under a lease, then this lease is made subject to all the terms, covenants and conditions thereof and unless previously terminated pursuant to any other provision hereof shall terminate automatically upon any termination of such lease, it being understood and agreed that Lessor shall not be obligated to exercise any option Lessor may have as lessee to extend the term of such lease.

3. As rental for said premises, Lessee shall pay Lessor **$.015 for each gallon of gasoline delivered to said premises, payable at the time of such delivery, but not less than $105.00 nor more than $405.00 for each calendar month, such minimum rental or any portion thereof found owing for any calendar month to be payable on the tenth day of the next succeeding calendar month. For any period of Lessee's tenancy less than a calendar month the foregoing rental shall be prorated.**

4. Lessee shall:

(a) pay the rent as aforesaid; accept said premises in their present condition, which is known to Lessee, and occupy and use the same solely as a gasoline service station and for the sale of such commodities and accessories as are usually sold at such stations; nor sell or deal in used automobiles nor make major repairs to automobiles on said premises; not assign this lease or any interest hereunder nor sublet or vacate said premises nor cease to operate the same for the purpose for which they are leased hereunder; nor make any additions or alterations to the improvements, nor remove any equipment, without Lessor's written consent, hereby waiving any right granted by law to make any repairs at Lessor's expense; permit Lessor to enter and inspect said premises at any time; and at any termination of this lease surrender said premises to Lessor in good condition and repair with any additions and replacements, damage by fire and other unavoidable casualty excepted.

(b) indemnify and save Lessor harmless from any and all liability, cost and expense on account of personal injury or fatality or property damage (including the persons or property of Lessee or Lessee's employees), arising from Lessee's possession or operation of said premises.

(c) comply with all the requirements of law and governmental authorities applicable to said premises and the conduct of Lessee's business thereon; procure and maintain in effect all permits necessary to operate said premises as a gasoline service station; pay any and all taxes, license fees, and other charges levied or assessed against any property of Lessee on said premises or in connection with the business conducted thereon; pay all charges for water and electricity and operating expenses; keep the sidewalks unobstructed and clear of ice and snow; and maintain said premises in good condition, making all necessary repairs and replacements excepting those due to fire and other unavoidable casualty, and keep the same in a clean and tidy condition.

5. Lessee may conduct Lessee's business on said premises as Lessee sees fit, and none of the provisions of this lease shall be construed as reserving to Lessor any right to exercise any control or management over the business or operations of Lessee. It is understood and agreed that neither Lessee, nor any person or persons performing any duties or engaged in any work at the request of Lessee upon said premises, shall be an employee or agent of Lessor.

6. In the event of a partial or total destruction of said premises by fire or other unavoidable casualty rendering said premises, in Lessor's opinion, unfit for operation as a gasoline service station the rent hereunder shall cease from the date of such event until completion of repairs or restoration, but in such event Lessor may, at its option, terminate this lease forthwith upon notice to Lessee.

7. Lessor reserves the right, at its option, but shall not be obligated, to repair or reconstruct the leased facilities, and may enter the premises at any reasonable time for such purposes.

8. Upon any default by Lessee hereunder or violation of any of the terms or conditions of this lease, or should Lessee become bankrupt or insolvent or should any attachment or other legal process or proceedings be levied or instituted by anyone other than Lessor against said premises, or should Lessee sell, assign, pledge or mortgage said premises or any part thereof, or attempt to do so, or allow any lien to attach thereto, or should Lessee cease to operate said premises as a gasoline service station or abandon said premises, (absence of three consecutive days shall at Lessor's option be construed as an abandonment of said premises), Lessor may, at its election, at any time thereafter terminate this lease by giving Lessee five days' written notice of Lessor's intention so to do and this lease shall expire and come to an end on the day fixed in such notice as if said date were fixed herein for the expiration of the term hereof. In the event of the death of Lessee or of any individual who with another or others is Lessee this lease shall terminate automatically. Upon any termination or expiration of this lease Lessor may without notice re-enter or take possession of said premises and remove all persons and property therefrom, according to law or by summary proceedings or by force or otherwise, without being liable to prosecution or for damage therefor, Lessee hereby waiving all statutory rights inconsistent herewith. In the event of such re-entry, and if Lessee has abandoned said premises and is not present or legally represented, Lessor may take over or sell and transfer, for the account of Lessee, any personal property or stock of Lessee then on said premises, and Lessor shall not be liable to Lessee in damages or otherwise for any act or omission of Lessor in regard thereto.

9. The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach.

10. All notices under this lease shall be duly given if forwarded by registered mail to Lessor, at its above address, or to Lessee, at said premises.

11. The making, execution and delivery of this lease by Lessee have not been induced by any representations, statements, warranties or agreements other than those herein expressed. This lease embodies the entire understanding of the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof; and this lease cancels and supersedes any lease or other agreement between the parties hereto with reference to possession of said premises by Lessee.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this lease the day and year first above written.

ATTEST:

Secretary

TIDEWATER OIL COMPANY

By: Assistant Division Marketing Manager

Witness:

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1959 NOV -6 PM 2:30

(L.S.)

(L.S.)

15A

EXHIBIT D

EX PARTE IN THE MATTER OF

ROBERT WILSON TUCKER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,512 EQUITY

LIBER 138 PAGE 101

ORDER

Upon the aforegoing Petition and Affidavit, it is ORDERED this 7th day of November, 1959, by the Circuit Court for Anne Arundel County, in Equity, that Robert Wilson Tucker, the alleged incompetent be summonsed within ten days from the date of this Order, and that within said time a copy of the Summons, Petition, and this Order shall be left with Mrs. Polodnick, Superintendent of the Mid Town Nursing Home, 808 St. Paul St., Baltimore, Md., with whom Robert Wilson Tucker resides, and it is further

ORDERED that the Petition be and it is hereby set for hearing on the 21st day of November, 1959 at 10 A.M., and the said Robert Wilson Tucker, alleged incompetent be and he is hereby allowed to file an appearance and answer at any time before or after Decree; and it is further

ORDERED that Martha Elizabeth Tucker and Eleanor A. Crawford, attorney, shall have the authority and power under the direction of the Court, to (1) take charge of, manage and operate business known as "Bob's Flying A Station"; (2) renew and renegotiate lease for said business premises at 425 Crain Highway, S. E., Glen Burnie, Maryland, with the Tidewater Oil Company on November 11, 1959, renewal of said lease to be on a month-to-month basis; and (3) to pay to Martha Elizabeth Tucker the sum of $50.00 per week for the maintenance and support of herself and her minor daughter, Martha Janette Tucker, from date hereof until date set for hearing on Petition; SUBJECT, HOWEVER, to the further order of this Court; but before the same Martha Elizabeth Tucker and Eleanor A. Crawford shall proceed to act they shall give bond to the State of Maryland in the penal sum of $5,000.00 as surety to be approved by this Court or the Clerk thereof for the faithful discharge of their duties.

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1959 NOV -9 AM 10:30

Matthew S. Brown

Judge

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LIBER 10 PAGE 129

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,512 Equity

LIBER 138 PAGE 102

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Martha Elizabeth Tucker and Eleanor A. Crawford, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, or its certain attorneys, in the full and just sum of Five Thousand Dollars ($5,000.00) ----------, to the payment whereof well and truly to be made and done we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an Order of the Circuit Court for Anne Arundel County, in Equity, in a cause therein pending entitled Ex Parte In The Matter of Robert Wilson Tucker No. 13,512 Equity, the above bounden Martha Elizabeth Tucker and Eleanor A. Crawford were appointed Trustees of the person and estate of the said incompetent upon their filing a bond in the penal sum of Five Thousand Dollars ($5,000.00) ---------- , conditioned upon the faithful performance of the trust imposed upon them and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Martha Elizabeth Tucker and Eleanor A. Crawford -- -- -- -- -- -- -- -- --, shall faithfully perform the trust imposed upon them by said Order and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 9th day of November, 1959.

WITNESS:

H. Warren Crawford

Raymond C. Smith

Martha Elizabeth Tucker (SEAL)

Eleanor A. Crawford, PRINCIPALS (SEAL)

Bond approved this 10th day of November 1959
George T. Cromwell, Clerk

Carol N. Krissoff

Carol N. Krissoff.

FILED 1959 NOV 10 AM 10:06

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

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EX PARTE IN THE MATTER OF

ROBERT WILSON TUCKER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,512 EQUITY

LIBER 138 PAGE 103

DECREE

The above entitled matter having been submitted, the Petition and Affidavit having been read and considered by the Court, and it appearing that summons has been served in accordance with the Order of the Court of November 7, 1959, it is thereupon this 27th day of November, 1959

ADJUDGED, ORDERED and DECREED that the said Robert Wilson Tucker is not competent to manage his person and estate and it is further

ORDERED that Martha Elizabeth Tucker and Eleanor A. Crawford, Attorney, be and they are hereby appointed Committee of the person and estate of the said Robert Wilson Tucker, with full power and authority to take charge of and manage the property of the said Robert Wilson Tucker and to assume control of the person of the said Robert Wilson Tucker under the direction of the Court, but before the same Martha Elizabeth Tucker and Eleanor A. Crawford shall proceed to act as such Committee they shall give bond to the State of Maryland in the penal sum of $5,000.00 with surety to be approved by this Court or the Clerk thereof for the faithful discharge of their duties as such Committee.

Matthew S. Evans

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LIBER 138 PAGE 104

EX PARTE IN THE MATTER OF	:	IN THE
ROBERT WILSON TUCKER	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 13,512 EQUITY

: : : : : : : :

PETITION FOR ORDER TO SELL REAL ESTATE AND FOR ORDER DIRECTING SUITS ON BEHALF OF INCOMPETENT

Your Petitioners, Martha E. Tucker and Eleanor A. Crawford, Committee for Robert W. Tucker, Incompetent, respectfully represent unto this Honorable Court:

1. That by Order of this Court dated November 27, 1959, Robert W. Tucker was decreed incompetent to manage his person and estate; and that your Petitioners were appointed Committee for said Incompetent by same Order of this Court.

2. That said Incompetent was examined by two medical physicians, Dr. Charles Bagley, III and Dr. A. R. Soskowski, in October, 1959, who were then of the opinion that said Incompetent was suffering a temporary mental and physical disability, resulting from a cerebral hemorrhage on September 29, 1959; that said Incompetent was re-examined on February 23, 1960 by Dr. Charles Bagley, III and Dr. Herbert Blumenfeld, and that both physicians are of the opinion that the mental incompetency of Robert Tucker is and will be permanent, and that Tucker's physical paralysis is also of a permanent nature, and that his physical and mental condition will require his permanent confinement to institutional care. (See certificates attached hereto as Exhibits A and B respectively)

3. That at the time Incompetent was stricken with illness September 29, 1959, he was possessed of a personal estate as shown on inventory filed in January, 1960; and that by order of this Court, the following property has been sold and funds received from the sale thereof are in the possession of your Petitioners and on deposit in checking account with the Bank of Glen Burnie:

A. Business, "Tucker's Flying "A" Station," consisting of:
Merchandise Inventory
Equipment

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B. Automobile - 1952 Dodge

4. That the Incompetent's estate now consists of the following:

1. Real Estate - leasehold premises known as 506 Hamlen Road, Glen Burnie, Maryland being further described in Deed attached to original petition as Exhibit D, and entitled in the names of Robert Wilson Tucker and Martha E. Tucker, tenants by the entireties; subject to first mortgage held by New York Life Ins. Co. in amount of $12,345.39. Appraisal value	$14,950.00 and 15,000.00
2. Accounts receivable, total as of April 1,1960. .	685.11
3. Checking account with Bank of Glen Burnie . . . . Balance as of April 1, 1960	1,329.44
4. Life Insurance Policy No. M723274, with the John Hancock Mutual Life Insurance Company, on life of Robert Wilson Tucker; premium fully paid up	1,000.00

5. That your Petitioner, Martha E. Tucker, who is the owner with the Incompetent as husband and wife of the aforesaid leasehold property; that the premises are subject to a mortgage held by New York Life Insurance Co. in the amount of $12,345.39, which is three months in arrears, and that it is to the best interest and advantage of your Petitioner and said Incompetent that the aforesaid premises be sold so that equity in the said premises may be salvaged and proceeds divided pursuant to proper order of this Court.

6. That aforesaid property has been appraised by two qualified appraisers. (See copies of appraisals attached hereto as Exhibits C and D) But that the only offer to purchase which has been received to date is in the amount of $14,300.00 and that your Petitioner, Martha E. Tucker, is desirous of accepting said offer to purchase. (See copy of contract attached hereto as Exhibit E)

7. That the Committee has been collecting payment of accounts due from Incompetent's debtors, and that it has become necessary to file suits against those debtors whose accounts are still outstanding in order to collect the amounts due; and that it will therefore be necessary to expend sums for court costs; and, further, that it is necessary to collect said accounts in order to pay Incompetent's indebtedness which amounts to $1,980.42. (See list of creditors attached hereto as Exhibit F).

WHEREFORE, your Petitioners pray this Honorable Court to pass an order:

A. Directing that property 506 Hamlen Road - Glen Burnie be sold and proceeds of sale be divided between Incompetent and his wife.

B. That your Petitioners be authorized to expend necessary sums for court costs for actions at law on behalf of Incompetent.

AND, as in duty bound, etc.

Martha Elizabeth Tucker
MARTHA ELIZABETH TUCKER

Eleanor A. Crawford
ELEANOR A. CRAWFORD

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, that on this 9TH day of April, 1960, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared MARTHA ELIZABETH TUCKER and ELEANOR A. CRAWFORD, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

WITNESS MY HAND AND NOTARIAL SEAL:

Notary Public

H. WARREN CRAWFORD NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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LIBER 138 PAGE 107

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 23rd day of February in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore aforesaid, personally appeared CHARLES BAGLEY, III, who made oath in due form of law that he is a medical doctor practicing in the State of Maryland since 1950; that on the 23rd day of February 1960, he examined ROBERT TUCKER, who resides at 506 Hamlen Road, Glen Burnie, Maryland, but who is at this time a patient at Midtown Nursing Home - 808 St. Paul Street - Baltimore, Maryland; that he believes the said Robert Tucker to be 51 years of age; that from the opportunity afforded him of observing the said Robert Tucker, he is of the opinion that he is now and has been since September 1959 suffering a mental disability, which is Chronic Brain Syndrome

cause as follows:

Cerebral Hemmorhage

nature and extent as follows:

Paralyzed on left side; judgement impaired;

probable duration as follows:

Permanent

that by reason of said mental disability the said Robert Tucker is incompetent to take charge of and manage his property and affairs, or to execute a valid deed, or contract; and that he is further of the opinion that the said Robert Tucker will be permanently incapable of attending to his affairs either mentally or physically.

Notary Public
MY COMMISSION EXPIRES MAY 1, 1962

NOTARY PUBLIC

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EXHIBIT A

STATE OF MARYLAND, LIBER 138 PAGE 108 to wit:

I HEREBY CERTIFY, That on this ~~xxxxxxxxx~~ twenty-third day of February in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore, Maryland, aforesaid, personally appeared HERBERT BLUMENFELD, who made oath in due form of law that he is a medical doctor practicing in the State of Maryland since 1954; that on the 19th day of February 1960, he examined ROBERT TUCKER, who resides at 506 Hamlen Road, Glen Burnie, Maryland, but who is at this time a patient at Midtown Nursing Home - 808 St. Paul Street - Baltimore, Maryland; that he believes the said Robert Tucker to be 51 years of age; that from the opportunity afforded him of observing the said Robert Tucker, he is of the opinion that he is now and has been since 9-29-59 suffering a mental disability, which is ~~probable schizophrenia manifested by~~ delusions of grandeur; and complete left hemiparesis

cause as follows: ~~xxxxxx~~ cerebro-vascular disease

nature and extent as follows: complete left hemiparesis and delusions of grandeur

probable duration as follows: indefinite, perhaps permanent

that by reason of said mental disability the said Robert Tucker is incompetent to take charge of and manage his property and affairs, or to execute a valid deed, or contract; and that he is further of the opinion that the said Robert Tucker will be permanently incapable of attending to his affairs either mentally or physically.

Erwin Dietrich
3107 Smith Ave
Notary Public

ERWIN DIETRICH NOTARY PUBLIC BALTIMORE COUNTY

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EXHIBIT B

HAMMOND E. BOSSE, Broker SOUTHFIELD 6-4161

Bosse Bros. REALTY CO.

LIBER 138 PAGE 109

100 CRAIN HIGHWAY, S. W. GLEN BURNIE, MD.

APPRAISAL

Estate of Robert W. Tucker

I hereby certify that I inspected the property known as 506 Hamlin , Glen Burnie, Md. on the 1st day of March 1960. This property consists of:

In my opinion, the fair market value of land and improvements as of this date is as follows:

Land: 60' x 115' Improved with water sewage and gas

Dwelling: This is a 3 B.R. Frame Split-level with, Living Room Dining Area, Kitchen and One & one half baths.

Total Value.....$14,950.00
Plus $120.00 G.R.

Respectfully submitted,

Hammond E. Bosse
Appraiser

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, That on this 1st day of March 1960 before me the subscriber, a notary public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Hammond E. Bosse and he made oath in due form of law that matters and facts in the foregoing appraisal are true to the best of his knowledge, information, and belief.

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Notary Public
707 Pasadena Rd.

MY COMMISSION EXPIRES MAY 1, 1961

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EXHIBIT C

FOUNDER
CHAS. H. STEFFEY (1883-1956)

OFFICERS
JOHN W. STEFFEY
CHAIRMAN OF THE BOARD & PRESIDENT
JOHN E. ESOME
FIRST VICE PRESIDENT & TREASURER
JAMES O'DONNELL, JR.
SECOND VICE PRESIDENT & GENERAL COUNSEL
CHARLES B. PENTZ
SECRETARY & ASSISTANT TREASURER
CATHERINE H. BILLINGSLEY
ASSISTANT SECRETARY

Realtors
Chas. H. Steffey
INCORPORATED
18 E. Lexington St.
BALTIMORE 2, MD. MU 5-2412

SALES-MORTGAGES
APPRAISALS-MANAGEMENT
LAND DEVELOPERS-BUILDERS
F. H. A. - V. A.
APPROVED MORTGAGEE
LOAN CORRESPONDENT
OF
ÆTNA LIFE INSURANCE CO.
INSURANCE

LIBER 138 PAGE 110

APPRAISAL

March 3, 1960

I hereby certify that I inspected the property known as 506 Hemlin, Glen Burnie, Md. on the 3rd day of March, 1960. This property consists of:

3 Bedroom frame split level type residence complete with living room, dining room, kitchen, utility and recreation room, bath and powder room.

In my opinion the market value of land and improvements in fee simple as of this date is:

Land 60 x 115 feet improved by public water, sewerage, and gas	$2,500.00
Improvements as of above	$14,500.00
Total	$15,000.00

(Property now lease hold subject to $120 annual Ground Rent)

Respectfully submitted,

H. Warren Crawford
Asst. Vice President

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1960 APR 11 AM 9:31

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, That on this 11th day of April 1960 before me the subscriber, a notary public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared H. Warren Crawford and he made oath in due form of law that matters and facts in the foregoing appraisal are true to the best of his knowledge, information, and belief.

PRISCILLA M. CORDELL NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Commission expires May 1961

Priscilla M. Cordell
Notary Public

Over Fifty Years Real Estate Experience

North Baltimore Branch
431 E. BELVEDERE AVE. - MU 5-2412

Glen Burnie Branch
103 CRAIN HIGHWAY, S. - SO 1-0222

Annapolis Branch
285 WEST STREET - CO 7-8111

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EXHIBIT D

S/S Floyd-Brockme : L/S Floyd-Crawford ns

CONTRACT OF SALE

#659

OFFICES OF

CHAS. H. STEFFEY

(INCORPORATED)

18 E. LEXINGTON ST.
BALTIMORE 2, MARYLAND

Realtors
Chas H. Steffey
18 E. Lexington St.

LIBER 138 PAGE 111

This Agreement, Made this day of April - - - - - nineteen hundred and sixty , between ROBERT W. TUCKER and MARTHA E. TUCKER, his wife, and ELEANOR A. CRAWFORD, Attorney-At-Law, trustee for ROBERT W. TUCKER, parties - - of the first part, HEREINAFTER CALLED, SELLER, AND NORMAN J. RHEAULT and GERTRUDE M. RHEAULT, his wife, parties -

of the second part, HEREINAFTER CALLED, BUYER.

Witnesseth, that the said Seller hereby bargain and sell unto the said Buyer, and the latter doth hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County, State of Maryland.

viz: Being that property known as 506 Hamlen Road, Monroe Gardens, Glen Burnie improved by a split level type dwelling and having a lot size of 60' x 115', more or less, and subject to an annual Ground Rent of $120.00 as provided in a lease now recorded among the Land Records of Anne Arundel County.

Included in this sale are the following: Kitchen stove, gas burner, screens, venetian blinds, linoleum, xxxxxxxxxx, shrubbery, electric light fixtures, curtain rods, automatic washer, wall to wall carpeting and air conditioning unit now in living room.

Subject to restrictive covenants, easements and agreements of record (if any) and to possessory rights of tenant thereof (if any).

at and for the price of FOURTEEN THOUSAND, THREE HUNDRED ($14,300.00) and 00/100 DOLLARS - - -

of which $ ONE HUNDRED ($100.00) and 00/100 DOLLARS - - - - - - - - - - - - -

have been paid prior to the signing hereof, and the balance is to be paid as follows: ONE THOUSAND, NINE HUNDRED ($1,900.00) and 00/100 DOLLARS, cash, on or before April 9, 1960 and the balance in cash for the difference between the purchase price herein and the principal balance of the mortgage described herein at the time of settlement. Settlement to be held and possession given on or before xxxxxxxxxxx the 28th day of April 1960.

The Seller agrees to the assumption of the present VA mortgage, now of record, secured by the aforesaid property, by the Buyers herein. Said mortgage having a principal balance of $12,345.00 as of x January 15, 1960, bearing interest at four and one-half (4½%) percent per annum and repayable at the rate of $107.00 per month, which includes principal, interest, and one-twelfth (1/12th) of the current annual expenses.

It is further agreed by the Seller to allow the Buyers herein to assume all monies held in escrow for recurring expenses and further that no adjustments shall be made for xxxx any expenses paid in advance.

This contract is contingent upon the approval of the Circuit Court of Anne Arundel County.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Federal and State deed stamps to be equally divided between the parties hereto.

IT IS AGREED, That the Seller shall cause the Fire Insurance Policies on the above described property to be endorsed at once for the account of the Buyer herein so far as their interests may appear. It is understood that Fire Insurance to the amount of $ is now in force on the property and will continue in force during the continuance of this Contract.

IT IS AGREED, Between the parties hereto, that in the event title to said premises proves unmarketable, the deposit money already paid shall be refunded and in such event, no action or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

IT IS AGREED, That the "Seller" will pay to Chas. H. Steffey, Incorporated, commissions as established by The Real Estate Board of Baltimore on the purchase price as stated herein. Commissions due and payable on the signing 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 except those herein written.

WITNESS, our hands and seals, in sextuple.

TEST:

	Robert W. Tucker (SEAL)
	Martha E. Tucker *Martha E. Tucker* (SEAL)
	Eleanor A. Crawford (SEAL)
	Norman J. Rheault *Norman J. Rheault* (SEAL)
	Gertrude M. Rheault *Gertrude M. Rheault* (SEAL)

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EXHIBIT E

EX PARTE IN THE MATTER OF

ROBERT WILSON TUCKER

LIBER 138 PAGE 112
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,512 EQUITY

LIST OF CREDITORS OF INCOMPETENT

Name of Creditor	Amount Owed
Glen Auto Supply	$ 47.96
Jack's Tire Service	85.86
Golan's Garage	25.00
Reliable Tire	91.10
Kaufman Trailer and Rental	95.65
Home Fuel Company	26.25
Cullum's Auto Glass	19.26
Capital Gazette	25.20
Dr. Andrew Sosnowski	100.00
Dr. Bagley	50.00
Ansell Pharmacy	1.50
Ken Porter's Amoco	5.00
C&P Telephone Co.	6.94
Baltimore Gas and Electric Co.	50.42
Tidewater Oil Company	935.03
A. S. Abell	2.90
John H. Hopkins	35.00
Edward R. Dunn, CPA	150.00
Western Auto Supply	6.35
Mid Town Nursing Home	36.00
Pollack's-Blum Co.	185.00
Total ...	$ 1,980.42

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1960 APR 11 AM 9:31

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EXHIBIT F

EX PARTE IN THE MATTER OF

ROBERT WILSON TUCKER

LIBER 138 PAGE 113
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,512 EQUITY

ORDER FOR SALE OF REAL ESTATE

Upon the aforegoing Petition and Affidavit, setting forth facts showing it to be in the best interest of said Robert Wilson Tucker, Incompetent, that certain real estate of said Incompetent be sold and conveyed, and it appearing that an offer for the purchase of said real estate has been made and that the offer and the terms thereof are fair and advantageous and larger than could have been obtained at public sale, and the terms of the contract having been approved, it is

ORDERED this 11th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, that Martha E. Tucker and Eleanor A. Crawford, Committee for Robert Wilson Tucker, Incompetent, be and they are hereby authorized, empowered and directed to sell and convey the interest of the Incompetent in property known and described as 506 Hamlen Road, Glen Burnie, Maryland, at a private sale under said contract for not less than $14,300.00, and it is further

ORDERED, that the Committee, on payment to it of the purchase price as above, shall execute, acknowledge, and deliver to the purchasers a good and sufficient deed and conveyance of all the estate, right, title, and interest of said Incompetent in and to aforesaid premises, upon compliance with the terms and conditions upon which, by said contract, said deed is to be delivered.

O. Bowie Duckett

Judge

FILED

1960 APR 11 AM 10:21

28

LIBER 138 PAGE 114

EX PARTE IN THE MATTER OF	IN THE
ROBERT WILSON TUCKER	CIRCUIT COURT
	FOR
	ANNE ARUNDEL COUNTY
	NO. 13512 EQUITY

REPORT OF SALE AND PETITION FOR ORDER TO PUBLISH NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Martha E. Tucker and Eleanor A. Crawford, Committee for Robert W. Tucker, under a decree passed in these proceedings dated the 11th day of April 1960, to make sale of certain real estate therein mentioned respectfully shows:

1. That after giving bond with security for the faithful performance of their trust, and after having complied with all other prerequisites as required by law and the said decree, they did sell to Norman J. Rheault and Gertrude M., his wife, purchasers, the property mentioned in these proceedings at private sale for the total purchase price of $14,300.00, which price included payment of $2,040.35 in cash to the sellers and assumption of a balance due on a first mortgage due New York Life Insurance Company in the amount of $12,259.65, as set forth by a Contract of Sale attached to petition for order to sell real estate as Exhibit "E", said property being described as follows:

> All that lot of ground situate in the Third Election District, Anne Arundel County and known and designated as Lot No. 506, Block G as shown on the plat of section 2 of Munroe Gardens, which plat is recorded among the plat records of Anne Arundel County in plat cabinet no. 4, rod CC, plat no. 7, The improve - ments thereon being known as 506 Hamlen Road.

FILED

1960 MAY 10 AM 10:12

24

2. That the purchasers have paid the sum of $2,040.35 as required under said decree and Contract of Sale and that the Committee avers the price obtained for the property is a fair and reasonable one and recommend a ratification thereof.

WHEREFORE your petitioners pray this Honorable Court that the Petitioners be allowed to run Notice to Creditors according to law and the Rules of Court.

Respectfully submitted,

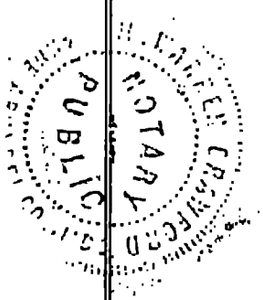
Martha E. Tucker
MARTHA E. TUCKER

Eleanor A. Crawford
ELEANOR A. CRAWFORD

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

I HEREBY CERTIFY, That on this 10th day of May, 1960, before me, the subscriber, notary public in and for the County of Anne Arundel personally appeared Martha E. Tucker and Eleanor A. Crawford, Committee for Robert Wilson Tucker, Incompetent, and made oath in due form of law that the facts stated in the foregoing report of sale are true as they are set forth and that the sale thereby reported was fairly made.

Witness my hand and seal.



Notary Public

FILED

1960 MAY 16 AM 9:20

31

ORDER NISI

Ex Parte, In the Matter of

Robert Wilson Tucker

~~versus~~

LIBER 138 PAGE 117

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,512 Equity

Ordered, this 16th day of May, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Martha E. Tucker and Eleanor A. Crawford, ~~Committee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of June next.

The report states that the amount of sale was $ 14,300.00

FILED 1960 MAY 10 AM 10:12

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

Ex Parte, In the Matter of

Robert Wilson Tucker

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 21st day of June, 1960 that the sale made and reported by the Committee 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 Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

FILED

1960 JUN 21 PM 2:37

32

LIBER 138 PAGE 118

EX PARTE IN THE MATTER OF	IN THE
ROBERT WILSON TUCKER	CIRCUIT COURT
	FOR
	ANNE ARUNDEL COUNTY
	NO. 13 5/2 EQUITY

ORDER

Upon the foregoing petition, it is ORDERED this 16th day of May, 1960, by the Circuit Court for Anne Arundel County, sitting in equity, that Martha E. Tucker and Eleanor A. Crawford, Committee for Robert W. Tucker, give notice to all persons having claim against the estate of Robert F. Tucker to file their claims properly authenticated with the Clerk of the Circuit Court on or before the 22 day of July 1960, by causing a copy of this order to be published in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 20 day of June 1960.

Matthew A. Evans
Judge

FILED
1960 MAY 16 PM 2:48

53

OFI 2 OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 119

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,512 Equity
Ex Parte, In the Matter of Robert Wilson Tucker

Ordered, this 16th day of May, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Martha E. Tucker and Eleanor A. Crawford, Committee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of June next.

The report states that the amount of sale was $14,300.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
Ju-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,512
Robert Wilson Tucker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
JUN 10 PM 3:41

No. M.C. 1503-1960

34

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 120

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1960

We hereby certify, that the annexed

Order

Eq. 13,512

Robert W. Tucker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of June, 1960. The first insertion being made the 19th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 JUN 20 PM 3:41

By: T. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13512 Equity

EX PARTE IN THE MATTER OF ROBERT WILSON TUCKER

Order

Upon the foregoing petition, it is ORDERED this 18th day of May, 1960, by the Circuit Court for Anne Arundel County, sitting in equity, that Martha E. Tucker and Eleanor A. Crawford, Committee for Robert W. Tucker, give notice to all persons having claim against the estate of Robert E. Tucker to file their claims properly authenticated with the Clerk of the Circuit Court on or before the 22 day of July, 1960, by causing a copy of this order to be published in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 20th day of June, 1960.

MATTHEW S. EVANS, Judge
TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk
Ju-9

No. M. G. 15035

35

LIBER 138 PAGE 121

EX PARTE IN THE MATTER OF	:	IN THE
ROBERT WILSON TUCKER	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 13,512 Equity
	:	

PETITION FOR DISTRIBUTION OF PROCEEDS FROM SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, Martha E. Tucker, and Eleanor A. Crawford, Committee for Robert Wilson Tucker, Incompetent, respectfully show:

1. That said Incompetent was the owner of real property known as 506 Hamlen Road, Glen Burnie, Maryland, together with his wife, Martha E. Tucker, as tenants by the entireties; and that said real estate property was sold by order of this Honorable Court dated April 21, 1960.

2. That the sale of aforesaid property was ratified by this Honorable Court on June 21, 1960 and consummated by the Committee; and that this matter stands ready to be referred to the Auditor for stating an account in these proceedings.

TO THE END THEREFORE:

A. That this Honorable Court pass an order directing the Auditor herein in stating the account in these proceedings to distribute the net proceeds of sale equally between Robert Wilson Tucker, Incompetent and Martha E. Tucker, his wife, tenants by the entireties, after allowance of all proper costs and expenses of these proceedings, and commissions.

AND as in duty bound, etc.

x Martha E. Tucker
MARTHA E. TUCKER

Eleanor A. Crawford
ELEANOR A. CRAWFORD

FILED
1960 JUL -8 AM 10:42

3C

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on this 7 day of July, 1960 before me the subscriber, a notary public of the State of Maryland in and for the County of Anne Arundel aforesaid, personally appeared Martha E. Tucker and Eleanor A. Crawford, Petitioners, herein, and they made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their knowledge, information, and belief.

As witness my hand and notarial seal.

Notary Public

LIBER 138 PAGE 123

ORDER

Upon the aforegoing petition and affidavit it is hereby ORDERED this 9th day of July 1960, by the Circuit Court of Anne Arundel County, sitting in Equity, that the Auditor of this Court, in stating the account herein to be filed by Martha E. Tucker and Eleanor A. Crawford, Committee for Robert W. Tucker, Incompetent, concerning proceeds of sale of property 506 Hamlen Road, Glen Burnie, Maryland, distribute any and all surplus proceeds equally between Robert W. Tucker, Incompetent, and Martha E. Tucker, his wife, tenants by the entireties.

Judge

FILED

1960 JUL 11 AM 9:28

38

In the Case of

LIBER 138 PAGE 124

Ex Parte,

In the Matter of

~~XXXX~~

Robert Wilson Tucker

In the

Circuit Court

For

Anne Arundel County

No. 13,512 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

August 1, 1960

FILED

1960 AUG -9 AM 10:29

Dr. Ex Parte, In the Matter of Robert Wilson Tucker in ac.

To Trustees for Commissions, viz:.	459	00	459	00
To Trustees for Court costs, viz:				
Clerk of Court - Court costs in re sale of real estate	56	50		
Auditor - stating this account	18	00	74	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - publishing notice to creditors	33	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Charles H. Steffey - appraisal	50	00		
Hammond E. Bosse - appraisal	50	00		
Chas. H. Steffey, Inc. -broker's commission	918	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	15	95		
Notary fees	1	00	1,096	57
To Trustees for Benefit Charges, viz:				
Metered water to 4/1/60	27	45	27	45
To Trustees for Liens, viz:				
S. L. Hammerman Org. Inc., mortgagee - overdue payments on mortgage to 4/19/60	338	84		
Principal balance due on mortgage assumed by purchasers	12,259	65	12,598	49
BALANCE FOR DISTRIBUTION $43.99				
Distributed in accordance with Order of Court dated 7/9/60, as follows:				
To Robert Wilson Tucker - one-half	21	99		
To Martha E. Tucker - one-half	22	00	43	99
			14,300	00

47

with Martha E. Tucker and Eleanor A. Crawford, Committee

Cr.

1960				
Apr.	19	Proceeds of Sale (Agreement dated April __, 1960)	14,300 00	14,300 00
				14,300 00

4/1

LIBER 138 PAGE 127

ORDER NISI

Ex Parte,

In the Matter of

~~VERSUS~~

Robert Wilson Tucker

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,512 Equity.

ORDERED, This 9th day of August, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell Clerk

FILED 1960 AUG -9 AM 10:23

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of Sept, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED 1960 SEP 15 AM 9:46

Matthew S. Evans

42

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 128

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1960

We hereby certify, that the annexed

Order Nisi Eq 13,512

Auditor Account

Robert Wilson Tucker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of September, 1960. The first insertion being made the 11th day of August, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 30 PM 1:46

By N. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,512 Equity
EX PARTE: IN THE MATTER OF
ROBERT WILSON TUCKER

Ordered, this 9th day of August, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
a-25

No. M.G. 16448

43

LIBER 138 PAGE 129

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
Walter E. Gettier and Barbara A. Gettier, his wife	*	(In Equity)
	*	No. 14,787

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

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 Walter E. Gettier and Barbara A. Gettier, his wife to the Leeds Federal Savings and Loan Association, dated March 30, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1284, folio 273 etc..

Edward J. Brannan,

Attorney Named in Mortgage.
541 Equitable Building
Baltimore 2, Maryland

Pl. 2-5903

FILED

1962 JAN 18 AM 9:45

City-County Form.

BOOK 1284 PAGE 273

No. 14,787 LIBER 138 PAGE 130

This Mortgage,

Made this 30th day of March, in the year one thousand, nine hundred and fifty-nine, between Walter E. Gettier and Barbara A. Gettier, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - - - SIXTY-THREE HUNDRED ($6,300.00) - - - - - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of FORTY-SEVEN and 77/100 ($47.77) - - - - - - - - - - - - - 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 one (1), Block D, as shown on the Plat of Jacobsville, entitled "Preliminary Plan of Jacobsville", recorded among the Land Records of Anne Arundel County in Plat Book No. 2, folio 2. Said lot fronting 50 feet on the North side of Mountain Road with an even rectangular depth of 200 feet.

BEING the same lot of ground and premises which by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Sarah Greenfield and Albert S. Greenfield, her husband, unto Walter E. Gettier and Barbara A. Gettier, his wife, the Mortgagors herein.

FILED

1962 JAN 18 AM 9:46

2

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, [illegible] subject to the payment of the annual rental of $[illegible] payable in equal semi-annual instalments on the [illegible] days of [illegible] and [illegible] in each and every year.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned the Mortgagee, its successors or assigns or wherein the Mortgagee, its suc-

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Edward J. Brannan

Walter E. Gettier (SEAL)
Walter E. Gettier

Barbara A. Gettier (SEAL)
Barbara A. Gettier

(SEAL)

(SEAL)

4

5

BOOK 1284 PAGE 276 LIBER 138 PAGE 133

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of March, 1959, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Walter E. Gettier and Barbara A. Gettier, 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.

$5.00

Rec'd for record April 2, 1959 at 10:32 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney
Named in Mortgage

vs.

Walter E. Gettier and
Barbara A. Gettier, his wife

"Plaintiffs' Exhibit No. 1"

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD.

Edward J. Brannan, Attorney Named in Mortgage

vs.

Walter E. Gettier and Barbara A. Gettier, his wife

* In The Circuit Court For

Anne Arundel County

(In Equity)

No. 14787

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Walter E. Gettier and Barbara A. Gettier, his wife, dated March 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1284, folio 273 etc..

Original Amount of Mortgage	$ 6,300.00
Less Am't Paid on Account	407.18
	$ 5,892.82
Interest to February 19, 1962	77.58
	$ 5,970.40
Less Expense Account Refund	84.46
	$ 5,885.94

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of January, 1962, befroe 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

1962 JAN 18 AM 9:46

6

LIBER 138 PAGE 135

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court For
	*	Anne Arundel County
	*	Docket No. 20, Folio 107
vs.	*	
	*	Case NO. 14,787
Walter E. Gettier and Barbara A. Gettier, his wife	*	
	*	

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

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

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

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

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

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

Subscribed and sworn to before me this 17th day of January, 1962.

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

FILED

1962 JAN 18 PM 3:45

1

Judicial 13—Maryland—Mortgagee's or A[illegible]ey's Bond (1-55)

LIBER 138 PAGE 136

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 11 PAGE 212

Wkt 20 - Folio 107
Case No. 14,787

Edward J. Brannan, Attorney named in the Mortgage

vs

Walter E. Gettier and Barbara A. Gettier, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

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

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Five Hundred and 00/100 ---------- Dollars ($ 6,500.00), 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 18th day of January, in the year of our Lord, nineteen hundred and sixty-two.

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Walter E. Gettier and Barbara A. Gettier, his wife to Leeds Federal Savings and Loan Association bearing date the 30th day of March, 1959 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1284 Folio 273 and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shelds

Charles E. Shelds, Attorney

B. L. Bolling
Witness to Surety

FILED
1962 JAN 23 AM 9:20

Bond approved this 23 day of January, 1962
George T. Cromwell
Clerk

14,787

EDWARD J. BRANNAN
Solicitor
541 Equitable Bu[illegible]
Baltimore, Maryl[illegible]

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

KNOWN AS
3520 Mountain Road
Anne Arundel County, Md.

By virtue of and pursuant to the power of sale contained in the mortgage from Walter E. Gettier and Barbara A. Gettier, his wife, to the Leeds Federal Savings and Loan Association, dated March 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1284, folio 273 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in Mortgage, will sell at public auction, on the premises, on

Monday, Feb. 19, 1962
at 2 O'Clock P. M.

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

Lot numbered one (1), Block D, as shown on the Plat of Jacobsville, entitled "Preliminary Plan of Jacobsville," recorded among the Land Records of Anne Arundel County in Plat Book No. 2, folio 2. Said lot fronting 50 feet on the North side of Mountain Road with an even rectangular depth of 200 feet. The improvements thereon being known as 3520 Mountain Road.

The aforesaid lot of ground is improved with a One (1) Story concrete-block Stucco Dwelling, containing four (4) rooms, one (1) bath, forced air-oil heat.

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

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

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

EDWARD J. BRANNAN
Atty. Named in Mtge.
E. T. NEWELL & CO., INC.
Auctioneers

F-15

No. M. 9

OFFICE OF

Maryland Gazette

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

LIBER 138 PAGE 137

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1962

We hereby certify, that the annexed

Mortgage Sale

Walter E. Gettier

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 25th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 FEB 21 PM 3:55

By Hazel Tilghman

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
Walter E. Gettier and Barbara A. Gettier, his wife	*	(In Equity)
	*	

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 19th day of February, 1962, he sold at public auction, for the highest price obtainable, to Leeds Federal Savings and Loan Association the following described property:

Lot numbered one (1), Block D, as shown on the Plat of Jacobsville, entitled "Preliminary Plan of Jacobsville", recorded among the Land Records of Anne Arundel County in Plat Book No. 2, folio 2. Said lot fronting 50 feet on the north side of Mountain Road with an even rectangular depth of 200 feet, at and for the price of FIVE THOUSAND DOLLARS ($5,000.00) -.

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

Witness: E. T. NEWELL & CO., INC.

Betty Y. Kuechler BY: [signature], President.

The undersigned Purchasers of the above described property do hereby certify that ~~they~~ it bought said property at the auction at and for the price of FIVE THOUSAND DOLLARS ($5,000.00) -.

Witness: LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Robert W. Bratton (SEAL)
Robert W. Bratton, President

H. E. Johnson
H. E. Johnson, Secretary-Treasurer (SEAL)

FILED

1962 FEB 23 AM 10:15

10

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.		
	*	ANNE ARUNDEL COUNTY
Walter E. Gettier and Barbara A. Gettier, his wife	*	Docket No. 20, Folio 107 Case No. 14,787

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

Report of Sale

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated March 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1284, folio 273 etc., from Walter E. Gettier and Barbara A. Gettier, his wife to the Leeds Federal Savings and Loan Association, which Mortgage if 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 19th day of February, 1962 at 2 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of the report unto Leeds Federal Savings and Loan Association, at and for the sum of Five Thousand Dollars ($5,000.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named In Mortgage

FILED

1962 FEB 23 AM 10:15

EDWARD J. BRANNAN
Solicitor
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

KNOWN AS
3520 Mountain Road
Anne Arundel County, Md.

By virtue of and pursuant to the power of sale contained in the mortgage from Walter E. Gettier and Barbara A. Gettier, his wife, to the Leeds Federal Savings and Loan Association, dated March 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1284, folio 273 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in Mortgage, will sell at public auction, on the premises, on

Monday, Feb. 19, 1962 at 2 O'Clock P. M.

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

Lot numbered one (1), Block D, as shown on the Plat of Jacobsville, entitled "Preliminary Plan of Jacobsville," recorded among the Land Records of Anne Arundel County in Plat Book No. 2, folio 2. Said lot fronting 50 feet on the North side of Mountain Road with an even rectangular depth of 200 feet. The improvements thereon being known as 3520 Mountain Road.

The aforesaid lot of ground is improved with a One (1) Story concrete-block Stucco Dwelling, containing four (4) rooms, one (1) bath, forced air-oil heat.

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

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

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

EDWARD J. BRANNAN
Atty. Named in Mtge.
E. T. NEWELL & CO., INC.
Auctioneers.

F-15

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 20th 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 Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

12

ORDER NISI

Edward J. Brannan,

Attorney Named in Mortgage

versus

Walter E. Gettier and

Barbara A. Gettier, his wife

LIBER 138 PAGE 142

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,787 Equity

Ordered, this 26th day of February, 19 62, 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 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.

The report states that the amount of sale was $ 5,000.00

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

EDWARD J. BRANNAN, Atty. Md. Gazette (For March 1st Edition)

(Final Order)

Edward J. Brannan,

Attorney Named in Mortgage

versus

Walter E. Gettier and

Barbara A. Gettier, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of April, 19 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 APR -6 PM 2:11

13.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 143

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Order Nisi - Sale - Equity 14,787

Walter E. Gettier

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of April, 1962. The first insertion being made the 1st day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 28617

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,787 Equity
EDWARD J. BRANNAN,
Attorney Named in Mortgage
VERSUS
WALTER E. GETTIER and
BARBARA A. GETTIER, his wife

Ordered, this 26th day of February, 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 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.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
M-22

14

LIBER 138 PAGE 144

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court
vs.	*	For
Walter E. Gettier and Barbara A. Gettier, his wife	*	Anne Arundel County (In Equity)
	*	Case No. 14,787 - Dkt. 20 -Fol. 107

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to Wit:

I HEREBY CERTIFY, that on this 2nd. day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Robert W.Bratton, President of Leeds Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law that the Leeds Federal Savings and Loan Association isthe purchaser and purchased the same as principal and not as agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. W. Bratton

R. W. Bratton, President.

Edward J. Brannan

Edward J. Brannan, Notary Public.

EDWARD J. BRANNAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1962 APR -6 AM 11:41

15

LIBER. 138 PAGE 145

In the Case of

Edward J. Brannan, Attorney named in Mortgage

VS.

Walter E. Gettier and Barbara A. Gettier, his wife

In the

Circuit Court

For

Anne Arundel County

EQUITY #14,787

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 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 #595

All of which is respectfully submitted.

April 30, 1962

Arthur A. Anderson, Jr. Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 APR 30 AM 11:13

1c

Dr. Mortgaged Real Estate of Walter E. Gettier & Barbara A. Gettier, his wife in ac.

To	Attorney for fee, viz.	150	00		
To	Attorney for his commissions, viz.	181	07		
				331	07
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	28	00		
	Auditor, this account	22	50		
				60	50
To	Attorney for disbursements, as per vouchers and memoranda exhibited to the Auditor				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	66	52		
	Order Nisi - sale	15	00		
	Gilbert A. Dailey & Co., Inc. - bond	26	00		
	E. T. Newell and Company, Inc.				
	Auctioneer's fee	25	00		
	Advertising - Sun	31	10		
	Adjustment - 1962 State & County taxes	12	52		
				176	14
To	Leeds Federal Savings and Loan Assoc. Mortgagee, this amount on acct. of mtg.			4,468	11
				5,035	82
	Amount of mortgage claim filed	5,885	94		
	Interest thereon 6% from 2/19/62 to 5/15/62	83	25		
		5,969	19		
	Credit amount allowed above	4,468	11		
	Balance subject to decree in personam	1,501	08		

17.

with Edward J. Brannan, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of sale filed	5,000	00				
By	Interest on purchase price, 6% from 2/19/62 to 4/2/62	35	82				
				5,035	82		
				5,035	82		

18

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 16th day of May, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1962 MAY 16 [illegible]

George T. Cromwell, Clerk
per aej, Deputy

19.

PAUL W. BIGBEE, and
JANE M. BIGBEE, his wife
311 Cathedral Street
Baltimore 1, Maryland

Petitioner

vs

HARRY R. STUMP, and
VIRGIE A. STUMP, his wife
Box #418
Severna Park, Maryland

Respondent

LIBER 138 PAGE 149

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 4817 EQUITY

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Paul W. Bigbee and Jane M. Bigbee, his wife, by Smith and Lucke, their solicitors, respectfully represent:

1. That on July 19,1960, the Respondents, Harry A. Stump and Virgie A. Stump, his wife, executed and delivered to the Petitioners a purchase money mortgage covering all those three (3) lots of ground situate in the Third Election District of Anne Arundel County, Maryland, designated as Lots #9, 10 and 11 of Block D, as shown on a plat of Manhattan Beach recorded among the land records of Anne Arundel County in Cabinet 1, Rod J, Plat 8; said mortgage having been recorded among the land records of Anne Arundel County on July 25,1960, at Liber GTC 1409, Folio 459; said mortgage being given to secure the payment of the mortgage debt of Six Thousand Five Hundred Dollars ($6,500.00), and the interest and other charges mentioned therein; wherein the said Mortgagors assented to the passage of a decree for the sale of the mortgaged property, such sale to take place at any time after default in the payments thereon as therein provided; all of which will appear from the said mortgage filed herewith as part of this petition.

2. That the real estate thereby secured is situate in Anne Arundel County, State of Maryland.

SMITH AND LUCKE
ATTORNEYS AT LAW
MEDICAL ARTS BUILDING
5 RIGGS AVENUE
SEVERNA PARK, MD.

FILED

1962 FEB -6 PM 12:38

3. That the said mortgage is now in default as shown by the "Statement of Claim" filed herewith as part of this petition.

4. And your Petitioners pray that a decree may be passed for the sale of said real estate in accordance with the terms of said mortgage.

AND AS IS DUTY BOUND, ETC.

SMITH AND LUCKE

by Robert N. Lucke

ROBERT N. LUCKE,
Solicitor for Petitioners
MItchell 7-2240

SMITH AND LUCKE
ATTORNEYS AT LAW
MEDICAL ARTS BUILDING
5 RIGGS AVENUE
SEVERNA PARK, MD.

LIBER 138 PAGE 151

MORTGAGE FEE.—COUNTY. BOOK 1409 PAGE 459 No. 14,817 Equity

This Mortgage, Made this 19th day of July

in the year nineteen hundred and sixty

This mortgage made this [illegible] day of July by and between Harry R. Stump and Virgie A. Stump, his wife MORTGAGORS of Anne Arundel County, in the State of Maryland, of the first part, and Paul W. Bigbee and Jane M. Bigbee, his wife, Mortgagees, of the second part.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Paul W. Bigbee and Jane M. Bigbee, his wife do grant and assign unto Harry R. Stump and Virgie A. Stump, his wife their executors, administrators and assigns all those lots of ground situate and lying in the County aforesaid and described as follows, to wit:

All those three(3) lots of ground situate in the Third Election District of Anne Arundel County, Maryland designated as lots #9, 10 and 11 Block D on the Plat of Manhattan Beach, duly recorded among the land records of Anne Arundel County in Cabinet 1 Rod J Plat 8.

Being the same lots of ground which by deed dated the 20th day of March 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH 461 Folio 397 was conveyed by Frederick E. Pendelbury and Anna M. Pendelbury, his wife to the said Paul W. Bigbee.

WHEREBY the parties of the first part are indebted to the parties of the second part for the sum of Six Thousand, five hundred dollars ($6500.00) for the within described property and agree to repay said mortgaged debt by payments of Fifty dollars ($50.00) per month plus interest at the rate of six (6%) percent per annum on the remaining balance, said payments to commence on the 20th day of August 1960 and to continue until said mortgaged debt with interest is fully paid.

FILED

1962 FEB -6 PM 12:38

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of Harry R. Stump and Virgie A. Stump, his wife their heirs and assigns forever.

PROVIDED that if the said Harry R. Stump and Virgie A. Stump, his wife their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand, five hundred ($6500.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Harry R. Stump and Virgie A. Stump, his wife 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 Harry R. Stump and Virgie A. Stump, his wife for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provi[illegible]; and the said Mortgagors hereby [illegible] authorize the said Mortgagees, their personal representatives, or assigns, or their

duly authorized Attorney or Agent of the said Mortgagees , their personal representatives, or assigns, after any default in the covenants or conditions of the mortgage, to sell the hereby mortgaged property, 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 and assigns. 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 which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of two hundred ($200.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees their personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

BOOK 1409 PAGE 461 LIBER 138 PAGE 153

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

And the said Harry R. Stump and Virgie A. Stump, his wife for their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee s their personal representatives and assigns, the improvements on the hereby mortgaged property and to the amount of at least six thousand five hundred dollars, ($6500.00) and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee s their , personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

William J. Smith, Jr.

Harry R. Stump [SEAL]

Virgie A. Stump [SEAL]

[SEAL]

[SEAL]

6

BOOK 1409 PAGE 462 LIBER 138 PAGE 154

State of Maryland. County, to wit:

I HEREBY CERTIFY, that on this 19th day of July in the year nineteen hundred and sixty before me, the subscriber, Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Harry R. Stump and Virgie A. Stump the Mortgagors named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Thomas Bigbee ; and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year last above written.

William J. Smith Jr.
Notary Public
10.00

My commission expires:
May 1st, 1961

Rec'd for record July 25, 1960 at 2:40 P.M.
Mailed to William W. Smith, Jr.

MORTGAGE

FROM

HARRY R. STUMP

VIRGIE A. STUMP, his wife

TO

PAUL W. BIGBEE

JANE M. BIGBEE, his wife

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

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 JUL 25 PM 2:40 & RECORDED IN LIBER GTC NO. 1409 FOL 462 GEO. TROMWELL, CLERK

Cost of Record $ Pd 10.00

LUCAS BROTHERS, FORM No. 42

William J. Smith Jr., Attorney
Severna Park, Md.

Pay to the order of Farmers' Nat'l Bank for collection.
Paul W. Bigbee
9-9-60
Confirms witness

LIBER 138 PAGE 155

PAUL W. BIGBEE, and
JANE M. BIGBEE, his wife

Petitioners

vs

HARRY R. STUMP, and
VIRGIE A. STUMP, his wife

Respondents

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 14817 EQUITY

* * * * * * * * * *

STATEMENT OF CLAIM

Advance to Purchase Money Mortgage Loan July 19,1960		$6,500.00
Interest at 6% due to January 20,1962	$571.26	
Credit interest received	352.63	
Interest in arrears as of January 20,1962		218.63
		$6,718.63
Principal due to January 20,1962	$328.74	
Credit principal received	234.44	234.44
Principal in arrears as of January 20,1962	$94.30	
Balance Principal and Interest due as of January 20,1962		$6,484.19

SMITH AND LUCKE

By Robert N. Lucke
Robert N. Lucke,
Attorney for Petitioner-Mortgagee

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL : ss:

I hereby certify that on this 6th day of February, 1962, before me, the subscriber, a Notary Public of the State and County aforesaid, personally arpeared Robert N. Lucke, and made oath in due form of law that the foregoing Statement of Claim is correct and true as shown.

WITNESS my hand and Notarial Seal.

James A. Byrne
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED

1962 FEB -6 PM 12:33

SMITH AND LUCKE
ATTORNEYS AT LAW
MEDICAL ARTS BUILDING
5 RIGGS AVENUE
SEVERNA PARK, MD.

PAUL W. BIGBEE, and
JANE M. BIGBEE, his wife
Retitioners

vs

HARRY R. STUMP, and
VIRGIE A. STUMP, his wife
Respondents

LIBER 138 PAGE 156

NO. 14817 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of February ,

19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Robert N. Lucke, Attorney for Paul W. Bigbee and Jane M. Bigbee

plaintiffs , 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 employed as a merchant seaman, his wife a housewife

and they 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 6th day of February , 19 62 .

Notarial Seal

James A. Lyons
Notary Public

My Commission will expire on:
May 3rd 1963

Filed,

FILED
1962 FEB -6 PM 12:38

JAMES A. LYONS NOTARY PUBLIC ANNE ARUNDEL CO.

8

LIBER 138 PAGE 157

PAUL W. BIGBEE, and
JANE H. BIGBEE, his wife

Petitioners

vs

HARRY R. STUMP, and
VIRGIE A. STUMP, his wife

Respondents

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 14817 EQUITY

* * * * * * * * * *

DECREE FOR SALE OF MORTGAGED REAL PROPERTY

The Petition and Exhibits in the above cause having been submitted, the proceedings therein having been read and considered:

It is thereupon, this 7th day of February, 1962, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the mortgaged real property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Robert N. Lucke, be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows; he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a Corporate Surety to be approved by this Court, or the Clerk thereof, in the penalty of Six Thousand Five Hundred Dollars, ($6,500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further decree or order in the premises; he shall then proceed to make said sale, having given at least twenty (20) days notice by advertisement in such newspaper published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be for cash; and as soon as may be convenient after any such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall deliver and convey to the purchaser or purchasers, his,her or their representatives and assigns, the property to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or

1962 FEB -7 PM 1:59

SMITH AND LUCKE
ATTORNEYS AT LAW
MEDICAL ARTS BUILDING
5 RIGGS AVENUE
SEVERNA PARK, MD.

under them or either of them. LIBER 138 PAGE 158

AND the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the fee as provided in said mortgage, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Matthew S. Evans
JUDGE

SMITH AND LUCKE
ATTORNEYS AT LAW
MEDICAL ARTS BUILDING
5 RIGGS AVENUE
SEVERNA PARK, MD.

10

GLOBE INDEMNITY COMPANY

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

LIBER 138 PAGE 159

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

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 11 PAGE 263

Bond No. 364152

Equity #14,817

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Robert N. Lucke 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 Sixty-five Hundred Dollars ($6,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 28th day of February, 19 62.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Paul W. Bigbee and Jane M. Bigbee, his wife vs. Harry R. Stump and Virgie A. Stump, his wife dated February 7, 1962, Robert N. Lucke was appointed Trustee to make sale of the property described in said proceedings, and the said Robert N. Lucke 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.

Robert N. Lucke (SEAL)
Robert N. Lucke PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved this 1st day of March, 1962
George E. Cromwell, Clerk

FILED

1962 MAR -1 PM 2:3

11

ROBERT H. CAMPBELL - - - - Auctioneer

SMITH and LUCKE, Solicitors
5 Riggs Avenue,
Severna Park, Maryland

LIBER 138 PAGE 160

TRUSTEE'S SALE

VALUABLE FEE SIMPLE

One Story Bungalow

MANHATTAN BEACH, SEVERNA PARK, MARYLAND

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, passed in the matter of Paul W. Bigbee and Jane M. Bigbee vs. Harry R. Stump and Virgie A. Stump, the undersigned Trustee will sell at public auction, at the Church Circle door of the Anne Arundel County Court House, on

MONDAY, MARCH 5, 1962

AT 10:00 O'CLOCK A. M.

All that parcel of ground with waterfront privileges and improvements thereon, situated in the Third Election District of Anne Arundel County, and described as follows:

Being known as Lots Nos. 9, 10 and 11 of Block "D", as shown on a plat of Manhattan Beach, said plat being recorded among the land Records of Anne Arundel County in Cabinet No. 1, Rod J, Plat No. 8, said lots being improved by a one story bungalow containing four rooms and bath with gas hot air heat and a garage.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at the time and place of sale, the balance of the purchase money to be paid in cash upon final ratification of the sale by the Court, taxes and other charges to be adjusted to date of sale.

ROBERT N. LUCKE,
Trustee

FILED
1962 MAR -9 PM 12:03

AGREEMENT AND AFFADAVIT BY PURCHASER

STATE OF MARYLAND)
) ss
ANNE ARUNDEL COUNTY)

LIBER 138 PAGE 161

I HEREBY CERTIFY, that on this 5th day of March, 1962, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PAUL W. BIGBEE who first being duly sworn, made oath in due form of law as follows:

1. That he/~~she~~ has purchased the property described on the reverse side hereof, at and for the sum of $ 6,000 00/XXX, a deposit of $ 500 00/XXX, made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill.

2. That he/~~she is~~/is not an agent acting for ANYONE ~~his principal~~ but has purchased the same as principal.

3. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS my hand and Notorial Seal.

WITNESS:

Robert H. Campbell
ROBERT H. CAMPBELL, Auctioneer

Fay Edith Hall (SEAL)
Notary Public

Paul W. Bigbee (SEAL)
Affiant-Purchaser

FAY EDITH HALL NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1962 MAR -9 PM 12:03

13

PAUL W. BIGBEE, and JANE M. BIGBEE, his wife	:	LIBER 138 PAGE 162 IN THE
Petitioners	:	CIRCUIT COURT
vs	:	FOR
HARRY R. STUMP, and VIRGIE A. STUMP, his wife	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 14,817 EQUITY

. . . . . .

REPORT OF SALE OF MORTGAGED PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Robert N. Lucke, Trustee, appointed by the Decree in the above entitled cause, to make sale of lots #9, 10 and 11 of Block D, Manhattan Beach, 3rd Election District of Anne Arundel County, as shown on a Plat of Manhattan Beach, recorded among the land records of Anne Arundel County in Cabinet 1, Rod J, Plat 8, in the proceedings in the said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday, the 5th day of March, 1962, at 10:00 o'clock a.m. attend at the Court House door and then and there sold the said fee simple premises to Paul W. Bigbee at and for the sum of Six Thousand Dollars ($6,000.00), they having offered the highest price therefor.

Robert N. Lucke
Trustee

SMITH AND LUCKE
ATTORNEYS AT LAW
MEDICAL ARTS BUILDING
5 RIGGS AVENUE
SEVERNA PARK, MD.

FILED
1962 MAR -9 PM 12:03

14

STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

LIBER 138 PAGE 163

I HEREBY CERTIFY, that on this 9th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Robert N. Lucke, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale therein reported was fairly made.

As witness my hand and Notarial Seal.

Richard N. Hamblen

Notary Public

RICHARD N HAMBLETON

15

ORDER NISI

PAUL W. BIGBEE, and
JANE M. BIGBEE, his wife

versus

HARRY R. STUMP, and
VIRGIE A. STUMP, his wife

LIBER 138 PAGE 164
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,817 Equity

Ordered, this 9th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by ROBERT N. LUCKE, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of April next.

The report states that the amount of sale was $ 6,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

ROBERT N. LUCKE, Atty.
(Final Order)

Md. Gazette (For March 15th Edition)

PAUL W. BIGBEE, and
JANE M. BIGBEE, his wife

versus

HARRY R. STUMP, and
VIRGIE A. STUMP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of April, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett
JUDGE.

FILED
1962 APR 17 PM 3:07

16

SMITH and LUCKE
Solicitors
5 Riggs Avenue
Severna Park, Maryland

Trustee's Sale

VALUABLE FEE SIMPLE ONE STORY BUNGALOW

MANHATTAN BEACH
SEVERNA PARK
MARYLAND

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, passed in the matter of Paul W. Bigbee and Jane M. Bigbee vs Harry R. Stump and Virgie A. Stump, the undersigned Trustee will sell at public auction, at the Church Circle door of the Anne Arundel County Court House, on

Monday, Mar. 5, 1962
at 10:00 O'Clock A.M.

All that parcel of ground with waterfront privileges and improvements thereon, situated in the Third Election District of Anne Arundel County, and described as follows:

Being known as Lots No. 9, 10 and 11 of Block "D", as shown on a plat of Manhattan Beach, said plat being recorded among the land records of Anne Arundel County in Cabinet No. 1, Rod J, Plat No. 8, said lots being improved by a one story bungalow containing four rooms and bath with gas hot air heat and a garage.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at the time and place of sale, the balance of the purchase money to be paid in cash upon final ratification of the sale by the Court, taxes and other charges to be adjusted to date of sale.

ROBERT N. LUCKE
Trustee
ROBERT H. CAMPBELL
Auctioneer

M-3

No. M. G. 28536

1962 MAR -9 PM 5:12

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 165

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1962

We hereby certify, that the annexed

Trustee's Sale 14,817

Paul W. Bigbee

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 March, 1962. The first insertion being made the 10th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 166

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,817 Equity
PAUL W. BIGBEE, and
JANE M. BIGBEE, his wife
VERSUS
HARRY R. STUMP, and
VIRGIE A. STUMP, his wife

Ordered, this 9th day of March, 1962. That the sale of the property in these proceedings mentioned made and reported by ROBERT N. LUCKE, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of April next.

The report states that the amount of sale was $6,000.00.

GEORGE T. CROMWELL Clerk
True Copy; TEST:
GEORGE T. CROMWELL Clerk
A-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 14,817
Paul W. Bigbee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1962 The first insertion being made the 15th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 28697 1962 APR 12 PM 3:56 By Hazel Tilghman

J 18

In the Case of LIBER 138 PAGE 167

PAUL W. BIGBEE AND JANE M. BIGBEE , HIS WIFE

VS.

HARRY R. STUMP AND VIRGIE A. STUMP, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

NO. 14,817 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 the proceedings, the notices required by Maryland Rule 595(g).

All of which is respectfully submitted.

April 27, 1962

John H. Hopkins, IV Auditor.

FILED
1962 APR. 27
P.M. 4:00

19

Dr. Paul W. Bigbee and Jane M. Bigbee, his wife VS Harry R. Stump and Virgie A. Stump, his wife in ac.

To Trustee for fee, viz:	200	00		
To Trustee for commissions, viz:	211	17	411	17
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:				
Capital Gazette Press - Advertising sale	49	00		
Capital Gazette Press - Order Nisi, sale	15	00		
Speer Publications - handbills	15	25		
Globe Indemnity Co. - bond premiums	26	00		
Robert H. Campbell - auctioneer fee	45	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
1961 State and County taxes	110	47		
1962 State and County taxes (103.05) - 64 days	18	23		
James A. Byrne - Notary fees	1	00		
Nan Edith Hatch - Notary fee		50		
Richard N. Hambleton - Notary fee		50	290	85
To Paul W. Bigbee and Jane M. Bigbee, his wife, mortgagees, this balance on account of mortgage claim	5,276	42	5,276	42
			6,038	94
Amount of mortgage claim filed	6,484	19		
Interest on principal balance of $6,359.86 from 1/20/62 to 5/12/62 - 112 days @ 6%	117	15		
	6,601	34		
Cr. amount allowed above	5,276	42		
Balance subject to decree in personam	1,324	92		

with Robert N. Lucke, Trustee

Cr.

1962				
Mar.	5	Proceeds of sale	6,000 00	
		Interest on balance of purchase money (5,500.00) - 3/5/62 to 4/17/62	38 94	6,038 94
				6,038 94

21

LIBER 138 PAGE 170

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 15th day of May, 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 MAY 15 AM 9:39

George T. Cromwell

per aej; Deputy

LIBER 138 PAGE 171

EX PARTE	:	NO. 11,194 EQUITY
IN THE MATTER OF		IN THE CIRCUIT COURT
THE ESTATE OF	:	FOR
JOHN J. RECKER, deceased	:	ANNE ARUNDEL COUNTY

:::::::

PETITION TO HAVE COURT ASSUME JURISDICTION OF TRUST ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edwin C. Recker and George W. Della, Trustees, respectfully represents:

FIRST: That John J. Recker departed this life testate on January 8, 1954, seized and possessed of Lots Nos. 23, 24, 25 and 26, Section A, as shown on the plat of Brooklyn Heights, subdivision of J. Clinton Mewshaw, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 2, folio 128, the said John J. Recker having acquired title thereto by deed from Elizabeth Richardson dated May 22, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 315, folio 327, the original of said deed being filed herewith as "Petitioners' Exhibit A."

SECOND: That by the Last Will and Testament of said decedent, which has been duly admitted to probate by the Orphans' Court of Anne Arundel County, a certified copy of said will being filed herewith as "Petitioners' Exhibit B," he gave, devised and bequeathed unto your petitioners as trustees the said property described in Paragraph One hereof to hold in trust for his wife, Margaret A. Recker, as long as she cared to reside there; and upon her death, he directed your petitioners to sell the said property and to divide the proceeds of said sale in equal shares among his surviving children, namely, Edwin C. Recker, Annie E. Yost, John J. Recker, Jr., and Della I. Walton, said children to share and share alike.

THIRD: The appraised value of said property is $9,200.00, as will

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 26 Nov., 1954

more fully appear in the real estate inventory returned in the estate of John J. Recker to the Orphans' Court of Anne Arundel County, a certified copy of which is filed herewith as "Petitioners' Exhibit C."

FOURTH: That the said Margaret A. Recker, widow of the said testator, elected to renounce and quit all claim to any bequest or devise made to her by said Last Will and Testament, said renunciation having been duly filed with the Orphans' Court of Anne Arundel County, a certified copy of which is filed herewith as "Petitioners' Exhibit D."

FIFTH: That by reason of said renunciation, the remainder interest in said real estate of Edwin C. Recker, Annie E. Yost, John J. Recker, Jr., and Della I. Walton has been accelerated; and your petitioners, therefore, desire to sell the same, said real property being the principal of the said trust estate.

SIXTH: That all the parties in interest desire that this Honorable Court assume jurisdiction in the premises and pass a decree authorizing your petitioners as trustees to make sale of the property herein mentioned upon such terms and conditions as it may deem advisable and to distribute the proceeds of said sale under the direction of this Honorable Court, as evidenced by their written assent thereto filed herewith as "Petitioners' Exhibit E."

TO THE END, THEREFORE:

A. THAT this Honorable Court assume jurisdiction in the premises.

B. THAT a decree may be passed authorizing and directing your petitioners to make sale of the herein-described property and to distribute the proceeds of said sale under the direction of this Honorable Court.

C. THAT your petitioners may have such other and further relief as their case may require.

AND AS IN DUTY BOUND, ETC.

Edwin C. Recker, Trustee

George W. Della, Trustee
Petitioners

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2

LIBER 138 PAGE 173

Albert J. Goodman
156 South Street
Annapolis, Maryland

Wilbur R. Dulin
Towns-Worth Building
Annapolis, Maryland
Solicitors for Petitioners

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3

No Stamps Needed.

FEE SIMPLE DEED—CODE—CITY OR COUNTY.

LIBER 138 PAGE 174

This Deed. Made this 22nd day of May

in the year one thousand nine hundred and forty four by

Elizabeth Richardson, of the City of Baltimore, State of Maryland, of the first part, and **John J. Recker, of the second part.**

Witnesseth that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said

Elizabeth Richardson

doth grant and convey unto **John J. Recker**

heirs and assigns in fee-simple, all those four lots or parcels

of land - - - situate, lying and being in

Anne Arundel County, State of Maryland, and described as follows, that is to say

Beginning for the same at the southwest corner of First and Doris Avenues as laid out on the Plat of Brooklyn Heights, sub-division of J. Clinton Mewshaw, recorded among the Land Records of Anne Arundel County in Plats Liber No. 1, folio 128, and running thence, binding on the south west side of Doris Avenue, fifty (50) feet, thence southwesterly parallel to First Avenue one hundred and twenty five (125) feet to a ten (10) foot alley there situate; thence southeasterly parallel to Doris Avenue fifty (50) feet to the northwest side of First Avenue; and thence binding on the northwest side of First Avenue one hundred and twenty five (125) feet to the place of beginning.

Being lots Nos. 23 and 24.

And being also lots nos. 25 and 26 in Section A. on the Plat of Brooklyn Heights, sub-division of J. Clinton Mewshaw as it appears in the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 2, folio 128.

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PETITIONERS' EXHIBIT A

Filed 26 Nov., 1954

BEING the same four lots of ground described in a deed of even date herewith and intended to be recorded just prior hereto, from John J. Recker and Margaret A. Recker, his wife, to the within Grantor.

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

To have and to hold said lots of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

John J. Recker, his heirs and assigns

in fee-simple.

And the said Grantor

hereby covenant s that s he will warrant specially the property hereby granted and conveyed, and that s he will execute such further assurances of said lots as may be requisite.

Witness the hand and seal of said grantor

Test:

George W. Della

Elizabeth Richardson [SEAL]

Elizabeth Richardson

[SEAL]

State of Maryland. City of Baltimore to wit:

I HEREBY CERTIFY, that on this 22nd day of May in the year one thousand nine hundred and forty four before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elizabeth Richardson and she acknowledged the foregoing Deed to be her act.

BETTY JENKS NOTARY PUBLIC BALTIMORE, MD.

Betty Jenks
Notary Public
Betty Jenks

II

DEED

FROM

ELIZABETH RICHARDSON

TO

JOHN J. RECKER

Block No.

Received for Record Sept 18 1944 at 3 o'clock P. M. Same day recorded in Liber No. 315 Folio 327 etc., one of the Land Records of Cecil Co. and examined per John H. Hopkins 3rd Clerk

Cost of Record $ 2.50 Oyrick

LUCAS BROS., BALTIMORE, MD.

Form 26

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
R. Harry Arnold, Clerk

LAST WILL AND TESTAMENT OF JOHN J. RECKER

I, John J. Recker, of Anne Arundel County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, declare and publish this for my Last Will and Testament, hereby revoking all Wills and codicils heretofore made by me.

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my worldly property in the manner following:

1. I give, devise and bequeath unto Edwin C. Recker and George W. Della, as trustees, my residence located on Doris and First Avenues, Brooklyn Heights, Anne Arundel County, Maryland to hold in trust for my wife, Margaret A. Recker, as long as she cares to reside there, and upon her death, I direct my trustees to sell my residence and to divide the proceeds of said sale in equal shares among my surviving children, namely, Edwin C. Recker, Annie E. Yost, John J. Recker, Jr. and Della I. Walton, said children shall share and share alike, but should any of my children be deceased at the time of distribution, then my surviving child or children shall have the deceased's childs ' share.

2. I give, devise and bequeath unto my son, John J. Recker, Jr., all of my interest which I may have in the business known as RECKERS' MANUFACTURING COMPANY, which will include all the patent rights, copyrights, equipment, fixtures, automobiles, trucks, machinery and all the supplies pertaining to said business absolutely.

3. I give, devise and bequeath unto my son, John J. Recker, Jr., all of my hunting equipment, including guns, dogs, hunting clothes and all my dress clothes that I may possess.

4. I give, devise and bequeath unto my wife, Margaret A. Recker, all of my household furniture,

5. I give, devise and bequeath unto my son, John J. Recker, Jr., my diamond horse shoe pin and my ring consisting of three diamonds, which I wore on my right hand.

6. I give, devise and bequeath unto my son, Edwin C. Recker, my white gold single diamond ring, which I wore on my left hand and my gold Witnauer Wrist Watch.

8 Filed 26 Nov, 1954 PETITIONERS' EXHIBIT B

7. I give, devise and bequeath unto Edwin C. Recker and George W. Della, as Trustees, One Thousand Dollars ($1000.00) for the purpose of paying expenses on my residence, should my wife, Margaret A. Recker, decide to remain there as her residence, otherwise the One Thousand Dollars ($1000.00) will be divided equally among my surviving children.

8. I give, devise and bequeath unto my wife, Margaret A. Recker, one-third share of all the cash that I possess in my safe deposit box and the cash that I possess in my safe at my residence.

9. All the rest and residue of my estate of whatever nature, real, personal or mixed I give, devise and bequeath unto my four children, Edwin C. Recker, Annie E. Yost, John J. Recker, Jr. and Della I. Walton, to share and share alike, but should any of my children predecease me, then the surviving child or children shall take the deceased's child's share and share and share alike.

I do hereby nominate and appoint Edwin C. Recker and George W. Della to be the Executors of this my Last Will and Testament.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Seal this 25th day of November, in the year one Thousand Nine Hundred and Forty-nine.

John J. Recker (SEAL)

Signed, sealed, published and declared by the above named Testator as and for his last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

George W. Della

Webster Tall

ANNE ARUNDEL COUNTY, SS:

On the 12th day of January, 1954, came George W. Della and made Oath in due form of law, that he does not know of any Will or Codicil of John J. Recker late of said County, deceased, other than the above instrument of writing, and that he received the same from John J. Recker when it was executed and has had same in his custody. All parties notified. Testator died on the 8th day of January, 1954

Sworn to in open Court, Clemence C. Burwell Deputy

Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS: LIBER 138 PAGE 179

On the 12th day of January, 1954, came George W. Della one of the subscribing witnesses to the aforegoing last Will and Testament of John J. Recker, late of said County, deceased, and made oath in due form of law, that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Webster Tall subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court:

Clemence C. Burwell Deputy
Register of Wills for Anne Arundel County,

ANNE ARUNDEL COUNTY, SS:

On this 12th day of January, A.D. 1954, personally appeared George W. Della who on oath says that he is well acquainted with Webster Tall and that affiant knows his handwriting, having often seen him write; that after examining the signature of Webster Tall on the paper writing purporting to be the last Will and Testament of John J. Recker Sr. deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Webster Tall and it is well known to affiants that said Webster Tall is unable to be present.

George W. Della

Sworn to and subscribed before me on the day and year aforesaid.

Clemence C. Burwell Deputy
Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of John J. Recker, Sr. , late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 12th day of January, 1954, that the same be admitted in this Court as the true and genuine last Will and Testament of the said John J. Recker, Sr., deceased.

Judges: Owain E. Owens
Joseph O. H. Fowler

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STATE OF MARYLAND

Anne Arundel County LIBER 138 PAGE 180

I. R. GLENN PROUT, 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

John J. Recker Sr. *late of said County deceased* ~~together with the proof and probate thereof~~ *taken from* the original

being one of the records 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 5th *day of* November *in the year of our Lord nineteen hundred and fifty-four.*

R Glenn Prout

Register of Wills for Anne Arundel County

//

LIBER 138 PAGE 181

THE STATE OF MARYLAND,

To ... John L. Stieff
and
William H. Riley
} GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of John J. Recker, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS ... Owain E. Owens ... ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 26th day of January in the year of our Lord one thousand nine hundred and fifty-four.

(SEAL)

TEST ... R. Glenn Prout
Register of Wills for Anne Arundel County.

We ... John L. Stieff ... and ... William H. Riley ... do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of ... John J. Recker ... late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

John L. Stieff
William H. Riley Jr.
} *Appraisers.*

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said John L. Stieff and William H. Riley before the undersigned, ~~a Justice of the Peace~~ of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this ... day of ... in the year of our Lord one thousand, nine hundred and ...

R. Glenn Prout Register of Wills
~~Justice~~ *for Anne Arundel County.*

A True and Perfect Inventory of all and singular the Real Estate of John J. Recker ... late of Anne Arundel County, deceased, appraised by the subscriber John L. Stieff ... and ... William H. Riley ... jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

PETITIONERS' EXHIBIT C
Filed 26 Nov., 1954.

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12-A

LIBER 138 PAGE 182

Lots 23-24-25-26 Section A, Brooklyn Heights	$2700.00
Improved by a Frame and Formstone Dwelling	6000.00
Frame Garage and Work shop	500.00
	$ 9200.00

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said John J. Recker deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this ____ day of ____ in the year of our Lord one thousand nine hundred and ____

John L. Stieff [Seal.]

William H. Riley Jr. [Seal.]
Appraisers.

Amount of Inventory as above - - - - - $ 9,200.00

Edwin C. Recker

George W. Della
Executors

STATE OF MARYLAND. City of Baltimore

~~Anne Arundel County~~, Sct:

Be It Remembered And It Is Hereby Certified, That on this 26th day of January in the year of our Lord one thousand, nine hundred and fifty-four personally appeared Edwin C. Recker and George W. Della, Executors of John J. Recker, Sr. late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said John J. Recker Sr. deceased, within the State of Maryland, that has come to their knowledge, and that should they hereafter discover any other Real Estate belonging to the said deceased in said State they will return an additional Inventory thereof.

Sworn to before the Subscriber,

Carolyn Tapley
~~Register of Wills for Anne Arundel County.~~
Notary Public

(NOTARIAL SEAL)

STATE OF MARYLAND

Anne Arundel County

LIBER 138 PAGE 183

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Real Inventory

Estate of

John J. Recker *late of said County deceased* *taken from* the original

being one of the records 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 12th *day of* November *in the year of our Lord, nineteen hundred and fifty* -four

R. Glenn Prout

Register of Wills for Anne Arundel County

IN THE MATTER OF THE ESTATE OF
JOHN J. RECKER, SR., LATE OF
ANNE ARUNDEL COUNTY, DECEASED.

IN THE ORPHANS COURT
FOR
ANNE ARUNDEL COUNTY.

LIBER 138 PAGE 184

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Margaret A. Recker, widow of John J. Recker, Sr., late of Anne Arundel County, Maryland, deceased, do hereby renounce and quit all claim to any bequest or devise made to me by the Last Will and Testament of my husband, exhibited and proved according to law, and I elect to take in lieu thereof my legal share of both the real and personal estate of my said husband.

Margaret A. Recker

Margaret A. Recker, Widow

March 19, 1954

Witness:

H. Clifton Owens
706 Maryland Trust Bldg.
Baltimore 2., Md.

STATE OF MARYLAND

Anne Arundel County

I. R. GLENN PROUT, 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 Renunciation in the Estate of John J. Recker *late of said County deceased taken from* the original being one of the records 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 5th *day of* Novmeber *in the year of our Lord, nineteen hundred and fifty* four.

R. Glenn Prout

Register of Wills for Anne Arundel County

PETITIONERS' EXHIBIT D

Filed 26 Nov., 1954

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LIBER 138 PAGE 185

EX PARTE	:	NO. 11,194 EQUITY
IN THE MATTER OF		IN THE CIRCUIT COURT
THE ESTATE OF	:	FOR
JOHN J. RECKER, deceased	:	ANNE ARUNDEL COUNTY

:::::::

CONSENT TO THE PASSAGE OF A DECREE
FOR THE SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, Margaret A. Recker, Edwin C. Recker, Annie E. Yost, John J. Recker, Jr., and Della I. Walton, being all the parties in interest to the trust estate which is the subject of these proceedings, do hereby consent to the passage of a decree authorizing and directing Edwin C. Recker and George W. Della, Trustees under the will of John J. Recker, deceased, to sell the real property which is the principal of the trust estate, and do respectfully represent that a corporate bond of $10,000 to be filed by the said trustees will be sufficient to cover any and all proceeds and court costs of these proceedings.

Respectfully submitted,

Margaret A. Recker
Margaret A. Recker

Edwin C. Recker
Edwin C. Recker

Annie E. Yost
Annie E. Yost

John J. Recker, Jr.
John J. Recker, Jr.

Della I. Walton
Della I. Walton

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

PETITIONERS EXHIBIT E

Filed 26 Nov., 1954.

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LIBER 138 PAGE 186

EX PARTE	:	NO. 11,194 EQUITY
IN THE MATTER OF		IN THE CIRCUIT COURT
THE ESTATE OF	:	FOR
JOHN J. RECKER, deceased	:	ANNE ARUNDEL COUNTY

:::::::

DECREE FOR THE SALE OF REAL ESTATE

This cause, standing ready for hearing and being submitted upon petition and consent, the proceedings were read and considered by the Court.

It is thereupon this 27th day of November, 1954, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold by Edwin C. Recker and George W. Della, Trustees under the Last Will and Testament of John J. Recker, deceased, and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of TEN THOUSAND DOLLARS ($10,000.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 27 Nov., 1954.

shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the trustees, legatees and devisees of the said John J. Recker, deceased, and those claiming by, from or under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 138 PAGE 188

NO. 11,194 EQUITY

KNOW ALL MEN BY THESE PRESENTS:

That we, Edwin Recker and George W. Della , 500 Maryland Trust Bldg. 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 TEN THOUSAND AND 00/100 - - - - - - - - - ($10,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of December in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden Edwin Recker and George W. Della by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel Co. has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Ex parte in the matter of the estate of John J. Recker, deceased

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Edwin Recker and George W. Della

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:

Donna E. Lape as to both

Edwin Recker (SEAL)

George W. Della (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By C. Berg C. BERG *As to Surety*

By E. V. Shockley E. V. Shockley *Attorney-in-Fact*

approved this 11 dlec, 1954
John H. Hopkins, 3rd, Clerk.

MD3116a—250, 9-50 128233
Trustee's Bond

Filed 11 dlec., 1954.

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State of Maryland, Baltimore City, sct:

LIBER 138 PAGE 189

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, a corporation of the State of **MARYLAND**, does hereby constitute and appoint **E. V. Shockley** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST**
Assistant Secretary

By: **E. C. NUTTLE**
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney,

December 3, 1954

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

E. H. BECKWITH *Assistant Secretary*

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ALBERT J. GOODMAN
Attorney At Law
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE, IMPROVED REAL ESTATE LOCATED AT NO. 117 EAST DORIS AVENUE, BROOKLYN HEIGHTS, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated November 27, 1954, and passed in a cause in said Court pending, known as "Ex parte, In the Matter of the Estate of John J. Becker," and designated as No. 11,194 Equity, the undersigned will offer at public sale on the premises, No. 117 East Doris Avenue, Brooklyn, Maryland, on

THURSDAY, JANUARY 6, 1955,
AT 11 A. M.

All those four lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at the southwest corner of First and Doris Avenues, as laid out on the plat of Brooklyn Heights, subdivision of J. Clinton Mawshaw, recorded among the Plat Records of Anne Arundel County in Plat Book 14, Page 22, formerly recorded in Plat Book G. W. No. 1, Section 2, Folio 128, and running thence binding on the southwest side of Doris Avenue 100 feet; thence southwesterly parallel to First Avenue 125 feet to a 10-foot alley there situate; thence southeasterly parallel to Doris Avenue 100 feet to the northwest side of First Avenue; and thence binding on the northwest side of First Avenue 125 feet to the place of beginning, being Lots Nos. 23, 24, 25 and 26, Section A, as shown on the aforesaid plat of Brooklyn Heights.

Being the same property which was conveyed to John J. Becker by Elizabeth Richardson by deed dated May 22, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 315, folio 327.

This property is improved by a one-and one-half-story, formstone over frame bungalow, containing eight rooms and one and one-half baths with a full basement, oil fired steam heat. Screened front porch and enclosed back porch; and a one-car garage with two adjoining buildings, 20' x 30' and 20' x 20', respectively, said outbuildings now containing a small manufacturing plant being operated as a non-conforming use.

Terms of sale, as prescribed by the decree: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at six per cent (6%) from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
EDWIN C. RECKER
GEORGE W. DELLA
Trustees.
500 Maryland Trust Building,
Baltimore 2, Maryland.
GEORGE W. SCIBLE, Auctioneer.

d-23

NO. 11,194 EQUITY
OFFICE OF

Maryland Gazette

Published by

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

LIBER 138 PAGE 190

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1954

We hereby certify, that the annexed

Trustee's Sale

John J. Becker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of January, 1955. The first insertion being made the 9th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

Filed 28 Dec., 1954.

GEORGE W. SCIB - - - - - - - - - - - - - - Auctioneer

ALBERT J. GOODMAN
Attorney At Law
Annapolis, Maryland

LIBER 138 PAGE 191

TRUSTEE'S SALE

OF VALUABLE, IMPROVED

REAL ESTATE

LOCATED AT NO. 117 EAST DORIS AVENUE, BROOKLYN HEIGHTS, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated November 27, 1954, and passed in a cause in said Court pending, known as "Ex parte, In the Matter of the Estate of John J. Recker," and designated as No. 11,194 Equity, the undersigned will offer at public sale on the premises, No. 117 East Doris Avenue, Brooklyn, Maryland, on

THURSDAY, JANUARY 6, 1955

AT 11 A.M.

All those four lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at the southwest corner of First and Doris Avenues, as laid out on the plat of Brooklyn Heights, subdivision of J. Clinton Mewshaw, recorded among the Plat Records of Anne Arundel County in Plat Book 14, Page 22, formerly recorded in Plat Book G. W. No. 1, Section 2, Folio 128, and running thence binding on the southwest side of Doris Avenue 100 feet; thence southwesterly parallel to First Avenue 125 feet to a 10-foot alley there situate; thence southeasterly parallel to Doris Avenue 100 feet to the northwest side of First Avenue; and thence binding on the northwest side of First Avenue 125 feet to the place of beginning, being Lots Nos. 23, 24, 25 and 26, Section A, as shown on the aforesaid plat of Brooklyn Heights.

LIBER 138 PAGE 192

Being the same property which was conveyed to John J. Recker by Elizabeth Richardson by deed dated May 22, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 315, folio 327.

This property is improved by a one-and one-half-story, formstone over frame bungalow, containing eight rooms and one and one-half baths with a full basement, oil fired steam heat. Screened front porch and enclosed back porch; and a one-car garage with two adjoining buildings, 20' x 30' and 20' x 20', respectively, said outbuildings now containing a small manufacturing plant being operated as a nonconforming use.

Terms of sale, as prescribed by the decree: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at six per cent (6%) from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

EDWIN C. RECKER
GEORGE W. DELLA
500 Maryland Trust Building,
Baltimore 2, Maryland.
Trustees.

Filed 6 Jan, 1955.

EX PARTE :

IN THE MATTER OF :

THE ESTATE OF :

JOHN J. RECKER, deceased :

NO. 11,194 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

LIBER 138 PAGE 193

::::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I ~~(we)~~ have purchased at public auction from Edwin C. Recker and George W. Della, Trustees, the property described in the advertisement attached hereto for the sum of TWELVE THOUSAND and no/100 - - - - - - - - - - - - DOLLARS ($12,000.00); and I ~~(we)~~ agree to comply with the terms of sale as set forth therein.

AS WITNESS my ~~(our)~~ hand~~(s)~~ and seal~~(s)~~ this 6th day of January, 1955.

WITNESS:

Albert J. Goodman as to John J. Recker, Jr. (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Edwin C. Recker and George W. Della, Trustees, the property described in the advertisement attached hereto to JOHN J. RECKER, Jr., at and for the sum of TWELVE THOUSAND and no/100- - - - - - - - - - - - - - DOLLARS ($12,000.00), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 6th day of January, 1955.

WITNESS:

Albert J. Goodman

George W. Scible, Auctioneer (SEAL)

22

Filed 6 Jan., 1955.

LIBER 138 PAGE 194

EX PARTE	:	NO. 11,194 EQUITY
IN THE MATTER OF		IN THE CIRCUIT COURT
THE ESTATE OF	:	FOR
JOHN J. RECKER, deceased	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edwin C. Recker and George W. Della, Trustees, appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, they did attend on the premises, No. 117 East Doris Avenue, Brooklyn, Maryland, on Thursday, January 6, 1955, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

> All those four lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:
>
> Beginning for the same at the southwest corner of First and Doris Avenues, as laid out on the plat of Brooklyn Heights, subdivision of J. Clinton Mewshaw, recorded among the Plat Records of Anne Arundel County in Plat Book 14, Page 22, formerly recorded in Plat Book G.W. No. 1, Section 2, Folio 128, and running thence binding on the southwest side of Doris Avenue 100 feet; thence southwesterly parallel to First Avenue 125 feet to a 10-foot alley there situate; thence southeasterly parallel to Doris Avenue 100 feet to the northwest side of First Avenue; and thence binding on the northwest side of First Avenue 125 feet to the place of beginning, being Lots Nos. 23, 24, 25 and 26, Section A, as shown on the aforesaid plat of Brooklyn Heights.
>
> Being the same property which was conveyed to John J. Recker by Elizabeth Richardson by deed dated May 22, 1944, and

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

23

Filed 6 Jan., 1955

recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 315, folio 327.

Said property being sold to John J. Recker, Jr., at and for the sum of TWELVE THOUSAND DOLLARS ($12,000.00), he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

Edwin C. Recker

George W. Della
500 Maryland Trust Building
Baltimore 2, Maryland
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EDWIN C. RECKER and GEORGE W. DELLA, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

4

ORDER NISI

EX PARTE

IN THE MATTER OF

~~XXXXXX~~

THE ESTATE OF
JOHN J. RECKER, deceased

LIBER 138 PAGE 196
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,194 Equity

Ordered, this 17 day of January, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Edwin C. Recker and George W. Della, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of February next.

The report states that the amount of sale ~~XXXXX~~ was $12,000.00.

John H. Hopkins, 2nd, Clerk.

True Copy,

TEST: Clerk.

Filed 17 Jan., 1955.

(Final Order)

EX PARTE

IN THE MATTER OF

~~XXXXXX~~

THE ESTATE OF
JOHN J. RECKER, deceased

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of January, 19 55, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed upon consent of the parties in interest to the immediate ~~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~~ notification of the sale; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Urschel
Judge

25

Filed 20 Jan, 1955

ADDITIONAL BOND

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

EX PARTE
IN THE MATTER OF
THE ESTATE OF
JOHN J. RECKER, deceased

NO. 11,194 EQUITY

LIBER 138 PAGE 197

KNOW ALL MEN BY THESE PRESENTS:

That we, Edwin Recker and George W. Della 500 MARYLAND Trust Bldg. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 - - - - - - - - - - - - - - - - ($2000.00) 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 10th day of January in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden Edwin Recker and George W. Della by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Ex parte in the matter of the estate of John J. Recker, deceased

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Edwin Recker and George W. Della

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

Signed, sealed and delivered in the presence of:

Donna E. Lape

Edwin Recker (SEAL)

George W. Della (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By C. Berg
C. BERG *As to Surety*

By E. V. Shockley
E. V. Shockley *Attorney-in-Fact*

approved this 19 Jan., 1955
John H. Hopkins, 3rd, Clerk.

MD3116a—250, 9-50 128233
Trustee's Bond

26

Filed 19 Jan., 1955.

State of Maryland, Baltimore City, sct:

LIBER 138 PAGE 198

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, a corporation of the State of **MARYLAND**, does hereby constitute and appoint **E. V. Shockley** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April, 1932.**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST**
Assistant Secretary

By: **E. R. NUTTLE**
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, January 10, 1955.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. BEKCWITH *Assistant Secretary*

LIBER 138 PAGE 199

EX PARTE : NO. 11,194 EQUITY

IN THE MATTER OF : IN THE CIRCUIT COURT

THE ESTATE OF : FOR

JOHN J. RECKER, deceased : ANNE ARUNDEL COUNTY.

:::::::

CONSENT TO IMMEDIATE RATIFICATION
OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, being all the parties in interest, including the purchaser, and all being sui juris, do hereby consent to the immediate ratification of the sale of the fee simple property known as No. 117 East Doris Avenue, Brooklyn, Maryland, reported by Edwin C. Recker and George W. Della, Trustees, on January 6, 1955.

Margaret A. Recker

Edwin C. Recker

Annie E. Yost

John J. Recker, Jr.

Della I. Walton

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

In the Case of

LIBER 138 PAGE 200

Ex Parte,

In the Matter of the

Estate of

~~VS~~

John J. Recker,

deceased

In the

Circuit Court

For

Anne Arundel County

No. 11,194 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.

February 7, 1955

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

Auditor.

Filed 8 Feb., 1955.

Dr. Ex Parte, In the Matter of the Estate of John J. Recker, deceased in ac.

To Trustees for Commissions, viz:	391	19		391	19
To Trustees for Court costs, viz:					
Plaintiff's Solicitors' appearance fee	10	00			
Clerk of Court - Court costs	33	50			
Auditor - stating this account	22	50			
				66	00
To Trustees for Expenses, viz:					
Capital-Gazette Press - advertising sale	35	67			
Capital-Gazette Press - handbills	11	69			
Capital-Gazette Press - order nisi (sale)	2	00			
Capital-Gazette Press - order nisi (acct)	6	00			
The Sunday Sun - advertising sale	24	50			
Fidelity & Deposit Co. of Md. - bond premiums	48	00			
George W. Scible - auctioneer's fee	75	00			
Albert J. Goodman and Wilbur R. Dulin - fee for legal services rendered (Order of 1/25/55)	300	00			
One-half Federal documentary stamps	6	60			
One-half State documentary stamps	6	00			
Grace R. Hartge - notary fee			75		
				516	81
To Trustees for Taxes, viz:					
1955 State and County taxes ($124.07 - adjusted) six days	2	07		2	07
BALANCE FOR DISTRIBUTION - $11,063.23					

Distributed as follows to heirs of John J. Recker, deceased, viz:			
To Margaret A. Recker, widow - one-third	$3,687.84		
Less 1% direct inheritance tax	36.88	3,650 96	
To Edwin C. Recker, son - one-sixth	$1,843.92		
Less 1% direct inheritance tax	18.44	1,825 48	
To Annie E. Yost, daughter - one-sixth	$1,843.92		
Less 1% direct inheritance tax	18.44	1,825 48	
To John J. Recker, Jr., son - one-sixth	$1,843.92		
Less 1% direct inheritance tax	18.44	1,825 48	
To Della I. Walton, daughter - one-sixth	$1,843.93		
Less 1% direct inheritance tax	18.44	1,825 49	
To H. S. Clark, Register of Wills - Total direct inheritance tax, as above		110 64	11,063 53
			12.039 60

with

LIBER 138 PAGE 203

Edwin C. Recker and George W. Della, Trustees

Cr.

1955				
Jan.	6	Proceeds of Sale	12,000 00	
		Interest on deferred payment to 1/28/55 - 22 days	39 60	12,039 60
				12,039 60

LIBER 138 PAGE 204

ORDER NISI

Ex Parte,

In the Matter of the Estate

~~VERSUS~~

of

John J. Recker,

deceased

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,194 Equity.

ORDERED, This 8 day of February 19 55 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 14 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 14 day of March next.

Filed 8 Feb. 1955 John A. Watkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of March, 1955, 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.

Benjamin Leighton
Judge

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

Filed 15 Mar. 1955

LIBER 138 PAGE 205

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, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,194

John J. Rucker

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 14 th day of March, 1955 The first insertion being made the 10 th day of February, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,194 Equity

Ex Parte In The Matter Of The Estate Of JOHN J. BECKER, deceased.

Ordered, this 8th day of February, 1955, 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 14th 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 14th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-17

No. 6106
33

Filed 14 Mar., 1955.

LIBER 138 PAGE 206

NAOMI HEWITT, widow, individually, and as next friend of Philip Hewitt and Gerald Hewitt, infants 2154 Whistler Avenue Baltimore 23, Maryland MARY G. BOSSE and JOSEPHY B. BOSSE, her husband 2906 Clifton Park Terrace Baltimore 13, Maryland JAMES N. HEWITT, unmarried 2312 West Baltimore Street Baltimore, Maryland GRACE M. REDDING and DANIEL P. REDDING, her husband 5010 Lindsey Road Baltimore 28, Maryland EUGENE V. HEWITT and DOROTHY HEWITT, his wife Rockview Beach Pasadena, Anne Arundel County Maryland KATHRYN L. EDWARDS and GEORGE E. EDWARDS, her husband 2312 West Baltimore Street Baltimore 23, Maryland Complainants vs. PHILIP HEWITT and GERALD HEWITT c/o Naomi Hewitt 2154 Whistler Avenue Baltimore 23, Maryland THE BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY Green Street Annapolis, Maryland Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 13,511

::

BILL OF COMPLAINT
TO SELL REAL PROPERTY OF INFANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Naomi Hewitt, individually, and next friend of Philip Hewitt and Gerald Hewitt, infants, Mary G. Bosse and Joseph B. Bosse, her husband, James N. Hewitt, unmarried, Grace M. Redding and Daniel P. Redding, her husband, Eugene V. Hewitt and Dorothy Hewitt, his wife, Kathryn L. Edwards and George E. Edwards, her husband, by William J. Boehm, their Solicitor, respectfully represents unto Your Honors:

FILED
1959 NOV -6 PM 12:29

FIRST: That Kathryn L. Edwards, formerly Kathryn Hewitt, and Eugenie C. Hewitt, her mother, were the owners, as tenants in common, in fee simple, of all of those four (4) lots known and designated as Lots Nos. 32, 33, 34 and 35, Section AA, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 16, folio 19, which said lots are situated in the Third Election District of Anne Arundel County, State of Maryland, under and by virtue of a deed from Workman's Co-operative Realty Company to Eugenie C. Hewitt and Kathryn Hewitt dated January 29, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 57, folio 278.

SECOND: That Eugenie C. Hewitt departed this life intestate on or about February 15, 1938, leaving surviving her, the following children: Kathryn L. Edwards, Eugene V. Hewitt, Grace M. Redding, James N. Hewitt, Mary G. Bosse and a son, Ephraim G. Hewitt, who departed this life in February, 1955, leaving surviving him his widow, Naomi Hewitt, and two sons, Philip Hewitt, age 13, and Gerald Hewitt, age 16.

THIRD: That the said infant children of Ephraim G. Hewitt reside with their mother at 2154 Whistler Avenue, Baltimore 23, Maryland.

FOURTH: That the said lots in Glen Burnie Heights are unimproved, without water and sewer facilities, and few other lots in the development have been improved.

FIFTH: That the Board of Education of Anne Arundel County has offered the sum of Eight Hundred ($800.00) Dollars for the property as shown by the attached Contract of Sale, which is offered as Complainants' exhibit No. 1, and is prayed to be taken as a part hereof.

SIXTH: That your Complainants believe and, therefore, aver that the said sale would be for the benefit and advantage of the infants since their share of the proceeds of the sale can be used for their support and maintenance.

WHEREFORE your Complainants pray:

1. That a decree may be passed by this Honorable Court directing that the said lots of ground described hereinabove may be sold and further that the said decree ratify and confirm the contract of sale between your Complainants

and the Board of Education of Anne Arundel County.

2. That this Honorable Court appoint a Trustee to execute a deed in compliance with the said Contract of Sale.

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

AND as in duty bound, etc.

Kathryn L. Edwards

Kathryn L. Edwards

George E. Edwards

George E. Edwards

Mary G. Bosse

Mary G. Bosse

Joseph B. Bosse

Joseph B. Bosse

James N. Hewitt

James N. Hewitt

Grace M. Redding

Grace M. Redding

Daniel P. Redding

Daniel P. Redding

Eugene V. Hewitt

Eugene V. Hewitt

Dorothy Hewitt

Dorothy Hewitt

William J. Boehm
Solicitor for the Complainants

Naomi Hewitt, individually, and as next friend for Philip Hewitt and Gerald Hewitt, Infants

3.

STATE OF MARYLAND, COUNTY OF Anne Arundel, to-wit:

I HEREBY CERTIFY, That on this 14th day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kathryn L. Edwards, George E. Edwards, Mary G. Bosse, Joseph B. Bosse, James N. Hewitt, Grace M. Redding, Daniel P. Redding, Eugene V. Hewitt, Dorothy Hewitt and Naomi Hewitt, individually, and as next friend for Philip Hewitt and Gerald Hewitt, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

V. Kathryn Chapman, Notary Public

Complainant's Exhibit #1.

LIBER 138 PAGE 210 No. 13,511 Equity

THIS AGREEMENT, Made this Fifteenth day of July, in the year Nineteen Hundred and Fifty-nine, by and between Kathryn L. Edwards and George E. Edwards, her husband, Mary G. Bosse, Joseph B. Bosse, her husband, James N. Hewitt, single, Grace M. Redding and Daniel P. Redding, her husband, Eugene V. Hewitt and Dorothy Hewitt, his wife, D. Naomi Hewitt, widow, Philip Hewitt and Gerald Hewitt by Naomi Hewitt, their mother and next friend, parties of the first part hereinafter called Vendors, and the Board of Education for Anne Arundel County, a body corporate of the second part hereinafter called Vendee.

WITNESSETH, that for and in consideration of the premises and the hereinafter mentioned deposit, said Vendors do hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendors, subject to any covenants and restrictions of record, the following described property situate and lying in Anne Arundel County, State of Maryland, and described as follows:

Lots Nos. 32, 33, 34 and 35 in Section AA, as shown on a plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Plat Book No. 16, Folio 19.

Together with the buildings and improvements thereon and the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, and especially all of the right, title, interest and estate of the owners of the aforesaid lots in and to any and all of the roads, streets, or alleys adjacent to the hereinabove described lots as shown on the aforesaid plat of Glen Burnie Heights, being the same property conveyed by Workmen's Cooperative Realty Company to Eugenie C. Hewitt and Kathryn Hewitt by deed dated January 29, 1921, and recorded among the Land Records of Anne Arundel County

FILED

No. 13,511 Equity

5

in Liber No. W.N.W. No. 57, Folio 278.

The said Eugenie C. Hewitt having departed this life on or about February 15, 1938, leaving surviving her the following children: Mary G. Bosse, James N. Hewitt, Grace M. Redding, Eugene V. Hewitt, and a son Ephraim G. Hewitt who departed this life in February, 1955, leaving surviving him his widow, Naomi Hewitt, and two sons, Philip Hewitt, age 13, and Gerald Hewitt, age 16.

At and for the price of Eight Hundred Dollars ($800.00) of which Fifty Dollars ($50.00) having been paid prior to the signing hereof and Seven Hundred and Fifty Dollars ($750.00) the balance of said purchase price to be paid upon final ratification of this contract by the Circuit Court for Anne Arundel County.

The parties of the first part do hereby grant the Board of Education the privilege of going upon the land herein described and clearing and using the same, pending ratification of this sale by the Court. And upon payment as above of the unpaid purchase money a Deed for the property shall be executed by the Vendors or by a Trustee appointed by the Court for them, at the Vendee's expense which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void; taxes and all other assessments, public dues and charges shall be adjusted to the day of transfer.

WITNESS THE hands and seals of the parties hereto.

WITNESS:

R. H. Moore — Kathryn L. Edwards (SEAL)

J. F. Anderson — George E. Edwards (SEAL)

R. H. Moore — Mary G. Bosse (SEAL)

J. F. Anderson

Joseph B. Bosse (SEAL)

J. F. Anderson

James N. Hewitt (SEAL)

J. F. Anderson

Grace M. Redding (SEAL)

J. F. Anderson

Daniel P. Redding (SEAL)

J. F. Anderson

Eugene V. Hewitt (SEAL)

J. F. Anderson

Dorothy Hewitt (SEAL)

J. F. Anderson

Naomi Hewitt (SEAL)

J. F. Anderson

Philip Hewitt (SEAL)

By: (SEAL)
Naomi Hewitt, next friend

J. F. Anderson

Gerald Hewitt (SEAL)

By: Naomi A. Hewitt (SEAL)
Naomi Hewitt, next friend

THE BOARD OF EDUCATION FOR

ANNE ARUNDEL COUNTY

BY: Richard D. Weigle

Richard D. Weigle

LIBER 138 PAGE 213

NAIMI HEWITT, Widow, individually, etc., et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	NO. 13,511 EQUITY
THE BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY	:	
	:	
	:	

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of the Board of Education for Anne Arundel County by R. Tilghman Brice, III, its Attorney, to the Bill of Complaint heretofore filed, respectfully says:

1. That it can neither admit nor deny the allegations contained in the First, Second and Third paragraphs of the Bill of Complaint, it having no actual knowledge of the facts therein alleged.

2. It admits the allegations contained in the Fourth paragraph of the Bill of Complaint.

3. In answer to the Fifth paragraph of the Bill of Complaint, the Board of Education of Anne Arundel County admits that it has entered into a Contract of Sale for the purchase of the lots mentioned in these proceedings at and for the sum of $800.00 and is ready and willing to accept title thereto and pay the balance of the purchase price upon ratification of said Contract by This Honorable Court.

4. In answer to the Sixth paragraph, this respondent can neither admit nor deny the allegations therein contained, having no knowledge of the facts as therein alleged.

Having answered said Bill of Complaint, this respondent prays to be dismissed with its proper costs.

AND, as in duty bound, etc.

BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY

BY: R. Tilghman Brice, III
Attorney for Defendant

I hereby certify that a copy of the aforegoing Answer to Bill of Complaint was mailed to William J. Boehm, Solicitor for Complainants this 7th day of December, 1959.

R. Tilghman Brice, III

LIBER 139 PAGE 214

NAOMI HEWITT, ET AL	:	IN THE CIRCUIT COURT
Plaintiffs	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
	:	
	:	EQUITY NO. 13,511
PHILIP HEWITT and GERALD HEWITT,	:	
	:	
Defendants	:	
	:	
	:	

::::::::::

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ANSWER FOR INFANT DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of NAOMI HEWITT, one of the Plaintiffs in the above entitled case, by William J. Boehm, Solicitor, respectfully represents:

1. That the infant defendants, Philip Hewitt and Gerald Hewitt, have both been duly returned summoned in the above entitled case, but both being under legal disabilities cannot answer and defend this suit for themselves.

Your Petitioner therefore prays the Court to appoint a guardian ad litem to appear and answer for the said Philip Hewitt and Gerald Hewitt, infant defendants.

As in duty bound, etc.

William J. Boehm
Solicitor for the Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6 day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Solicitor for the Plaintiffs, and made affirmation in due form of law that the matter and facts in the aforegoing Petition are true to the best of his knowledge and belief.

Notary Public

FILED
1960 OCT -6 AM 11:33

ORDER

ORDERED, this 6th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition and Affidavit, that Ernest Florestano be, and he is hereby appointed guardian ad litem to appear and answer for Philip Hewitt, one of the infant defendants in the above entitled case, and it is further ORDERED that Ernest Florestano be, and he is hereby appointed guardian ad litem to appear and answer to Gerald Hewitt, the other infant defendant in the above entitled case.

Matthew S. Evans
JUDGE

FILED

1960 OCT -7 AM 11:37

LIBER 138 PAGE 216

NAOMI HEWITT, ET AL	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PHILIP HEWITT and GERALD HEWITT	:	EQUITY NO. 13,511
Defendants	:	

:::::::::

ANSWER OF GUARDIAN AD LITEM

:::::::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answers of Philip Hewitt and Gerald Hewitt by Ernest Florestano, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Naomi Hewitt, et al against them in this Court respectfully shows.

These defendents being infants cannot admit any of the matters and thing in said bill of complaint alleged, and submits their rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Ernest Florestano

Ernest Florestano
Guardian ad Litem

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1960 DEC 15 PM 3:28

//

NAOMI HEWITT, ETAL	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS	*	FOR
PHILIP HEWITT and GERALD HEWITT	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 13,511
Defendants		

* * * * * * * * * * *

TESTIMONY TAKEN IN OPEN COURT

BEFORE HON. MATTHEW S. EVANS

December 28, 1960.

Present:

William J. Boehm, Solicitor for Plaintiffs

R. Tilghman Brice, III, Solicitor for Defendants

Miss Eleanor G. Owings, Chief Deputy Clerk

Mrs. Connie Tuers, Court Stenographer

Witnesses:

Kathryn L. Edwards, pages 2 - 7

Henry Bachman, pages 8 - 10

Kathryn L. Edwards, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Boehm)

1. State your full name and address?

A. Kathryn L. Edwards, 2312 West Baltimore Street.

2. Your mother's name was Eugenie C. Hewitt, and your mother and you owned property up in the Third Election District of Glen Burnie Heights known as Lots #32,33,34 and 35 of Section AA. is that correct?

A. That's right.

3. You and your mother owned these four lots as tenants in common?

A. That's right.

4. Boehm: I would like to introduce this deed.

Court: Admitted.

(DEED DATED JANUARY 29,1921 RECORDED LIBER WNW #57 folio 278 AS PLAINTIFF'S EXHIBIT #1)

5. This property was purchased in 1921 on January 29, is that correct, as shown on that deed?

A. That's on that deed but it was really purchased in 1919. Bought it on a contract of sale.

6. Now, Mrs. Edwards your mother departed this life on February 15, 1938, is that correct?

A. That's right.

7. And she left surviving her what children?

A. Six children. Want me to name them?

13

8. Repeat them for the court.

A. Mary G. Bosse, 2906 Clifton Park Terrace; myself; Eugene P. Hewitt, Rockview Beach; Ephraim is now deceased; Grace Redding; and James Hewitt same address as I am.

9. Now, Ephraim departed this life, isn't that correct?

A. Um-hum, yes, sir.

10. In 1955?

A. That's right.

11. So it left surviving him his widow, Naomi, and two sons?

A. That's right, Philip Hewitt

12. His age is?

A. Fifteen and Gerald Hewitt, seventeen. His age is seventeen.

13. Now with whom are the children living?

A. Pardon.

14. With whom are the children-- infant children--

A. Their mother Mrs. Naomi Hewitt. 2154 Whistler Ave.

15. Now, this property which is in question is located in Glen Burnie Heights is unimproved isn't that correct?

A. That's right.

16. It is not serviced with water or other sewer facilities?

A. I don't think so.

17. Now, filed in this case is Complainant's Exhibit #1 which is a contract of sale with the Board of Education

of Anne Arundel County offering the four lots for the sum of $800. The signatures on the paper were signed by you and all your brothers and sisters, is that correct?

A. That's right.

(CONTRACT OF SALE FILED AS PLAINTIFF'S EXHIBIT #2)

18. And the mother to the two children also signed, isn't that correct?

A. That's right. Mrs. Hewitt, Mrs. Naomi--

19. Who has been paying the taxes on this property, I

A I have since 1920.

20. You've been paying the taxes on this property since 1920?

A. yes.

21. And in recent years you've been paying the taxes-- you have the tax bills?

A. Yes, I have some of them. I don't have a recent one but I have them home.

Boehm: Your Honor, we have the tax bills from 1922 to 1933 in this one folder and Mrs. Edwards has at home from that date up to thepresent date. The fact that they were offered for tax sale last year and she paid them and I feel in all due equity and good conscience that she should be given credit for the taxes

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that she has paid on the 5/6 interest of the other two lots and I would like to ask permission to ask the court to file a petition to allow that claim for the taxes and also for the tax petition that she paid. The only question that goes in my mind now it goes all the way back to 1920-21 and it is a rather substantial sum and it would apply only to the 5/6 interest because she would be liable for her 1/6 interest in the two lots.

Court: Your brothers and sisters and the others know that you've been paying the taxes?

Witness: Oh yes. In fact they had considered it mine. But they considered it on that the --

Court: You mean that it is agreeable with them for you to be reimbursed for these taxes?

Witness: Oh surely.

Court: Well, if you file them as an exhibit in the case, I will.

(Mr. Boehm)

22. And you have the tax bills?

A. Yes, all of them. Could I mention that it's all agreeable to give it to the -- my oldest sister,

Mary.

23. You mean give all the money?

A. Yes, it's such a little bit involved, it's such a small amount involved that she's most in need of it.

Court: Well, they could make the check out accordingly and just endorse it over. Do whatever you want to -- would you rather do it that way.

Brice: If the Court, please I guess this would never go through regular audit-- account be stated.

Court: I say, let the audit be stated if they agree amongst themselves they turn it over.

Brice: Of course, I'm interested in good title and having the contract ratified because of the infants involved. What they do with the money I don't mean --

Court: That's what I say as long as you could pay the money over and they could do what they want with it.

Brice: Yes, I have no objections.

Court: Well, I think it would be better rather than put it -- file a petition-- give them the money just let them endorse the check over.

Boehm: I do it that way, Your Honor, they'll just endorse it.

17

Court: If they all agree you won't have any trouble.

(Mr. Boehm)

24. Now, in your opinion, Mrs. Edwards, this property is not subject to, with best interests of all concerned to be divided up into the proportionate shares?

A. No.

25. I mean divide the property up?

A. No. I don't think so, do you? It couldn't be done it's such a small amount.

26. In otherwords, it would be for the best interest of the infants that the share of their real estate be reduced to cash?

A. Yes, surely.

27. And regardless of the value on the contract of sale, is everyone satisfied with it?

A. No, they're not satisfied, but what are you going to do. I'm not satisfied either.

28. Isn't it a fair value, in your opinion?

A No, I don't think so. You cant' go out and buy lots for $800 any place.

29. I'm talking about this -- I'm just talking about Glen Burnie Heights, Mrs. Edwards.

Court: Well, all of you did sign the contract and agreed to accept that amount?

Witness: Oh, yes.

Boehm: No further questions.

Brice: No questions.

Henry Bachman, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Boehm)

1. State your full name and address to the Court?

A. Henry Bachman, Severna Park, Maryland. I'm in the real estate business.

2. Are you familiar with the property that's in question before the court -- that's Lot 32 and 33 of Section AA?

A. I am.

3. Are you familiar with any recent sales of the property in this area?

A. I have a list of them here. Of course, you can't find them right up to the minute because it's not been a development that-- where they could sell these lots.

4. Property is unimproved?

A. It's unimproved land and an area--

5. Any water facilities?

A. There are no facilities. These lots are out in the middle of a field the roads no doubt were in many years ago where they were scraped in but there's no indication of roads or anything else up there or alleyways. I have a few sales here that -- back in 1954 Nancy Brooks sold to The Church of God November 30,1954 Lots 20,21 and 22 in Section F for $175 each recorded in JHH 833 folio 333; Stucker to Coswell November 19, 1952 sold lots 34,35, Block E for $300 each -- I mean $300 of $150 each; and S. J. Everd sold to The Church

of God November the -- February 7, 1955 lots 23 and 24, Section F for $250 each and that is the average price.

6. Now, your opinion, is the sum of $200 per lot a fair and market value?

A. It is a fair price considering all these, yes. I don't how you would produce a buyer for this property out in the middle of a field where a buyer of the property would have to put his own roads in and it would be quite expensive.

7. Is this property of such nature that it could be divided in kind and partition for the -- that the infants could obtain their share and be of any profit and benefit for them?

A. In my opinion, it couldn't be divided equally.

8. In other words, the sale would be for the best interest of all parties concerned?

A. Their interests -- it would in my opinion.

Boehm: No further questions.

Brice: No questions.

Boehm: That's our case, Your Honor.

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I hereby certify that the aforegoing testimony is a true and bona fide copy of the testimony of Kathryn L. Edwards and Henry Bachman, given in open Court in the Court Trial of the case Naomi Hewitt, widow individually and as next friend of Philip Hewitt and Gerald Hewitt, Infants, etal vs Philip Hewitt and Gerald Hewitt, etal on the 28th day of December, 1960, in the Circuit Court for Anne Arundel County.

Conchita D. Tuers

Conchita D. Tuers, Court Stenographer

This Deed, Made this Twenty-ninth day of January in the year one thousand nine hundred and Twenty-one between

THE WORKMAN'S CO-OPERATIVE REALTY COMPANY, Incorporated

a body corporate, duly incorporated under the laws of the STATE of MARYLAND, party of the first part and ~~[illegible]~~

part ies of the second part

WITNESSETH, that in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, and the performance of the covenants and agreements hereinafter set out to be performed by the said party of the second part, their heirs and assigns, the said party of the first part does hereby grant and convey unto the part ies of the second part, their heirs and assigns subject to the said covenants and agreements, all that land and premises situate in the THIRD ELECTION DISTRICT of ANNE ARUNDEL COUNTY, in the STATE aforesaid and particularly described as follows:

LOTs numbers thirty-two, thirty-three, thirty-four and thirty-five in section "AA"

of the lot of ground which by deed dated May 16, 1919 and recorded among the land records of ANNE ARUNDEL COUNTY in Liber W. N. W. No. 10, Folio 389, etc., was granted and conveyed by Joseph Schick, et al, to the said THE WORKMAN'S CO-OPERATIVE REALTY COMPANY, INCORPORATED, in fee simple, a plat of the same land having been duly recorded among the said land records of ANNE ARUNDEL COUNTY in Plat Liber G. W. Section 3, Folio ~~185~~ 193, etc. TO HAVE AND TO HOLD the above granted property unto the part ies of the second part, their heirs and assigns, forever, in fee simple, subject, however, to the following covenants and agreements, which are hereby entered into by the said part ies of the second part, their heirs and assigns, with the said party of the first part as a part of the consideration for this deed.

1. At no time shall any part of the said land be used or occupied for the manufacture, brewing, distilling or sale of spiritous or malt liquors, nor shall the said lots, or any part thereof, or any building erected thereon at any time hereafter, be used or occupied as a bone-boiling establishment, tannery, slaughter house, glue, soap, candle, starch or gun-powder manufactory, or for any other offensive or dangerous purposes.
2. That the said lots or buildings thereon shall never be rented, leased or sold, transferred or conveyed to nor shall the same be occupied exclusively by any negro or colored person or person of negro blood.
3. That no signs for advertising purposes shall be erected or placed thereon.
4. That all buildings erected thereon shall be placed and set back not less than ten feet (10') from the street line, provided that steps, windows, porticos and other projections appurtenant thereto may be within said distance.
5. That there shall not be erected upon any portion of said premises any dwelling costing less than Fifteen Hundred Dollars ($1,500.00).
6. That there shall be no violation of the usual nuisance clauses.

AND the said party of the first part, subject to the above covenants and agreements on the part of the said part ies of the second part, their heirs and assigns, covenants that it will warrant specially the land and premises hereby granted and conveyed and that it will execute such further assurances of said land and premises as may be requisite.

Pltffs". Exhibit No. 1
No. 13,571 Equity

23

WITNESS, the corporate seal of the said Grantor and the signatures of the President, Vice-President and Secretary thereof, the day and year first above written.

THE WORKMAN'S CO-OPERATIVE REALTY COMPANY, Inc.

TEST: Charles D Clarke

Joseph Schick (SEAL)
President

Armand A Fox (SEAL)
Vice-President

Lawrence Hammerman (SEAL)
Secretary

LIBER 138 PAGE 229

STATE of MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, that on this Twenty-ninth day of January in the year one thousand nine hundred and Twenty-one before me, the subscriber, a Notary Public, of the STATE of MARYLAND, in and for the City of Baltimore aforesaid, personally appeared Joseph Schick, President, Armand A. Fox, Vice-President, and S. Lawrence Hammerman, Secretary of THE WORKMAN'S CO-OPERATIVE REALTY COMPANY, INCORPORATED, the Grantor hereinbefore named and they acknowledged the foregoing DEED to be the act of the said body coporate.

WITNESS my hand and notorial seal.

Charles D Clarke
Notary Public.

CHARLES D. CLARKE NOTARY PUBLIC

DEED
FROM
THE WORKMAN'S CO-OPERATIVE
REALTY COMPANY, Incorporated
TO
[illegible]

Received for Record 19 Dec 1922
at 9 o'clock A M. Same day recorded
in Liber WWW No. 57 Folio 278 &c.
one of the Land Records of
A A Co and examined per
Wm N Woodward Clerk
Cost of Record $ 2.50 per

THE WOLF PRINTING CO. BALTIMORE, MD.

WORKMAN'S CO-OPERATIVE REALTY COMPANY INC. BALTIMORE PHILADELPHIA

247

I hereby certify, that the property named in this deed has been transferred and [illegible] by [illegible]
[illegible]

LIBER 138 PAGE 230

NAOMI HEWITT, ET AL	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PHILIP HEWITT and GERALD HEWITT	:	EQUITY NO. 13,511
Defendants	:	

DECREE

THIS CAUSE standing ready for hearing and testimony having been taken in open Court, the proceedings were read and considered by the Court and it appearing to the Court that the real estate mentioned in these proceedings cannot be divided in kind without material loss or injury and that the Contract for the sale of said property filed in these proceedings appears to be for the best interest and advantage of the infant Defendants and of all other persons interested therein.

IT IS THEREUPON, This 18th day of January, in the year nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED, That the Contract of Sale between PHILIP HEWITT and others and the BOARD OF EDUCATION for Anne Arundel County, dated this 15th day of July, 1959 BE AND THE SAME IS hereby ratified and confirmed and that William J. Boehm, Solicitor, BE AND HE IS hereby appointed Trustee, who upon good and sufficient Deed, said Deed to be signed, sealed, acknowledged and recorded according to law, shall convey to the Board of Education for Anne Arundel County all the right, title, interest and estate of all of the persons to this suit and those claiming by, from or under them or any of them in and to all those lots or parcels of land, lying and being in Anne Arundel County, State of Maryland, and described as follows:

LOTS NOS. 32, 33, 34 and 35 in Section AA, as shown on a Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in

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25

Plat Book No. 16, folio 19.

AND BEING the same property conveyed by Workmen's Comperative Realty Company to Eugenie C. Hewitt and Kathryn Hewitt by deed dated January 29, 1921 and recorded among the Land Records of Anne Arundel County in Liber No. W. N. W. No. 57, folio 278.

BUT BEFORE THE SAID TRUSTEE shall proceed to act, he shall first file with this Circuit Court or the Clerk thereof a good and sufficient Bond in the penalty of $800.00 to be approved by this Court or the Clerk thereof, conditioned for the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in the premises, and the said Trustee shall then bring into this Court the money and proceeds arising from the sale as aforesaid, to be distributed according to law, under the direction of this Court.

AND IT IS FURTHER DECREED that the Defendent, the Board of Education for Anne Arundel County shall pay the cost of these proceedings.

Matthew S. Evans
Judge

2 ii

LIBER 138 PAGE 232
LIBER 10 PAGE 545

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

NO. 13,511 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM J. BOEHM 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 EIGHT HUNDRED AND NO/100 ---------- DOLLARS , current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 28th day of March , 1961 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Naomi Hewitt, Et al VS. Philip HewittX and Gerald Hewitt, No. 13,511 Equity, dated January 18, 1961 , William J. Boehm was appointed Trustee to make sale of the property described in said proceedings, and the said William J. Boehm is about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Wm J Boehm (SEAL)
William J. Boehm PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate,

By J Hopkins
John H. Hopkins, IV, Attorney-in-Fact

SURETY

Ethel M. Carle
Ethel M. Carle

Bond approved this 30th day of March, 1961
George T Cromwell, Clerk

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1961 MAR 30 PM 2:22

27.

LIBER 138 PAGE 233

NAOMI HEWITT, et al	:	
Plaintiffs	:	IN THE
vs	:	CIRCUIT COURT
PHILIP HEWITT and GERALD HEWITT	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,511

.. ..

PETITION TO AMEND DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs, by William J. Boehm, their attorney, respectfully shows to this Court:

1. That on the 18th day of January, 1961, the Circuit Court for Anne Arundel County passed a Decree in these proceedings enabling the Trustee to grant and convey all the right, title and interest of the persons in this suit to the Board of Education for Anne Arundel County as more particularly set out in said Decree.

2. That further, the Decree provided that the monies and proceeds arising from the sale thereof it be distributed according to the direction of this Court.

3. That the parties to this cause of action donated the sum of money to an incapacitated sister and in order to save the costs and expenses of stating an auditor's account, respectfully prays this Honorable Court to pass an Order in the premises amending the aforesaid Decree to permit the Trustee to disburse the money directly to the parties to this cause of action for the purpose of the aforesaid donation in lieu of stating an auditor's account.

4. That the Trustee has secured the endorsement of all parties to this cause of action on the reverse side of the Board of Education check for the purpose of securing their approval and consent as further stated by the witnesses at the Court hearing.

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1961 AUG 15 PM 1:50

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

28

WHEREFORE your Petitions respectfully pray this Court to pass an Order in the premises directing the Trustee to pay the sum of money received by him for the sale of the lots described in these proceedings directly over to the parties without stating an auditor's account.

William J. Boehm

ORDER OF COURT

ORDERED this 16th day of August, 1961, by the Circuit Court for Anne Arundel County, in Equity, that the Trustee be and he is hereby directed to pay the sum of Eight Hundred ($800.00) Dollars received for the sale of lots of land known as Nos. 32, 33, 34 and 35 of Section AA as shown on Plat of Glen Burnie Heights over to the parties in interest without necessity of stating an auditor's account in these proceedings.

D. Bowie Duckett
JUDGE

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1961 AUG 16 AM 11:51

29

LIBER 138 PAGE 235

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES A. HELMADOLLAR AND SHIRLEY A. HELMADOLLAR, HIS WIFE	:	(In Equity) No. 14,656

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 A. Helmadollar and Shirley A. Helmadollar, his wife to Baltimore Federal Savings and Loan Association, dated June 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937 folio 468.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Md.

Le 9-6841

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1961 OCT 25 AM 10:31

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 937 PAGE 458

MARYLAND

LIBER 1138 PAGE 236

MORTGAGE No 14,656 Equity

THIS MORTGAGE, made this 13th day of June, A. D. 19 55, by and between CHARLES A. HELMADOLLAR and SHIRLEY A. HELMADOLLAR, 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 ELEVEN THOUSAND ONE HUNDRED AND FIFTY Dollars ($ 11,150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-SIX and 50/100 Dollars ($ 56.50), commencing on the first day of August, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1985. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in 4th. Election District of Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 9, Block A, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 25 Folio 15.

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 said Mortgagors herein.

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

16—49890-7

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:

[redacted]

30" Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN G. EVELIUS

CHARLES A. HELMADOLLAR [SEAL]

[SEAL]

SHIRLEY A. HELMADOLLAR [SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

LIBER 937 PAGE 472

I HEREBY CERTIFY, That on this 13th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CHARLES A. HELMADOLLAR and SHIRLEY A. HELMADOLLAR, 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.

JOHN G. EVELIUS Notary Public

Recorded-20th-June-1955-at-9:05-A.M.

Application No. 37481 EMP
Examined by
Approved by
Ready for Record

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

WALTER S. CALWELL,
Attorney Namedin Mortgage
vs.
CHARLES A. HELMADOLLAR AND
SHIRLEY A. HELMADOLLAR, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CHARLES A. HELMADOLLAR AND

SHIRLEY A. HELMADOLLAR, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

LIBER 138 PAGE 240

No. 14,656 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Charles A. Helmadollar and Shirley A. Helmadollar, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **16th** day of **June** 1955, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **937** Folio **468** .

Amount of Mortgage	**$11,150.00**
Less - amount paid on principal	**1,022.91**
	10,127.09
Plus - interest to 11/30/61	**569.70**
	10,696.79
Plus - overdraft in expense account	**115.16**
	10,811.95

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **24th** day of **October** in the year nineteen hundred and **sixty-one** before me, the subscriber, a Notary Public of the 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 25 AM 10:51

Clara M. Link

Notary Public

Clara M. Link

LIBER 138 PAGE 241

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CHARLES A. HELMADOLLAR and SHIRLEY A. HELMADOLLAR, his wife	*	(IN EQUITY)
	*	

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of October, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County of Baltimore, personally appeared Walter S. Calwell, Attorney named in Mortgage, and made oath in due form of Law that Charles A. Helmadollar, one of the Defendants against whom foreclosure proceedings were instituted, is in the Military Service of the United States, and that Shirley A. Helmadollar, 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 - Affiant

Robert F. Vavrina, Notary Public

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

Service admitted this 13th day November 1961

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1961 NOV 13 PM 3:32

James B Lyons Jr
Attorneys for Defendants

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PLAINTIFF'S EXHIBIT NO. B

amb/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

HELMADOLLAR, Charles Alfred RA 13 262 728

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	GRADE ON ENTRY
6 March 1956 for six (6) years, Fort Knox, Kentucky	Sergeant First Class
HOME ADDRESS AT TIME OF ENTRY	**CURRENT MONTHLY BASE PAY**
17 Bruce Avenue, King Heights, Odenton, Maryland	$325.00

CURRENT GRADE AND DUTY ASSIGNMENT Sergeant First Class
Company B, 2d Heavy Tank Battalion, 33d Armor Regiment, APO 39, New York, New York

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	PLACE OF SEPARATION
[ ] DISCHARGED [ ] DEATH [ ] OTHER (Specify)	

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(s) 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 16, 1940 *(Public Law No. 783 - 76th Congress)*; OR SECTION 601, 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 13th DAY OF October,
ONE THOUSAND NINE HUNDRED AND sixty-one.

W C Saltzman
ADJUTANT GENERAL

TO:

Mr. Joseph J. Callahan
Baltimore Federal Building
Fayette and Saint Paul Streets
Baltimore 2, Maryland

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1961 NOV 13 PM 3:32

TAGO FORM 183 1 APR 61 — REPLACES EDITION OF 1 OCT 60, WHICH IS OBSOLETE. — GPO 910602

438 PAGE 242

Prior Service:

Date of Entry	Date of Separation
20 May 1947	23 May 1950
31 May 1950	5 March 1956

Individual claims prior service in the U. S. Navy.

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES A. HELMADOLLAR and SHIRLEY A. HELMADOLLAR, his wife	*	ANNE ARUNDEL COUNTY (IN 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 Charles A. Helmadollar and Shirley A. Helmadollar, his wife, the Defendants herein are now the record title owners of fee simple property situate in Anne Arundel County, known as 17 Bruce Avenue, having purchased said property by deed dated June 16, 1955 from Cordelle Construction Company, Inc. duly recorded among the Land Records of Anne Arundel County, for the purchase price of $11,150.00, which total purchase price was financed by a purchase money mortgage for $11,150.00 executed, dated and delivered on June 16, 1955 by the Defendants to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 937 folio 468, 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 October, 1960 to October, 1961, a period of thirteen months, representing a total arrearage of $923.00, and the present unpaid principal indebtedness due on said mortgage is $10,811.95.

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 Charles A. Helmadollar, 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

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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 25, 1961 in this Honorable Court, and there has been filed wit h the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Charles A. Helmadollar, RA 13 262 728, whose rank is Sergeant First Class, is now in the Military Service of the United States Army, stationed at Company B, 2d Heavy Tank Battalion, 33d Armor Regiment, APO 39, New York, New York, and that Charles A. Helmadollar was in the Military Service of the United States Army on June 16, 1955, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Charles A. Helmadollar 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 Charles A. Helmadollar 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 31st 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 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 21st day of Nov, 1961.

Judge

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1961 NOV 15 PM 3:55

LIBER 138 PAGE 246

BALTIMORE FEDERAL SAVINGS * IN THE CIRCUIT COURT

AND LOAN ASSOCIATION

FOR

VS. *

CHARLES A. HELMADOLLAR and ANNE ARUNDEL COUNTY

SHIRLEY A. HELMADOLLAR, his wife * Equity #14,656

ANSWER TO PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of JAMES B. LYONS, JR., Attorney for Defendants in this cause, respectfully shows:

1. That he was appointed by this Honorable Court on the 14th day of November, 1961 to represent the said Defendants.

2. That he advised the Defendants, CHARLES A. HELMADOLLAR and SHIRLEY A. HELMADOLLAR, his wife, of these proceedings by certified letter dated November 17, 1961; and also by regular mail dated November 17, 1961. Copies of letters being attached hereto, and he further says that the letter addressed to the last known address of SHIRLEY A. HELMADOLLAR has been returned marked "unknown at address" for the certified mail. The regular mail has not been returned . And he has not as yet received the receipt requested for the certified mail nor the return of the regular mail letter addressed to CHARLES A. HELMADOLLAR.

3. That the Defendants have not answered the aforesaid letters dated November 17, 1961, nor has their Attorney had any communications with them whatsoever.

4. That the Defendants neither admit or deny the allegations of this Petition for Foreclosure proceedings, and he submits their rights to the decision of this Honorable Court.

AND, AS IN DUTY BOUND, ETC.

James B. Lyons, Jr.

James B. Lyons, Jr.
Atty. for Defendants
24 E. 25th Street (18)
CH. 3 - 1730

I HEREBY CERTIFY, That a copy of the within Answer was mailed this 29th day of November, 1961 to Callahan and Calwell, Attorneys for Plaintiff, Baltimore Federal Bldg., Baltimore 2, Maryland.

James B. Lyons, Jr.

NOV 30 4 11 41 1961

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

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LIBER 138 PAGE 247

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
CHARLES A. HELMADOLLAR and SHIRLEY A. HELMADOLLAR, his wife	*	(In Equity)
		No. 14,656
	*	

ORDER

The Defendants, Charles A. Helmadollar and Shirley A. Helmadollar, 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:

D. Bruce Dunkel
Judge

James B. Lyons, Jr.
James B. Lyons, Jr., Attorney
for Defendants

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1961 DEC 26 AM 10:57

14

No 14656 Equity

Mortgagee and Attorney's Bond.

I-369

LIBER 11 PAGE 232

NEW AMSTERDAM CASUALTY COMPANY

LIBER 138 PAGE 248

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

Bond No. 339954

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 TEN THOUSAND, NINE HUNDRED AND NO/100 ($10,900.00) - - - - - - - - - - - - - - - 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 Charles A. Helmadollar and Shirley A. Helmadollar, his wife, to Baltimore Federal Savings & Loan Association bearing date the 16th day of June nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 937, Folio 468, and

17 Bruce Ave., 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. Funk
WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 FEB -5 PM 2:42

Bond approved this 5th day of February 1962

George L. Cromwell, Clerk

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles A. Helmadollar and Shirley A. Helmadollar, his wife to Baltimore Federal Savings and Loan Association, dated June 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 468 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, February 6th, 1962 at three 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 known and designated as Lot No. 9, Block A, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 25, Folio 15: the improvements whereon are known as No. 17 Bruce 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 frame, one story, one family, detached dwelling, containing 5 rooms, 1 bath, hot water oil fired heat.

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

No. 16

1962 Feb -5 P. 4:03

LIBER 138 PAGE 249

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Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Attorney's Sale 14,656

Charles A. Helmadollar

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.

By Hazel Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE

VS. : CIRCUIT COURT OF ANNE ARUNDEL COUNTY

CHARLES A. HELMADOLLAR AND SHIRLEY A. HELMADOLLAR : (In Equity) No. 14,656

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 10:19

11

LIBER 138 PAGE 251

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES A. HELMADOLLAR AND SHIRLEY A. HELMADOLLAR, HIS WIFE	:	(In Equity)
	:	No. 14,656

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937 folio 468 from said Charles A. Helmadollar and Shirley A. Helmadollar, 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 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. 9, Block A, as shown on a Plat entitled "Kings Heights", dated June 1954, prepared by Edward Hall, III and Associates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15, the improvements whereon are now known as No. 17 Bruce Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 FEB -8 AM 10:10

16

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles A. Helmadollar and Shirley A. Helmadollar, his wife to Baltimore Federal Savings and Loan Association, dated June 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, follo 468 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, February 6th, 1962 at three 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 known and designated as Lot No. 9, Block A, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 25, Folio 15: the improvements whereon are known as No. 17 Bruce 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 frame, one story, one family, detached dwelling, containing 5 rooms, 1 bath, hot water oil fired heat.

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

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LIBER 138 PAGE 252

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 three Hundred ($10,300.00) 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

19

ORDER NISI

LIBER 138 PAGE 253

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

CHARLES A. HELMADOLLAR and

SHIRLEY A. HELMADOLLAR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,656 Equity

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 $ 10,300.00

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 A. HELMADOLLAR and

SHIRLEY A. HELMADOLLAR, 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.

J. Barnes Duckett

JUDGE.

FILED

1962 MAR 20 PM 12:04

LIBER 138 PAGE 254

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. 14,656 Equity

Walter S. Calwell,
Attorney Named in Mortgage
versus
CHARLES A. HELMADOLLAR
and
SHIRLEY A HELMADOLLAR,
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 $10,300.00

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 14,656

Charles A. Helmadollar

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. 2854

1962 MAR 15 PM 4:57

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Charles A. Helmadollar and Shirley A. Helmadollar, his wife

In the

Circuit Court

For

Anne Arundel County

Equity #14,656

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 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 #595

All of which is respectfully submitted.

May 5, 1962

Arthur A. Anderson Jr.
Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 MAY -7 AM 9:26

Dr. Mortgaged Real Estate of Charles A. Helmadollar & Shirley A. Helmadollar, his wife in ac.

To	Attorney for fee, viz.	50	00		
To	Attorney for his commissions, viz.	341	32		
				391	32
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Defendant's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	32	25		
	James B. Lyons, Counsel fee as per Order of Court, 11/30/61	50	00		
	Auditor, this account	22	50		
				124	75
To	Attorney, for disbursements, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	66	52		
	Order Nisi - sale	15	00		
	Gorges & Company - bond premiums	43	60		
	E. T. Newell & Co., Inc.,Auctioneer's fee	35	00		
	Notary fee	1	25		
	Adjustment, 1962 State & County taxes	16	22		
				177	59
To	Baltimore Federal S & LA, Mortgagee, this amount on account of Mortgage claim			9,683	59
				10,377	25
	Amount of Mortgage claim filed	10,811	95		
	Interest 6% on principal balance ($10242.23) 11/30/61 to 5/20/62	290	19		
		11,102	14		
	Credit amount allowed above	9,683	59		
	This amount subject to decree in personam	1,418	55		

23

with Walter S. Calwell, Attorney named in Mortgage

Cr.

By	Amount of sale, as per Attorney's Report of sale, filed	10,300	00				
By	Interest on deferred payment, 2/6/62 to 3/21/62	77	25				
				10,377	25		
				10,377	25		

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ORDER NISI LIBER 138 PAGE 258

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 23rd day of May, 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. Crommell, Clerk
per acj - Deputy

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LIBER 138 PAGE 259

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PHILLIP RONALD BUCKEL	:	(In Equity)
	:	No 14,702 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 Phillip Ronald Buckel to Baltimore Federal Savings and Loan Association, dated January 22nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 folio 562.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 NOV 15 AM 9:23

VA Form 4-4318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 138 PAGE 260
LIBER 809 PAGE 562

MARYLAND

No. 14,702 Equity

MORTGAGE

THIS MORTGAGE, made this 22nd day of January, A. D. 19 54, by and between PHILLIP RONALD BUCKEL,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-SEVEN HUNDRED AND NO/100ths Dollars ($ 9700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 92/100ths Dollars ($ 53.92), commencing on the first day of February, 19 54, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1979. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 57 on the Plat of Belvedere Heights, which plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4, Rod G-5, Plat No. 6.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagor herein.

FILED

1961 NOV 15 AM 9:30

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

16—49890-6

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3

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 9th days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR.

Phillip Ronald Buckel [SEAL]

Phillip Ronald Buckel

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 22nd day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PHILLIP RONALD BUCKEL the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR. Notary Public

Recorded- 28th January, 1954, at 9:00 A.M.

Entered in No. 32236

Written by J.M.

Approved by

Ready for Record M.F.M.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

PHILLIP RONALD BUCKEL

PLAINTIFF'S EXHIBIT "A"

LIBER 809 PAGE 565

LIBER 138 PAGE 264

MILITARY AFFIDAVIT

No. 14,762

Docket 20 folio 60

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **14th** day of **November** 19**61** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell** and made oath in due form of Law that the Defendant, **Phillip Ronald Buckel**

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1961 NOV 15 AM 9:29

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

PHILLIP RONALD BUCKEL

1 THE

LIBER 138 PAGE 265

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,702

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Phillip Ronald Buckel**

to **Baltimore Federal Savings and Loan Association**

dated the **22nd** day of **January** 19 54, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **809** Folio 562 .

Amount of Mortgage		$9700.00
Less - amount paid on principal		1750.67
		7949.33
Plus - interest to 12/11/61		279.18
		8228.51
Plus - overdraft in expense account		51.40
		8279.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **14th** 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.

Clara M. Link

1961 NOV 15 PM 9:20 **Clara M. Link** Notary Public

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Phillip Ronald Buckel to Baltimore Federal Savings and Loan Association, dated January 22nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 folio 562 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Jan. 9, 1962
at 4:00 P. M.

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

BEING known and designated as Lot No. 57 on the Plat of Belvedere Heights, which plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4 Rod G-5, Plat No. 6.

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 $84.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame, one family bungalow, containing 4 rooms, 1 bath, hot water radiant panel 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

J-4

4

OFFICE OF

14792

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 266

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1962

We hereby certify, that the annexed

Attorney's Sale

Phillip Ronald Buckel

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 December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED
1962
JAN -8 PM 3:48

Mortgagee and Attorney's Bond.

I-369

LIBER 138 PAGE 267

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

LIBER 11 PAGE 198

BOND NO. 339821

No. 14,702 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHTY-THREE HUNDRED AND NO/100 ($8300.00) - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Phillip Ronald Buckel to Baltimore Federal Savings & Loan Association

bearing date the 22nd day of January nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 809, Folio 562, and

Lot 67, Clifton Avenue

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 relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, herwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Funk
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 JAN -9 PM 12:25

Bond approved this 9th day of January 1962

George T. Cromwell Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
PHILLIP RONALD BUCKEL	:	(In Equity)
	:	No. 14,702 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 22nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 folio 562 from said Phillip Ronald Buckel 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 four 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. 57 on the Plat of Blevedere Heights, which Plat is dated February 1953, and was recorded among the Land Records of Anne Arundel County in Cabinet No. 4, Rod G-5, Plat No. 6, the improvements whereon are now known as No. 107 Clifton Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 JAN 11 AM 9:17

10

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 3, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Phillip Ronald Buckel to Baltimore Federal Savings and Loan Association, dated January 22nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 folio 582 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Jan. 9, 1962

at 4:00 P. M.

all that leashold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Arnold, and described as follows:

BEING known and designated as Lot No. 57 on the Plat of Belvedere Heights, which plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Cabinet No. 4 Rod G-5. Plat No. 6.

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 $84.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame, one family bungalow, containing 4 rooms, 1 bath, hot water radiant panel 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

J-4

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Eighty-six Hundred twenty-three ($8623.00) Dollars, subject to the payment of an annual ground rent of $84.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of **January, 1961** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in the Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL,

Attorney named in Mortgage

versus

PHILLIP RONALD BUCKEL

IN THE LIBER 138 PAGE 270

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,702 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

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 $ 8,623.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. (Final Order)

MD. GAZETTE (For January 18th Edition

WALTER S. CALWELL,

Attorney named in Mortgage

versus

PHILLIP RONALD BUCKEL

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

Additional Bond - No. 339821

No 14,702 Equity

Mortgagee and Attorney's Bond.

1-369

LIBER 11 PAGE 204

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

LIBER 138 PAGE 271

60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of - - - - - - - - - - THREE HUNDRED TWENTY-THREE AND NO/100 - - - - ($323.00) - - - - 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 12th 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 Phillip Ronald Buckel to the Baltimore Federal Savings & Loan Association

bearing date the 22nd day of January nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 809, Folio 562, and

Lot 67, Clifton Avenue - Anne Arundel County, Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

As to Surety:
M. L. Greller
M. L. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 JAN 16 AM 9:41

Bond approved this 16 day of January, 1962

George T. Cromwell, Clerk

Clerk

LIBER 138 PAGE 272

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,702 EQUITY
WALTER S. CALWELL
Attorney named in Mortgage
versus
PHILLIP RONALD BUCKEL

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 $8,623.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-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., February 13 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,702

Phillip Ronald Buckel

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.

FILED

1962 FEB 15 PM 4.25

By Hazel Tilghman

No. M. G. 25743

14

LIBER 138 PAGE 273

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Phillip Ronald Buckel

In the

Circuit Court

For

Anne Arundel County

Equity 14,702

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 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 #595

All of which is respectfully submitted.

May 5, 1962

Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 MAY -7 AM 9:27

Dr. The Mortgaged Real Estate of Phillip Ronald Buckel in ac.

To	Attorney for fee, viz.	50	00		
To	Attorney for his commissions, viz.	290	54		
				340	54
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	31	60		
	Auditor, this account	22	50		
				64	10
To	Attorney for disbursements as per vouchers and memoranda exhibited to the Auditor, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	59	52		
	Order Nisi - sale	15	00		
	Georges and Company - bond premiums	34	49		
	E. T. Newell and Company, Inc.				
	Auctioneer's fee	35	00		
	Adjustment - Ground Rent 11/9/61 to 1/9/62	14	00		
	Adjustment - 1962 State & County taxes	5	22		
	Notary fee	1	25		
				164	48
	This amt. allowed Baltimore Federal S & LA, Mortgagee, on account of Mortgage claim			8,115	68
				8,684	80
	Amount of Mortgage claim filed	8,279	91		
	Interest on principal ($8000.73) from 12/11/61 to 5/20/62	118	37		
		8,398	28		
	Credit amount allowed above	8,115	68		
	This amount subject to decree in personam	282	60		

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

By	Amount of Sale, as per Attorney's Report of sale, filed	8,623	00		
By	Interest on deferred payment from 1/9/62 to 2/20/62	61	80		
				8,684	80
				8,684	80

ORDER NISI

LIBER 138 PAGE 276

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 23rd day of May, 19 42, 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 ay — Deputy.

LIBER 138 PAGE 277

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HERBERT C. WHEELER AND BILLIE I. WHEELER, HIS WIFE	:	(In Equity) No. 14,714

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 Herbert C. Wheeler and Billie I. Wheeler, his wife to Baltimore Federal Savings and Loan Association, dated June 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1309 folio 399.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 NOV 22 AM 9:16

VA Form VB4-4318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 138 PAGE 278
BOOK 1309 PAGE 399

MARYLAND

No. 14,714 Equity

MORTGAGE

THIS MORTGAGE, made this 30th day of June, A. D. 1959, by and between HERBERT C. WHEELER AND HILLIE I. WHEELER, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND ONE HUNDRED NINETY AND 00/100ths Dollars ($12,190.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-quarters per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-THREE AND 59/100ths Dollars ($ 63.59), commencing on the first day of August, 1959, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1989. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 27, in Block M, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, recorded amongthe Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1318 Meadowvale Road.

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

FILED

1961 NOV 22 AM 9:16

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

2

LIBER 138 PAGE 279

BOOK 1309 PAGE 400

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 [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Fifty ($150.00) Dollars, payable half-yearly on the 26th days of June and December in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Herbert C. Wheeler [SEAL]

[SEAL]

Billie I. Wheeler [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1309 PAGE 403

I HEREBY CERTIFY, That on this 30th day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Herbert C. Wheeler and Billie I. Wheeler, 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.

1100

JOHN R. HOLLAND, JR.
Notary Public.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record July 6, 1959 at 12:22 P.M.
Mailed to The National Title Guarantee Co.

Petition No. 51237
Written by DAH
Approved by [illegible] Examiner
Ready for Record

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

WALTER S. CALWELL, Attorney Named in Mortgage
vs.
HERBERT C. WHEELER AND BILLIE I. WHEELER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HERBERT C. WHEELER AND

BILLIE I. WHEELER, HIS WIFE

IN THE

LIBER 138 PAGE 282

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,714

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Herbert C. Wheeler and Billie I. Wheeler, his wife to Baltimore Federal Savings and Loan Association

dated the 30th day of June 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1309 Folio 399.

Amount of Mortgage	$12,190.00
Less - amount paid on principal	351.70
	11,838.30
Plus - interest to 12/13/61	348.37
	12,186.67
Less - balance in expense account	38.82
	12,147.85

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 21st 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 Charles E. Williams, Vice President of Baltimore Federal Savings and Loam 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 22 AM 9:15

Clara M. Link

Clara M. Link Notary Public

6

LIBER 138 PAGE 283

MILITARY AFFIDAVIT No. 14,714 Equity

Docket folio

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 the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Herbert C. Wheeler and Billie I. Wheeler, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1961 NOV 22 AM 9:16

7

Mortgagee and Attorney's Bond.

I-369

227 ST PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

LIBER 138 PAGE 284

LIBER 11 PAGE 199

60 JOHN STREET
NEW YORK, N Y.

BOND NO. 339822

No. 14,714, Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND, TWO HUNDRED AND NO/100 ($12,200.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Herbert C. Wheeler and Billie I. Wheeler, his wife, to Baltimore Federal Savings & Loan Association bearing date the 30th day of June nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1309, Folio 399, and

1318 Meadowdale Rd., 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. Leib

WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By 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

LIBER 138 PAGE 285

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Herbert C. Wheeler and Billie L. Wheeler, his wife, to Baltimore Federal Savings and Loan Association, dated June 30th, 1939 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1309 folio 399 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Jan. 9, 1962
at 3:30 P. M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

BEING known and designated as Lot No. 27, in Block M, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 33. The improvements thereon being known as 1318 Meadowvale Road.

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 $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story brick veneer, detached dwelling, containing 6 rooms, 1 bath, forced warm air gas fired heat.

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

J-4

OFFICE OF 14,714

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

Attorney's Sale

Herbert C. Wheeler

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 December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
JAN -8 PM 3:48

By Marie Yates

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HERBERT C. WHEELER AND BILLIE I. WHEELER, HIS WIFE	:	(In Equity) No. 14,714 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 June 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1309 folio 399 from said Herbert C. Wheeler and Billie I. Wheeler, 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 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 27, in Block M, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are known as No. 1318 Meadowvale Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 JAN 11 AM 9:17

10

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Herbert C. Wheeler and Billie I. Wheeler, his wife, to Baltimore Federal Savings and Loan Association, dated June 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1309 folio 399 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Jan. 9, 1962
at 3:30 P. M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

BEING known and designated as Lot No. 27, in Block M, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 38, folio 53. The improvements thereon being known as 1318 Meadowvale Road.

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 $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story brick veneer, detached dwelling, containing 6 rooms, 1 bath, forced warm air gas fired heat.

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

J-4

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 seven Hundred ($11,700.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 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

ORDER NISI

WALTER S. CALWELL,

Attorney named in Mortgage

versus

HERBERT C. WHEELER and

BILLIE I. WHEELER, his wife

LIBER 138 PAGE 288

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,714 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 $ 11,700.00

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

WALTER S. CALWELL, Atty. MD. GAZETTE (For January 18th Edition)

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

HERBERT C. WHEELER and

BILLIE I. WHEELER, 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 138 PAGE 289

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,714 EQUITY

WALTER S. CALWELL,
Attorney named in Mortgage
versus
HERBERT C. WHEELER and
BILLIE I. WHEELER, 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 $11,700.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-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., February 13, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,714

Herbert C. Wheeler

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.

By Hazel Wilgus

No. M. G. 25144

1962 FEB 15 PM 4:25

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Herbert C. Wheeler and Billie I. Wheeler, his wife

In the

Circuit Court

For

Anne Arundel County

Equity #14,714

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 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 #595

All of which is respectfully submitted.

May 5, 1962

Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 MAY -7 AM 9:27

Dr. Mortgaged Real Estate of Herbert C. Wheeler & Billie I. Wheeler, wife in ac.

To	Attorney for his fee, viz.	50	00		
To	Attorney for his commissions, viz.	383	52		
				433	52
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	28	00		
	Auditor, this account	22	50		
				60	50
To	Attorney for disbursements, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	66	52		
	Order Nisi - sale	15	00		
	Gorges & Company, Inc., bond premiums	48	80		
	E. T. Newell & Co., Inc., Auctioneer's fee	35	00		
	Notary fee	1	25		
	Adjustment - 1962 State & County taxes	6	21		
	Adjustment - Ground Rent 12/26/61 -1/9/62	6	25		
				179	03
To	Baltimore Federal S & L Assoc., this amount on account of Mortgage claim filed			11,110	80
				11,783	85
	Amount of Mortgage claim filed	12,147	85		
	Interest on 6% principal balance($11799.48) 12/13/61 to 5/20/62	259	74		
		12,407	59		
	Credit the amount allowed above	11,110	80		
	This amount subject to decree in personam	1,296	79		

15

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

By	Amount of sale, as per Report of sale, filed	11,700 00	
By	Interest on deferred payment from 1/9/62 to 2/22/62	83 85	
			11,783 85
			11,783 85

16

ORDER NISI

LIBER 138 PAGE 293

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 23rd day of May, 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 acj - Deputy

IN THE MATTER OF THE MORTGAGED	*	IN THE
REAL ESTATE OF THURMAN COMPTON	*	CIRCUIT COURT
AND SHIRLEY W. COMPTON, HIS	*	FOR
WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 4677 EQUITY
	*	

* * * * * * * * * * *

PETITION TO DOCKET CASE

MR. CLERK:

Please docket the above captioned case and approve the bond.

CHILDS AND BALD

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1981 NOV -1 PM 3:11

LIBER 138 PAGE 295

BOOK 1353 PAGE 512

No. 14,677 Equity

This Mortgage,

Made this 25th day of December in the year nineteen hundred and fifty-nine, by and between THURMAN COMPTON and SHIRLEY W. COMPTON, his wife,----------

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

and ROBERT J. WALTON and BETTY W. WALTON, his wife, ----------

Mortgagees, of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bonafide indebted unto the said Mortgagees in the full and just sum of NINE THOUSAND DOLLARS ($9,000.00), for the payment whereof the said Mortgagors have passed unto the said Mortgagees their joint and several promissory note of even date for said amount, payable Sixty Dollars ($60.00) per month without interest, said payment to include taxes and insurance and said Mortgage to exist until paid in full.

WHEREAS, it was a condition precedent hereto that these presents be executed for the purpose of more effectually securing the prompt payment of said note and/or any renewals or substitutes therefor,

And Whereas, this Mortgage shall also secure for future advances, as provided by Chapter 923, of the Laws of Maryland, of 1945, or any amendments thereto.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto said Mortgagees, their heirs and assigns, in fee simple, the following property, to wit:

ALL that lot or parcel of ground situate, lying and being in the First Election Districtof Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pipe found at the end of the South 70° 37' East, 285.15 foot line of the conveyance from Harry O. Norris and wife to Robert J. Walton and wife, by deed dated May 20, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 407, folio 242; and running from thence with part of said line, reversely, North 70° 37' West, 243,68 feet to a pipe set; thence leaving said line and running across part of the above mentioned conveyance, North 16° 32' 30" East, 978.59 feet to a pipe set; thence North 16° 32' 30" East, 5.55 feet to a point on the southwest side of the County Road leading from Riva Road to Maryland State Route 424 (Davidsonville Road); thence with the southwest side of said County Road (30 feet wide), South 47° 40' East, 359.80 feet to a point; thence leaving said road South 14° 11' West, 5.67 feet to a pipe set; thence continuing South 14° 11' West, 818.28 feet to a pipe set in the South 84° 25' East 314.04 foot line of the above mentioned conveyance; thence with part of said line, North 84° 25' West, 116.32 feet to the place of beginning. Containing 7.10 acres, more or less.

BEING the same property conveyed to Thurman Compton and Shirley W. Compton, his wife, by Robert J. Walton and Betty W. Walton, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

FILED

1961 NOV -1 PM 3:11

2

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of THE MORTGAGEE their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of - - - - - -NINE THOUSAND - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives, assigns, or successors, do hereby covenant to pay when legally demandable. And the said Mortgagor s for themselves, their personal representatives, assigns, or successors, do further covenant to insure, and pending the existence of this Mortgage to keep insured against loss by fire and windstorm, in some good company satisfactory to the said Mortgagees, their personal representatives, assigns, or successors, the improvements on the hereby mortgaged land to the extent of the lien of this Mortgage, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire or storm damage, to inure to the benefit of the said Mortgagees, their personal representatives, assigns, or successors, and to deliver said policy or policies to the said Mortgagees, their personal representatives, assigns, or successors; and in case of failure of the Mortgagors 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 Mortgagees, their heirs, personal representatives, successors or assigns, hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate of six per cent per annum from the date of said payment, and the said Mortgagees, their heirs, personal representatives, successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. However, no failure on the part of the Mortgagees to take advantage of any provision shall constitute a waiver or release of any provision.

But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for said Mortgagees, their personal representatives, successors or assigns, or Eugene M. Childs, or LeRoy Bald, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees, their personal representatives, successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted. the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of --Two Hundred ($200.00) - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of said Mortgagees their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives, or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs, commission and fee the said Mortgagors for themselves, their heirs, personal representatives, assigns or successors do hereby covenant to pay, and the said Mortgagees, their personal representatives, successors or assigns, or Eugene M. Childs, or LeRoy Bald, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission. And should the Mortgagors, their heirs, personal representarives, assigns, or successors, file exceptions to any feature of the foreclosure proceedings held under the provisions contained herein, and fail to pursue said exceptions diligently, or should said exceptions be overruled by decree of a Court hearing same, then the Mortgagors, their heirs, personal representatives and assigns agree to pay an additional, reasonable attorney's fee unto Eugene M. Childs, or LeRoy Bald, for conducting the defense to said exceptions.

WITNESS the hands and seals of the said Mortgagors.

TEST

Virginia Russell
Virginia Russell

Thurman V. Compton (SEAL)
Thurman Compton

Shirley W. Compton (SEAL)
Shirley W. Compton

(SEAL)

(SEAL)

5

BOOK 1353 PAGE 515 LIBER 138 PAGE 298

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 25 day of November in the year nineteen hundred and fifty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THURMAN COMPTON and SHIRLEY W. COMPTON, his wife, personally known (or satisfactorily proven) to be the persons whose names are subscribed as the Mortgagors named in the aforegoing Mortgage and they each acknowledged ~~the aforegoing Mortgage~~ that he and she had executed the same for the purpose therin contained. ~~to be~~ ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ At the same time also appeared Robert J. Walton, one of the within named Mortgagees and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Virginia Russell

Virginia Russell Notary Public

10.00

Rec'd for record Dec. 2, 1959 at 11:48 A.M.
Mailed to Childs & Bald

2 I

MORTGAGE

FROM

THURMAN COMPTON and

SHIRLEY W. COMPTON, his wife

TO

ROBERT J. WALTON and

BETTY W. WALTON, his wife

BLOCK NO. 512

Received for Record 19

at o'clock M. Same day recorded

in Liber No. Folio 1358 &c.,

one of the Land Records of

examined per

Clerk.

Cost of Record, $ Pd. 10.00

CHILDS AND BALD
Attorneys at Law
192 Duke of Gloucester Street
Annapolis, Maryland

LIBER 138 PAGE 299

IN THE MATTER OF THE MORTGAGED	*	IN THE
REAL ESTATE OF THURMAN COMPTON	*	CIRCUIT COURT
AND SHIRLEY W. COMPTON, HIS	*	FOR
WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 4677 EQUITY

* * * * * * * * * *

STATEMENT OF CLAIM

MR. CLERK:

The following is the statement of claim of Eugene M. Childs, Attorney for Robert J. Walton and Betty W. Walton, his wife, of the mortgage from Thurman Compton and Shirley W. Compton, his wife to Robert J. Walton and wife, dated November 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1353, folio 512.

Principal balance due as of November 1, 1961 plus interest $8,351.75

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs,
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of November, 1961, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE M. CHILDS, known to me to be the attorney representing the within named mortgagees, and made oath in due form of law, that the amount set forth in the above statement of claim is true and now remaining due and unpaid.

Witness my hand and seal Notarial.

Bette June Hughes

Bette June Hughes, Notary Public

NOTARY PUBLIC ANNE ARUNDEL

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1961 NOV -1 PM 3:11

6

Form J-3101
(Mortgagee's or Attorney's Bond)

LIBER 138 PAGE 300 No. 14677 Equity

Know all Men by these Presents, LIBER 11 PAGE 155

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight thousand, five hundred and 00/100 ($8,500.00) Dollars, to be paid to the 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 November in the year nineteen hundred and sixty-one

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Thurman Compton and Shirley W. Compton, his wife to Robert J. Walton and Betty W. Walton bearing date the 2nd day of December nineteen hundred and fifty-nine and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber GTC No. 1353 Folio 512 and being on a dwelling on Old Governor's Bridge Road, 1st Election District, Anne Arundel County, Davidsonville, Maryland

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

Now the Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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

Signed, sealed, and delivered in presence of

Betty Jean Hughes

Betty Lee Hall

Eugene M. Childs [SEAL.]

Eugene M. Childs

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Philip Richebourg [SEAL.]

Attorney-in-fact

Philip Richebourg, Att-in-fact

FILED

1961 NOV -1 PM 3:11

Bond approved this 1 day of November 1961

George T. Cromwell Clerk

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LIBER 138 PAGE 301

7.10 ACRES, MORE OR LESS, WITH IMPROVEMENTS, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND—OLD GOVERNOR'S BRIDGE ROAD

Under and by virtue of the power of sale contained in the Mortgage from Thurman Compton and Shirley W. Compton, his wife, of Anne Arundel County, Maryland, in Liber G.T.C. 1353, folio 512, default having occurred thereunder, the undersigned Attorney named in the Mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

TUESDAY, NOVEMBER 28, 1961

at 11 o'clock A.M.

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pipe found at the end of the South 70 degree 37 minute East, 285.15 foot line of the conveyance from Harry O. Norris and wife to Robert J. Walton and wife, by deed dated May 20, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 407, folio 242; and running from thence with part of said line, reversely, North 70 degree 37 minute West, 243.68 feet to a pipe set;; thence leaving said line and running across part of the above mentioned conveyance. North 16 degrees 32 minutes 30 seconds East, 978.59 feet to a pipe set; thence North 16 degrees 32 minutes 30 seconds East 5.55 feet to a point on the southwest side of the County Road leading from Riva Road to Maryland State Route 424 (Davidsonville Road); thence with the southwest side of said County Road (30 feet wide), South 47 degrees 40 minutes East, 359.80 feet to a point; thence leaving said road South 14 degrees 11 minutes West, 5.67 feet to a pipe set; thence continuing South 14 degrees 11 minutes West, 818.28 feet to a pipe set in the South 84 degree 25 minute East 314.04 foot line of the above mentioned conveyance; thence with part of said line, North 84 degrees 25 minutes West 116.32 feet to the place of beginning. Containing 7.10 acres, more or less.

BEING the same property conveyed to Thurman Compton and Shirley W. Compton, his wife, by Robert J. Walton and Betty W. Walton, his wife, by deed dated November 25, 1959

THE SAID PROPERTY is improved by an asbestos shingle private dwelling, block foundation, asbestos shingle roof, full basement, and consisting of five rooms and one bath.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (6) per cent per annum is to be paid in cash upon final ratification of sale. Taxes, insurance and all other public assessments to be adjusted to the day of sale. For further particulars apply to:

EUGENE M. CHILDS,
CHILDS AND BALD,
192 Duke of Gloucester Street,
Annapolis, Maryland
COlonial 7-8191

FILED

1961 NOV 29 [illegible]

IN THE MATTER OF THE MORTGAGED	*	IN THE
REAL ESTATE OF THURMAN COMPTON	*	CIRCUIT COURT
AND SHIRLEY W. COMPTON, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14677 EQUITY

* * * * * * * * * *

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that ~~I~~ (we) have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of - THREE THOUSAND DOLLARS ($3000.00), and ~~I~~ (we) agree to comply with the terms of the sale as set forth therein.

AS WITNESS ~~my~~ (our) hand (s) and seal (s) this 28th day of November, 1961.

Test:

Robert J. Walton (SEAL)

Betty Walton (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to ROBERT J. WALTON & BETTY WALTON HIS WIFE, at and for the sum of THREE THOUSAND DOLLARS ($3,000.00), ~~he~~ (they) being at that price the highest bidder (s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 28th day of November, 1961.

George W. Scible (SEAL)

George W. Scible

FILED

1961 NOV 29 AM 11:34

9

LIBER 138 PAGE 303

IN THE MATTER OF THE MORTGAGED	*	IN THE
REAL ESTATE OF THURMAN COMPTON	*	CIRCUIT COURT
AND SHIRLEY W. COMPTON, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14677 EQUITY

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Eugene M. Childs, attorney named in the mortgage filed in the captioned case, respectfully shows that after giving bond for the faithful performance of the trust in him imposed and after having complied with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in the City of Annapolis, County of Anne Arundel County, Maryland for at least 20 days prior to the date of sale, he did, pursuant to said notice attend the sale at the Court House door on Tuesday, November 28, 1961 at 11 o'clock A.M., Eastern Standard Time, and then and there proceeded to sell the property described in the handbill attached hereto to the highest bidders, who were Robert J. Walton and Betty Walton, his wife, at and for the sum of Three Thousand Dollars ($3,000.00).

The attorney further states that he has received the deposit as required in the terms of sale and he further states that the sale herein reported was fairly made.

Eugene M. Childs, Attorney
named in the mortgage

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1961 NOV 29 AM 11:34

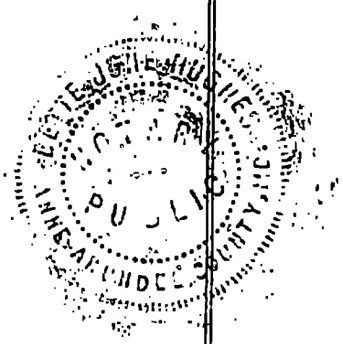
10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 1961, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE M. CHILDS, Attorney named in the mortgage filed in these presents and made oath in due form of law that the matters stated in the aforegoing Report of Sale are true and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Bette June Hughes, Notary Public



CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

ORDER NISI

LIBER 138 PAGE 305

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF THURMAN COMPTON
AND SHIRLEY W. COMPTON, HIS WIFE

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,677 Equity

Ordered, this 29th day of November, 19 61, That the sale of the property in these proceedings mentioned made and reported by EUGENE M. CHILDS, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $ 3,000.00

George T. Cromwell Clerk.

True Copy,

TEST: George T. Cromwell Clerk.

EUGENE M. CHILDS, Attorney Evening Capital (For December 2 Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF THURMAN COMPTON
AND SHIRLEY W. COMPTON, HIS WIFE

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of January, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Brown
JUDGE.

FILED

1962 JAN 24 PM 2:53

Legal Notice

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

7.10 acres, more or less, with improvements, First Election District, Anne Arundel County, Maryland — Old Governors Bridge Road

Under and by virtue of the power of sale contained in the Mortgage from Thurman Compton and Shirley W. Compton, his wife, of Anne Arundel County, Maryland, in Liber G.T.C. 1353, folio 512, default having occurred thereunder, the undersigned, Attorney named in the Mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tues., Nov. 28, 1961
at 11:00 O'Clock A. M.

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pipe found at the end of the South 70 degree 37 minute East, 285.15 foot line of the conveyance from Harry O. Norris and wife to Robert J. Walton and wife, by deed dated May 20, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 407, folio 242; and running from thence with part of said line, reversely, North 70 degrees 37 minutes West, 243.68 feet to a pipe set; thence leaving said line and running across part of the above mentioned conveyance, North 16 degrees 32 minutes 30 seconds East, 978.59 feet to a pipe set; thence North 16 degrees 32 minutes 30 seconds East, 5.55 feet to a point on the southwest side of the County Road leading from Riva Road to Maryland State Route 424 (Davidsonville Road); thence with the southwest side of said County Road (30 feet wide), South 47 degrees 40 minutes East, 359.80 feet to a point; thence leaving said road South 14 degrees 11 minutes West, 5.67 feet to a pipe set; thence continuing South 14 degrees 11 minutes West, 818.28 feet to a pipe set in the South 84 degree 25 minute East 314.04 foot line of the above mentioned conveyance; thence with part of said line, North 84 degrees 25 minutes West 116.32 feet to the place of beginning. Containing 7.10 acres, more or less.

No. 13

BEING the same property conveyed to Thurman Compton and Shirley W. Compton, his wife, by Robert J. Walton and Betty W. Walton, his wife by deed dated November 25, 1959.

THE SAID PROPERTY is improved by an asbestos shingle private dwelling, block foundation, asbestos shingle roof, full basement, and consisting of five rooms and one bath.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (6) per cent per annum is to be paid in cash upon final ratification of sale. Taxes, insurance and all other public assessments to be adjusted to the day of sale. For further particulars apply to:

EUGENE M. CHILDS,
CHILDS AND BALD
192 Duke of Gloucester Street
Annapolis, Maryland
COlonial 7-8191

GEORGE W. SCIBLE,
Auctioneer

N-27

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 306

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1961

We hereby certify, that the annexed

Attorney's Sale 14,677

Thurman Compton

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of November, 1961. The first insertion being made the 6th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
DEC -6 PM 4:25

By Hazel Tilghman

LIBER 138 PAGE 307

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,677 Equity
In the Matter of the Mortgaged Real Estate of
THURMAN COMPTON and SHIRLEY W. COMPTON, his wife

Ordered, this 29th day of November, 1961 That the sale of the property in these proceedings mentioned made and reported by EUGENE M. CHILDS, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $3,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-23

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,677

Thurman Compton

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 3rd day of January, 1962. The first insertion being made the 3rd day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 24373

1962 JAN -8 PM 4:26

14

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 138 PAGE 308

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

No. 14,677

I hereby certify that, on this 3rd 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, Eugene M. Childs, known to me

to be the attorney whose name appears in the mortgage from Thurman and Shirley W. Compton to Robert J. and Betty W. Walton

~~plaintiff~~ ~~in the above entitled cause~~, and made oath, in due form of law, that defendant s

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Shirley W. Compton and Thurman V. Compton

~~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 3rd day of January , 1962 .

BETTE JUNE HUGHES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD. Notarial Seal

Bette June Hughes
Notary Public
Bette June Hughes

My Commission will expire on: May 3, 1963

Filed,

FILED
1962 JAN 16 PM 1:55

15

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
Thurman Compton
and
Shirley W. Compton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,677 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 R. Pickling
Auditor.

March 6, 1962

FILED

1962 MAR -6 PM 4:24

Dr.

In the Matter of the Mortgaged Real Estate of Thurman Compton and Shirley W. Compton, his wife

in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	121	24	321	24
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	85	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Speer Publications, Inc. - handbills	15	14		
Hartford Accident & Indemnity Co.- bond premium	34	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	3	30		
Betty Jane Hughes - notary fees	1	50	186	35
To Robert J. Walton and Betty W. Walton, his wife, mortgagees - this balance on account mortgage claim	2,482	21	2,482	21
			3,041	30
Amount of mortgage claim filed	8,351	75		
Cr. Amount allowed above	2,482	21		
Balance subject to decree in personam	5,869	54		

17

with

Eugene M. Childs, Attorney named in Mortgage

Cr.

1961				
Nov.	28	Proceeds of Sale	3,000 00	3,000 00
		Interest on deferred payment to 3/2/62 - 3 months 2 days	41 30	41 30
				3,041 30

LIBER 138 PAGE 312

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 22nd 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 22 AM 9:30

George T. Crommwell, Clerk

By

IN THE MATTER	LIBER 138 PAGE 313	
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RICHARD C. MASON and ELIZABETH E. MASON, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 14,744

* *

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey

Samuel M. Ivrey
Attorney named in ~~the Mortgage~~

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1951 DEC 19 AM 11:12

Balance Prior Annapolis Federal Savings and Loan Association Mortgage to 12/31/58 $8,284.07
Additional Loan -12/16/58 5,715.93
$14,000.00

LIBER 138 PAGE 314

Stamps -Additional Loan $6.05

No. 14, 744 Equity

Form No. 1—County Fee

LIBER 1260 PAGE 299

This Mortgage, made this 16th day of December ,

in the year one thousand nine hundred and fifty-eight , between

RICHARD C. MASON and ELIZABETH E. MASON, his wife

of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to

RICHARD C. MASON and ELIZABETH E. MASON, his wife

the sum of Fourteen thousand and 00/100 ($14,000.00) - - - - - - - - - - - - - dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 5½ % per annum, in the manner following:

By the payment of Ninety-six and 31/100 ($96.31) - - - - - - - - - - - - - - - - - -

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' advance interest on that part of a prepayment in any one year which exceeds twenty percent of the original amount of the loan.

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

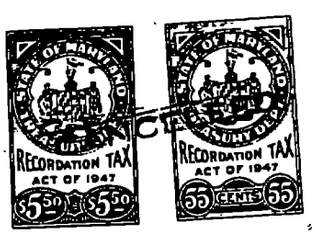
Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said RICHARD C. MASON and ELIZABETH E. MASON, his wife

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lot s , piece s , or parcel s of ground situate,

lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows:

Being Lots 4 and 5, Block LL, on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 45.

Being the same property conveyed to Richard C. Mason and Elizabeth E. Mason, his wife, from Van L. Carmean and Nadine C. Carmean, his wife, by deed dated March 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1191, folio 38.



FILED

1961 DEC 19 AM 11:12

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LIBER 138 PAGE 315
LIBER 1260 PAGE 300

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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) RICHARD C. MASON and ELIZABETH E. MASON, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of .5½..% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey, as to both

Richard C. Mason (SEAL)

Elizabeth E. Mason (SEAL)

(SEAL)

(SEAL)

4

5

LIBER 138 PAGE 317

LIBER 1260 PAGE 302

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 16th day of December in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared RICHARD C. MASON and ELIZABETH E. MASON, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public.

10.00

My commission expires on

May 4, 19 59.

Rec'd for record Dec. 17 1958, at 11.37 A.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

RICHARD C. MASON AND

ELIZABETH E. MASON, HIS WIFE.

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lots 4 and 5, Block LL, Plat No. 3, Cape St. Claire, Third Election District, Anne Arundel County, Maryland

Property

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. Rec'd of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

3103

LIBER 138 PAGE 318

IN THE MATTER		
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RICHARD C. MASON and ELIZABETH E. MASON, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 14,744

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association, under Mortgage to the said Association from Richard C. Mason and Elizabeth E. Mason, his wife, dated December 16, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1260, folio 302, said Mortgage being in default.

Balance due on principal to December 31, 1961	$13,014.36
Interest to January 11, 1962	21.89
	$13,036.25

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of December, 1961, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. GARDINER CHANEY, President of ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on the Mortgage claim described herein, and that the said Association has not received any security or any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 DEC 19 AM 11:12

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

IN THE MATTER		
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RICHARD C. MASON and ELIZABETH E. MASON, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 14,744

* *

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said state, in and for said county, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

1. said defendants are not in the military service of the United States.

2. said defendants are not in the military service of any nation allied with the United States.

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

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

Samuel M. Ivrey
Affiant

Subscribed and sworn to before me this 15th day of December, 1961.

Katherine S. Russell
Katherine S. Russell
Commission Expires: May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 DEC 19 AM 11:12

GLOBE INDEMNITY COMPANY

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

EXECUTIVE OFFICES
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

LIBER 138 PAGE 320

Equity #14,744

Bond No. 364105

LIBER 11 PAGE 201

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand Dollars ($15,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of January 1962 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Richard C. Mason and Elizabeth E. Mason bearing date on or about the 16th day of December , 19 58 , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

WITNESS:
Ethel M. Carle
Ethel M. Carle

Bond approved this 11th day of January, 1962
George T. Blomquist, Jr., Clerk

FILED

LIBER 138 PAGE 321

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

ST. MARGARETS DRIVE NEAR ST. GEORGE DRIVE, CAPE ST. CLAIRE, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the Power of Sale cantained in the Mortgage from Richard C. Mason and Elizabeth E. Mason, his wife, dated December 16, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1260, folio 299, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Courthouse door, Annapolis, Maryland, on

THURSDAY, JANUARY 11, 1962

At 11 O'clock A.M.

ALL THOSE LOTS OF GROUND situate in the Third Election District of Anne Arundel County, Maryland, being Lots 4 and 5, Block LL, on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 45.

BEING part of the same property conveyed to Richard C. Mason and Elizabeth E. Mason, his wife, by deed from Van L. Carmean and Nadine C. Carmean, his wife, dated March 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1191, folio 38.

This property is improved by a frame and stone, asphalt shingled dwelling, containing eight rooms, three baths, and a full basement, and an oil hot air heating system.

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

SAMUEL M. IVREY, ATTORNEY
144 Duke of Gloucester
Annapolis, Maryland

FILED

1962 JAN 11 PM 3:35

I/WE hereby certify that I/WE purchased the property described on the reverse side of this handbill at and for the price of $18,005.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and seal this 11th day of January, 1962.

WITNESS: George Thomas King (SEAL)

Samuel W. Trew. Geneva Mae King (SEAL)

I hereby certify that I sold property described on the reverse side of the handbill to GEORGE THOMAS KING & GENEVA M. KING, his wife - at and for the price of $18,005.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and seal this 11th day of January, 1962.

WITNESS:

Samuel W. Trew. Cecil V. Campbell (SEAL)
Auctioneer

FILED
1962 JAN 11 PM 3:35

10

IN THE MATTER OF LIBER 138 PAGE 323		IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RICHARD C. MASON and ELIZABETH E. MASON, his wife	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY NO. 14,744

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a Newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday, January 11, 1962, at 11:00 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Third Election District of Anne Arundel County, Maryland, being Lots 4 and 5, Block LL, on a plat entitled "Plat No. 3, Cape St. Claire", which said plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 45.

BEING part of the same property conveyed to Richard C. Mason and Elizabeth E. Mason, his wife, by deed from Van L. Carmean and Nadine C. Carmean, his wife, dated March 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1191, folio 38.

Said property being sold to George Thomas King and Geneva Mae King, his wife, at and for the sum of Eighteen Thousand Five and No/100 ($18,005.00) Dollars, they being at that price then and there the highest bidders therefor.

FILED

1962 JAN 11 PM 3:35

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

//

The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey
Attorney Named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Henrietta L Bard
Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

/2

ORDER NISI

LIBER 138 PAGE 325

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF RICHARD C. MASON
AND ELIZABETH E. MASON, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,744 Equity

Ordered, this 11th day of January, 19 62, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of February next.

The report states that the amount of sale was $ 18,005.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF RICHARD C. MASON
and
ELIZABETH E. MASON, his wife.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of April, 196 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Bruce Dunbaugh
JUDGE.

FILED
1962 APR 23 PM 3:38

GLOBE INDEMNITY COMPANY

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

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

LIBER 138 PAGE 326

LIBER 11 PAGE 203

Bond No. 364105

Equity #14,744

ADDITONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Five Dollars ($3,005.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 11th day of January, 1962.

WHEREAS by virtue of a power of sale contained in a Mortgage from Richard C. Mason and Elizabeth E. Mason, bearing date on or about December 16, 1958, the said Samuel M. Ivrey was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

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

SIGNED, SEALED AND DELIVERED in the presence of

Bond approved this 12th day of January, 1962

George T. Bromwell, Clerk

Ethel M. Carle
Ethel M. Carle

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

1962 JAN 12 PM 12 03

14

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

St. Margarets Drive near St. George Drive Cape St. Claire
Third Election District
Anne Arundel County
State of Maryland

Under and by virtue of the Power of Sale contained in the Mortgage from Richard C. Mason and Elizabeth E. Mason, his wife, dated December 16, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1260, folio 299, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Courthouse door, Annapolis, Maryland, on

Thursday,
January 11, 1962
at 11 o'clock a.m.

ALL THOSE LOTS OF GROUND situate in the Third Election District of Anne Arundel County, Maryland, being Lots 4 and 5, Block LL, on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 45.

BEING part of the same property conveyed to Richard C. Mason and Elizabeth E. Mason, his wife, by deed from Van L. Carmean and Nadine C. Carmean, his wife, dated March 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1191, folio 38.

This property is improved by a frame and stone, asphalt shingled dwelling, containing eight rooms, three baths, and a full basement, and an oil hot air heating system.

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

SAMUEL M. IVREY, Attorney
144 Duke of Gloucester
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

J-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 327

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 19 62

We hereby certify, that the annexed

Attorney's Sale

14,744

Richard C. Mason

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of January, 19 62. The first insertion being made the 20th day of December, 19 61.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
3:00 JAN. 17 1962

By Hazel Tilghman

OFFIC[illegible] OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 328

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,744

Richard C. Mason

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of February, 1962. The first insertion being made the 13th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,744 Equity

In the Matter of the Mortgaged Real Estate of
RICHARD C. MASON and
ELIZABETH E. MASON, his wife

Ordered, this 11th day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of February next.

The report states that the amount of sale was $18,005.00.

GEORGE T. CROMWELL, Clerk
True Copy,
TEST:
GEORGE T. CROMWELL, Clerk
F-3

FILED
1962 FEB 13 PM 4:13

No. M. G. 25146

16

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RICHARD C. MASON and	*	FOR
ELIZABETH E. MASON, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 14,744

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

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss.

I HEREBY CERTIFY, that on this 19th day of April, 1962, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEORGE THOMAS KING and GENEVA MAE KING, his wife, who first duly sworn, made oath in due form of law as follows:

1. That they have purchased the property described in said proceedings, at and for the sum of $18,005.00; a deposit of $1,805.00 made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and handbill.

2. That they are acting for themselves as principals.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS:

/s/ Samuel M. Ivrey

/s/ George Thomas King (SEAL)
GEORGE THOMAS KING

/s/ Geneva Mae King (SEAL)
GENEVA MAE KING

Subscribed and sworn this 19th day of April, 1962, before me, a Notary Public of the State of Maryland, County of Anne Arundel.

/s/ Samuel M. Ivrey
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

My Commission Expires:

May 6, 1963

FILED
1962 APR 19 PM 2:50

17

LIBER 138 PAGE 330

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
RICHARD C. MASON and ELIZABETH E. MASON, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,744 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 25, 1962

John H. Hopkins, IV **Auditor.**

FILED

1962 APR 25 AM 11:01

Dr. In The Matter of the Mortgaged Real Estate of Richard C. Mason and Elizabeth E. Mason, his wife in ac

To Attorney for fee, viz:	35	00		
To Attorney for commissions, viz:	577	44	612	44
To Attorney for court costs, viz:				
Plaintiffs Solicitors Appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Auditor - stating this account	27	50	70	75
To Attorney for expenses, viz:				
Capital-Gazette Press - Advertising sale	59	52		
Capital-Gazette Press - Order Nisi, Sale	15	00		
Speer Publications - Handbills	14	67		
Globe Indemnity Company - Bond Premium	72	02		
Robert H. Campbell - Auctioneer fee	75	00		
One-half Federal documentary stamps	10	18		
One-half State documentary stamps	20	35		
1962 State and County taxes (114.31) - 11 days	3	52		
Cape St. Claire Improvement Association, annual Maintenance charge - 1/1/59 to 1/11/62 (20.00)	60	66		
Katherine S. Russell - Notary fee		50		
Henrietta L. Basil - Notary fee		50		
Samuel M. Ivrey - Notary fee		50	332	42
To Annapolis Federal Savings and Loan Association this balance on account of mortgage claim filed	13,036	25		
Interest on principal balance of $13,014.36 from 1/11/62 to 5/10/62 - 119 days @ 5½%	233	35	13,269	60
To Brooks Bros., Inc. this balance on account of judgment claim filed (6,889.21)	3,962	79	3,962	79
			18,248	00

with Samuel M. Ivrey, Attorney named in mortgage

Cr.

1962				
Jan.	11	Proceeds of sale	18,005 00	
		Interest on balance of purchase money (16,200.00) - 1/11/62 to 4/11/62	243 00	18,248 00
				18,248 00

ORDER NISI

LIBER 138 PAGE 333

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 1st day of May, 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 MAY 11 AM 10:01

George T. Cromwell, Clerk

per aej. Deputy.

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,201
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WOODROW W. GRUBBS AND	:	FOR
FLORENCE M. GRUBBS, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

MR. CLERK:

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

George E. Rullman
Attorney named in Mortgage

FILED

1962 JAN 26 PM 1:59

No. 14,801 Equity

LIBER 138 PAGE 335

BOOK 1435 PAGE 151

5.30

MORTGAGE FEE—COUNTY

OLD BALANCE 3779.27
INCREASE 1720.73
TOTAL 5,500.00

This Mortgage, Made this 31 st. day of October

in the year nineteen hundred and sixty (1960). by and between Woodrow W. Grubbs and Florence M. Grubbs, his wife, of Anne Arundel County, Maryland, parties of the first part, hereinafter called "MORTGAGORS", and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called "MORTGAGEE", Witnesseth:-

WHEREAS, the said MORTGAGORS have this day received by way of loan from said MORTGAGEE an advance in the sum of Five Thousand Five Hundred ($5,500.00) Dollars, as evidenced by their promissory note of even date herewith, in the amount of $5,500.00, with interest thereon at the rate of six per cent. (6%) per annum, payable monthly; said note to be payable in installments of not less than Seventy-five ($75.00) Dollars per month, which payment shall first be applied to interest on unpaid balance, and the remainder then applied on account of the principal debt, until the whole debt secured hereby is paid and satisfied in full; and

D4-7

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: - That for and in consideration of the premises and the sum of One ($1.00) Dollar, paid by the party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors or assigns.

ALL that piece or parcel of land situate in the First Election District of Anne Arundel County, State of Maryland, and being more particularly described and designated as Lots Numbers 6055, 6056, 6057, 6058 and 6059, all as shown on Map 4 of Woodland Beach, as recorded among the Plat Records of Anne Arundel County in Plat Book 8, page 15 (formerly Cabinet 1, Rod Y, Plat 13). Said lots having a total frontage of 100.19 feet on Shore Drive

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1962 JAN 26 PM 1:59

with a depth therefrom to Lot Number 6032 as shown on said plat.

BEING the same property which was conveyed to the MORTGAGORS herein by Ida DeCesaris, widow, and Gemma Dizebba and Fioravante DiZebba, her husband, by deed dated the 7th day of November, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 599, folio 38. See also Confirmatory Deed recorded as aforesaid in Liber J.H.H. 716, folio 312.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said MORTGAGEE, its successors - heirs and assigns forever.

PROVIDED, that if the said MORTGAGORS, their - heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Thousand Five Hundred ($5,500.00) - - -Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said MORTGAGORS, their heirs and assigns, - - - - - - - - - - - - - - - - - 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 MORTGAGORS, for themselves, their - - - - for - - - - - - - - - heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said MORTGAGEE, its successors - personal representative or assigns, or George E. Rullman, its - - - - - - - - - - - - Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said MORTGAGORS, for themselves, their heirs - - - - - - - for - - - - - - - - - - - - - personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors - - - - personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Five Hundred - Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors - - - personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors - - - - - - - - personal representatives and asssigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Lilian C. Wotton

Woodrow W. Grubbs (SEAL)
Woodrow W. Grubbs

.....(SEAL)

Florence M. Grubbs (SEAL)
Florence M. Grubbs

.....(SEAL)

4

5

LIBER 138 PAGE 338

BOOK 1435 PAGE 154

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 31st day of October in the year nineteen hundred and sixty (1960) before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Woodrow W. Grubbs and Florence M. Grubbs, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing Mortgage, - - - - - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.; and further, that he is the Attorney and Agent for said MORTGAGEE, and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

Lilian C. Wotton, Notary Public

My Commission expires May 2, 1961

Rec'd for record Oct. 31, 1960 at 1:21 P.M.
Mailed to George E. Rullman

9.50

MORTGAGE

FROM WOODROW W. GRUBBS and FLORENCE M. GRUBBS, his wife

TO COUNTY TRUST COMPANY OF MARYLAND

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1960 OCT 31 PM 1:21
& RECORDED IN LIBER G.I.C. NO. 1435 FOLIO 151
GEO. R. BOOTH, CLERK

9.50

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

7936

Mortgage Note

$ 5,500.00 October 31 1960

after date we promise to pay to the order of County Trust Company of Maryland Five Thousand Five Hundred ($5,500.00) - - - - - - - - - - - - Dollars With interest thereon at rate of six per cent. (6%) per annum, payable monthly; said note to be payable in monthly installments of not less than $75.00, which payment shall first be applied to interest on unpaid balance, and remainder then applied on account of principal debt, until whole secured hereby is paid and satisfied in full.

Value received, W. Grubbs W. Grubbs
Florence M. Grubbs
P.O. Box 101 - Edgewater Md.

Secured by Mortgage of Even Date

6

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14201
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WOODROW W. GRUBBS AND	:	FOR
FLORENCE M. GRUBBS, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage Debt		$ 5,500.00
Principal Payments		337.54
Balance due on Principal		5,162.46
Interest due from May 31, 1961 to Jan. 24, 1962	201.32	
Less payment on interest	50.00	
Total amount of Interest due to Jan. 24, 1962		151.32
Total Mortgage Claim		5,313.78

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 25th day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lilian C. Wotton, Assistant Cashier of Maryland National Bank, successor in interest to County Trust Company of Maryland, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 JAN 26 PM 1:59

9

LIBER 138 PAGE 340

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 19491
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WOODROW W. GRUBBS AND	:	FOR
FLORENCE M. GRUBBS, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

AFFIDAVIT

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO wit:

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the Maryland National Bank, successor in interest to the County Trust Company of Maryland, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

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

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 25th day of January, 1962.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 JAN 26 PM 1:59

ROBERT H. CAMPBELL. . . LIBER 138 PAGE 341 . . . . . .AUCTIONEER

PUBLIC SALE

OF

VALUABLE RESIDENCE PROPERTY

ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A TWO STORY FRAME DWELLING CONTAINING TEN ROOMS, TWO BATHS, HOT-AIR OIL HEAT, FRONTING ON SOUTH RIVER.

Under and by virtue of the power of sale contained in a Mortgage from Woodrow W. Grubbs and Florence M. Grubbs, his wife, to The County Trust Company of Maryland, a body corporate, succeeded by Maryland National Bank, a Federal Corporation, dated October 31, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1435, Folio 151, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, FEBRUARY 27, 1962

AT 11 O'CLOCK A. M.

the following described property, namely:

ALL that piece or parcel of land situate in the First Election District of Anne Arundel County, State of Maryland, and being more particularly described and designated as Lots Numbers 6055, 6056, 6057, 6058 and 6059, all as shown on Map 4 of Woodland Beach, as recorded among the Plat Records of Anne Arundel County in Plat Book 8, page 15, (formerly Cabinet 1, Rod Y, Plat 13). Said lots having a total frontage of 100.19 feet on Shore Drive with a depth therefrom to Lot Number 6032 as shown on said plat.

BEING the same property which was conveyed to Woodrow W. Grubbs and Florence M. Grubbs, his wife, by Ida DeCesaris, widow, and Gemma Dizebba and Fioravante DiZebba, her husband, by deed dated the 7th day of November, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 599, folio 38. See also Confirmatory Deed recorded as aforesaid in Liber J.H.H. 716, folio 312.

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

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

1532 JAN 26 [illegible] 1:59

F. 21733 1/55

LIBER 138 PAGE 342

LIBER 11 PAGE 245

No. 14,801 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of February, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Woodrow W. Grubbs and Florence M. Grubbs, his wife to ~~in interest by Maryland National Bank~~ County Trust Company of Maryland, succeeded bearing date the 31st day of October, 1960 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1435 Folio 151 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

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

As to Surety
Mary F. Schoolden
Mary F. Schoolden

Attorney-in-fact

FILED

1962 FEB 14 AM 11:32

Bond approved this 14th day of February, 1962
George T. Cromwell, Clerk

10

F. 21793 1/55

LIBER 138 PAGE 343
LIBER 11 PAGE 265 No. 14801 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Hundred 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 27th day of February, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Woodrow W. Grubbs and Florence M. Grubbs, his wife to County Trust Company of Maryland (succeed by Maryland National Bank) bearing date the 31st day of October, 1960 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1435 Folio 151 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

As to Surety

Additional Mary F. Schoolden

Bond approved this 2 day of March 1962

George T. Cromwell, Clerk

FILED
1962 MAR -2 AM 11:04

ROBERT H. CAMPBELL - - - - - - - - - - - AUCTIONEER

PUBLIC SALE

OF VALUABLE

Residence Property

ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND,

IMPROVED BY A TWO STORY FRAME DWELLING CONTAINING TEN ROOMS, TWO BATHS, HOT-AIR OIL HEAT, FRONTING ON SOUTH RIVER

Under and by virtue of the power of sale contained in a Mortgage from Woodrow W. Grubbs and Florence M. Grubbs, his wife, to The County Trust Company of Maryland, a body corporate, succeeded by Maryland National Bank, a Federal Corporation, dated October 31, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1435, Folio 151, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, FEBRUARY 27, 1962

AT 11 O'CLOCK A. M.

the following described property, namely:

ALL that piece or parcel of land situate in the First Election District of Anne Arundel County, State of Maryland, and being more particularly described and designated as Lots Numbers 6055, 6056, 6057, 6058 and 6059, all as shown on Map 4 of Woodland Beach, as recorded among the Plat Records of Anne Arundel County in Plat Book 8, page 15, (formerly Cabinet 1, Rod Y, Plat 13). Said lots having a total frontage of 100.19 feet on Shore Drive with a depth therefrom to Lot Number 6032 as shown on said plat.

BEING the same property which was conveyed to Woodrow W. Grubbs and Florence M. Grubbs, his wife, by Ida DeCesaris, widow, and Gemma DiZebba and Fioravante DiZebba, her husband, by deed dated the 7th day of November, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 599, folio 38. See also Confirmatory Deed recorded as aforesaid in Liber J.H.H. 716, folio 312.

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

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

FILED
1962 MAR -2 AM 11:04.

I hereby certify that I bid in the property described on the reverse side hereof at public sale at the CourtHouse door in the City of Annapolis, Maryland, on Tuesday, February 27, 1962 at 11 o'clock a.m. at and for the sum of Seventy-one Hundred Dollars ($7,100.00), I then and there being the highest bidder therefor, in the names of Edward M. O'Connor and Carmen K. O'Connor, my wife, and we agree to comply with the terms of sale as expressed on the reverse side hereof.

Edward M. O'Connor

Carmen K. O'Connor
per Edward M. O'Connor E M O'C

I hereby certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, February 27, 1962, to Edward M. O'Connor and Carmen K. O'Connor, his wife, at and for the sum of Seventy-one Hundred Dollars ($7,100.00), they being then and there being the highest bidders therefor; I further certify that the sale was fairly made.

Robert H. Campbell
Auctioneer

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

I hereby certify that on this 27th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward M. O'Connor, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was not acting as agent for anyone.

2. That the only other person interested in this purchase is his wife, Carmen K. O'Connor, who is to hold title to the real estate with hin husband as tenants by the entirety.

3. That he has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

Edward M. O'Connor

WITNESS my hand and Notarial Seal.

Madolin Ross Notary Public

FILED
1962 MAR -2 AM 11:04

13

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,801
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WOODROW W. GRUBBS AND	:	FOR
FLORENCE M. GRUBBS, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Woodrow W. Grubbs and Florence M. Grubbs, his wife, dated October 31, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1435, Folio 151, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, February 27, 1962, at 11 o'clock a.m., and then and there sold the property to Edward M. O'Connor and Carmen K. O'Connor, his wife, at and for the sum of Seven Thousand One Hundred Dollars ($7,100.00), they then and there being the highest bidders therefor, which property is as follows:

ALL that piece or parcel of land situate in the First Election District of Anne Arundel County, State of Maryland, and being more particularly described and designated as Lots Numbers 6055, 6056, 6057, 6058, and 6059, all as shown on Map 4 of Woodland Beach, as recorded among the Plat Records of Anne Arundel County in Plat Book 8, page 15, (formerly Cabinet 1, Rod Y, Plat 13). Said lots having a total frontage of 100.19 feet on Shore Drive with a depth therefrom to Lot Number 6032 as shown on said Plat.

FILED
1962 MAR -2 PM 11:04

BEING the same property which was conveyed to Woodrow W. Grubbs and Florence M. Grubbs, his wife, by Ida DeCesaris, widow, and Gemma DiZebba and Fioravante DiZebba, her husband, by deed dated the 7th day of November, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 599, folio 38. See also Confirmatory Deed recorded as aforesaid in Liber J.H.H. 716, folio 312.

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

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

Respectfully submitted,

George E. Rullman,
Attorney named in Mortgage

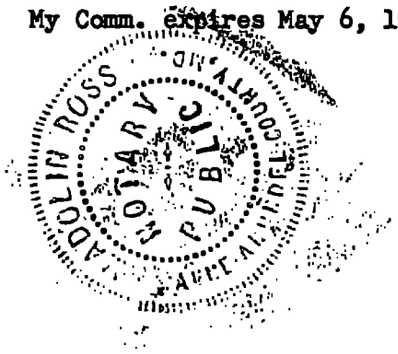
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 27th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Comm. expires May 6, 1963.



ORDER NISI

LIBER 138 PAGE 348

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
WOODROW W. GRUBBS AND FLORENCE M. GRUBBS, HIS WIFE
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,801 Equity

Ordered, this 2nd day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of April next.

The report states that the amount of sale was $7,100.00.

George T Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF WOODROW W. GRUBBS AND FLORENCE M. GRUBBS, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of April, 19 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 APR 10 PM 3:30

16

Public Sale
OF VALUABLE RESIDENCE PROPERTY

ALL THAT PIECE OF PARCEL OF LAND SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A TWO STORY FRAME DWELLING CONTAINING TEN ROOMS, TWO BATHS, HOT-AIR OIL HEAT, FRONTING ON SOUTH RIVER

Under and by virtue of the power of sale contained in a Mortgage from Woodrow W. Grubbs and Florence M. Grubbs, his wife, to The County Trust Company of Maryland, a body corporate, succeeded by Maryland National Bank, a Federal Corporation, dated October 31, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1435, Folio 151, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday,
February 27, 1962
At 11 O'clock A.M.

the following described property, namely:

ALL that piece or parcel of land situate in the First Election District of Anne Arundel County, State of Maryland, and being more particularly described and designated as Lots Numbers 6055, 6056, 6057, 6058 and 6059, all as shown on Map 4 of Woodland Beach, as recorded among the Plat Records of Anne Arundel County in Plat Book 8, page 15, (formerly Cabinet 1, Rod Y, Plat 13). Said lots having a total frontage of 100.19 feet on Shore Drive with a depth therefrom to Lot Number 6032 as shown on said plat.

BEING the same property which was conveyed to Woodrow W. Grubbs and Florence M. Grubbs, his wife, by Ida DeCesaris, widow, and Gemma Dizebba and Floravante DiZebba, her husband, by deed dated the 7th day of November, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 599, folio 38. See also Confirmatory Deed recorded as aforesaid in Liber J.H.H. 716, folio 312.

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

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer.

F-21

No 17

1962 MAR -9 PM 5:22

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 349

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1962

We hereby certify, that the annexed

Public Sale 14,801

Woodrow W. Grubbs

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 February, 1962. The first insertion being made the 31st day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Hildebrand

OFF 'E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 350

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,801 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
WOODROW W. GRUBBS and FLORENCE M. GRUBBS, his wife

Ordered, this 2nd day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on ro before the 9th 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 9th day of April next.

The report states that the amount of sale was $7,100.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,801
Woodrow W. Grubbs

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 9th day of April, 1962. The first insertion being made the 8th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 28655 1962 APR 10 AM 10: 13 By Hazel Tilghman

18

In the Case of

The Sale of the Mortgaged Real Estate of Woodrow W. Grubbs and Florence M. Grubbs, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

Equity #14,801

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 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 #595

All of which is respectfully submitted.

May 8, 1962

ARTHUR A. ANDERSON, JR. Auditor.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED
1962 MAY -8 PM 12:21

19

Dr. Mortgaged Real Estate of Woodrow W. Grubbs & Florence M. Grubbs, his wife in ac.

To	Attorney for fee, viz.	100	00		
To	Attorney for his commissions, viz.	244	92		
				344	92
To	Attorney for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk of Court, court costs	33	50		
	Auditor, this account	30	00		
				73	50
To	Attorney for disbursements				
	Capital-Gazette Press, Inc.				
	Advertisement & Order Nisi - sale	86	76		
	Speer Publications - hand bills	14	70		
	National Surety Corp. - bond	28	40		
	Robert H. Campbell, Auctioneer's fee	45	00		
	½ Federal & State Stamps	12	37		
	1961 State & County Taxes	198	74		
	Adjustment, 1962 State & County taxes	29	74		
	Notary fee	2	00		
				417	71
To	Maryland National Bank				
	Mortgagee, in full for mortgage claim, viz.				
	Amount of Mortgage claim filed	5,313	78		
	Interest, 6% on principal balance, ($5162.46) from 1/24/62 to 5/24/62	103	25		
				5,417	03
To	Thomas Somerville Company, on account of claim filed, as per Order of Court 3/1/62			910	64
				7,163	90

with George E. Rullman, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Report of Sale filed	7,100 00	
By	Interest on deferred payment 6% from 2/27/62 to 4/27/62	63 90	
			7,163 90
			7,163 90

ORDER NISI LIBER 138 PAGE 354

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 24 day of May, 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.

.....

.....

.....

1962 MAY 24 PM 3:41

George T. Cromwell, Clerk
per ay Deputy.

LIBER 138 PAGE 355

IN THE MATTER OF THE MORTGAGED	*	
REAL ESTATE OF ISRAEL TURNER	*	IN THE
AND ANITA TURNER, HIS WIFE	*	CIRCUIT COURT
AND AMOS TURNER, WIDOWER	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14276 EQUITY
	*	

* * * * * * * * *

PETITION TO DOCKET CASE

MR. CLERK:

Please docket the above captioned case and approve the bond.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

1951 MAR 13 AM 11:50

County Form.

LIBER 508 PAGE 334

LIBER 138 PAGE 356

This Mortgage, Made this 15th day of January, in the year one thousand, nine hundred and forty-nine, between ISRAEL TURNER and ANITA TURNER, his wife, and AMOS TURNER, Widower

of Anne Arundel County, in the State of Maryland, Mortgagors, and WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being a member of said body corporate, have received therefrom an advance of Seven hundred and eighty ($780.00) Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of six ($6.00) Dollars, on or before the first day of each and every week from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

Being all of that lot on the South side of Monument Street with improvements thereon designated as No. 19 Monument Street (now known as No. 15 Monument Street) fronting thereon fifteen (15) feet six (6) inches, more or less, and running back for a depth of about one hundred and seven (107) feet, more or less, and also having a width in the rear of fifteen (15) feet six (6) inches, more or less.

It being the identical property which was granted and conveyed unto the said Israel Turner and wife by Deed from Harry W. Walker and wife of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

Being all of that lot of land situated on Fleet Street, known as No. 50 Fleet Street, and being the identical property which was granted and conveyed unto the said Amos Turner and Sallie Turner, his wife by Emma Bigilia and husband, by Deed dated the 10th day of February in the year 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 159 folio 366. The said Sallie Turner having departed this life leaving the said Amos Turner as surviving tenant.

FILED

1951 MAR 13 AM 11:59

3

LIBER 508 PAGE 335

LIBER 138 PAGE 357

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.

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 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; (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 6 per cent (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a bonus of Six Dollars ($6.00) per share upon each unredeemed share and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the member shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building 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 it shall be lawful for the said Mortgagee, its successors or assigns, or for Wm. W. Townshend, Jr., its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $75.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor 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:

Wilhelmina P. Hopkins

Israel Turner (SEAL)

Anita Turner (SEAL)

Amos Turner (SEAL)

(SEAL)

4

5

LIBER 508 PAGE 337 LIBER 138 PAGE 359

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

I HEREBY CERTIFY that on this 12th day of January, 19 49, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Israel Turner and Anita Turner, his wife, Amos Turner, Widower

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Charles M. Carlson, 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.

Wilhelmina P. Hopkins Notary Public.

Recorded- 20th January 1949, at 10:30 A.M.

RECORDED AND RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 MAR -9 PM 3:19
No. 508 FOLIO 337
GEO. F. DUCKETT, CLERK

3162

MORTGAGE

FROM

Israel Turner and Anita Turner, his wife and Amos Turner, Widower

TO

WORKINGMEN'S BUILDING AND LOAN ASSOCIATION

Received for Record January 20 1949 at 10-30 o'clock A.M. Same day recorded in Liber 508 No. 508 Folio 337 etc. one of the Land Records of Anne Arundel County, and examined per Clerk

Cost of Record, $

William W. Townshend, Jr.
Attorney at Law
Annapolis, Maryland

February 1, 1961

The Workingmen's Building and Loan Association of Annapolis, Maryland, hereby assigns the within mortgage to Eugene M. Childs, Attorney, for the purpose of foreclosure.

Witness the hands and seals of aforementioned Corporation by ~~[illegible]~~ John M. Taylor, Vice President and attested by Thomas J. Linthicum, Secretary.

Test: Thomas J. Linthicum, III

Workingmen's Building and Loan Assoc. Inc.

John M. Taylor, Vice President

(SEAL)

LIBER 138 PAGE 360

IN THE MATTER OF THE MORTGAGED	*	
REAL ESTATE OF ISRAEL TURNER	*	IN THE
AND ANITA TURNER, HIS WIFE	*	CIRCUIT COURT
AND AMOS TURNER, WIDOWER	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14276 EQUITY
	*	

* * * * * * * * *

STATEMENT OF CLAIM

MR. CLERK:

The following is the statement of claim of the Workingmen's Building and Loan Association of the mortgage from Israel Turner and Anita Turner, his wife and Amos Turner, Widower to the Workingmen's Building and Loan Association, Inc. dated the 15th day of January nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, Folio 334.

Principal Balance	$53.89
Interest through 3/10/61	8.77
Penalties through 3/10/61	8.93
Total balance through 3/10/61	$71.59

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs, Attorneys for
Workingmen's Building and Loan
Association, Inc.
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this day of March, 1961, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. LINTHICUM, III, known to me to be the Secretary-Treasurer, of the Workingmen's Building and Loan Association, Inc. and made oath in due form of law, that the amount set forth in the above statement of claim is true and now remaining due and unpaid.

Witness my hand and seal Notarial.

Eugene M. Childs

Eugene M. Childs, Notary Public

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

1961 MAR 13 AM 11:59

4

(Mortgagee's or Attorney's Bond)

No. 14,276 Equity

LIBER 138 PAGE 361

LIBER 10 PAGE 525

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand and 00/100 ($1,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 9th day of March in the year nineteen hundred and sixty-one

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Israel Turner and Anita Turner, his wife and Amos Turner, Widower to The Workingmen's Building and Loan Association bearing date the 15th day of January nineteen hundred and forty-nine and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber JHH No. 508 Folio 334 and being 19 Monument Street (now known as 15 Monument Street) and 50 Fleet Street, Annapolis, Maryland.

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

Now the Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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

Signed, sealed, and delivered in presence of

Betty Anne Hughes

Betty Lee Hanford

Betty Lee Hanford

Eugene M. Childs [SEAL.]

Eugene M. Childs

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

THE JOSEPH D. LAZENBY, CO.

By Philip Richebourg [SEAL.]

By Attorney-in-fact

Philip Richebourg

Bond approved this 14th day of March, 1961

George T. Cromwell, Clerk

1961 MAR 13 AM 11:59

Form J-3101 Printed in U. S. A.

LIBER 138 PAGE 362

IN THE MATTER OF THE MORTGAGED	*	IN THE
REAL ESTATE OF ISRAEL TURNER	*	CIRCUIT COURT
AND ANITA TURNER, HIS WIFE	*	FOR
AND AMOS TURNER, WIDOWER	*	ANNE ARUNDEL COUNTY
	*	NO. 14276 EQUITY

* * * * * * * * *

AMENDED STATEMENT OF CLAIM

MR. CLERK:

The following is an amended statement of claim of the Workingmen's Building and Loan Association of the mortgage from Israel Turner and Anita Turner, his wife and Amos Turner widower to the Workingmen's Building and Loan Association, Inc. dated the 15th day of January nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 334,

Principal balance . . .	$53.89
Int. through 1/20/62 . .	15.52
Penalties through 1/20/62	13.43
Total balance through 1/20/62	$82.84

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs, Attorneys for Workingmen's Building and Loan Association, Inc.
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1962 JAN 29 AM 9:06

8

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of January, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. LINTHICUM, III, known to me to be the Secretary-Treasurer, of the Workingmen's Building and Loan Association, Inc. and made oath in due form of law, that the amount set forth in the above amended statement of claim is true and now remaining due and unpaid.

Eugene M. Childs, Notary Public

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF AMOS TURNER	*	FOR
AND PAULINE TURNER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 14804 EQUITY

* * * * * * *

PETITION FOR CONSOLIDATION OF CASES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition Of Eugene M. Childs, attorney, respectfully represents unto your Honors:

1. That heretofore your petitioner as attorney named in a certain mortgage from Israel Turner and Anita Turner, his wife and Amos Turner, Widower, to the Workingmen's Building and Loan Association, Inc. dated January 19, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 334, commenced foreclosure proceedings under said mortgage as will more fully appear by reference to Equity cause #14276 in the Circuit Court for Anne Arundel County.

2. Since the filing of the aforementioned foreclosure, default has likewise occurred under another mortgage from Amos Turner and Pauline Turner, his wife to the Workingmen's Building and Loan Association, Inc., said mortgage dated May 25, 1960 and recorded among the aforesaid Land Records in Liber G.T.C. 1393, folio 538. This mortgage is attached hereto and marked Exhibit #1.

3. The real estate secured by the latter mortgage is the secondly described property being advertised in the first foreclosure. However, the amount due the Workingmen's Building and Loan Association, Inc. under the terms of the second mortgage as of January 6, 1962 is One Thousand Seven

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1962 JAN 30 PM 4:09

CHILDS AND SALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1962 JAN 31 PM 3:14

10

Hundred Dollars and eighty-nine cents ($1,700.89) as will more fully appear by reference to the Statement of Mortgage Claim attached hereto and marked Exhibit #2.

4. Your petitioner believes that it would be a needless expense to the mortgagors in each case that the property covered by the second mortgage should also be re-advertised particularly, should it develop that the first lot mentioned in the earlier mortgage should not bring sufficient funds to satisfy the amount due the mortgagee and expenses of foreclosure.

WHEREFORE, your petitioner prays that your Honors may pass an Order in these presents permitting the consolidation of the two causes and permitting him to file an additional bond in #14276 Equity so that the lien of both mortgages may be satisfied under the proceedings in the original cause.

Respectfully submitted,

Eugene M. Childs
Attorney named in the Mortgage

CHILDS AND DALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 138 PAGE 366

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF AMOS TURNER AND PAULINE TURNER, HIS WIFE

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* NO. 14804 EQUITY

* * * * * * * * *

STATEMENT OF CLAIM

MR. CLERK:

The following is the statement of claim of the Workingmen,s Building and Loan Association, Inc. of the mortgage from Amos Turner and Pauline Turner, his wife to the Workingmen's Building and Loan Association, Inc. dated the 25th day of May, nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1393, folio 538.

Principal balance	$1,673.59
Interest through 1/6/62 . . .	27.30
Total balance through 1/6/62	$1,700.89

CHILDS AND BALD

Eugene M. Childs, Attorneys for Workinpmen's Building and Loan Association, Inc.
192 Duke of Gloucester Street
Annapolis, Maryland

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1962 JAN 30 PM 2:15

Exhibit #2

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of January, 1962, before me the subscriber, a Notary Public fo the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. LINTHICUM, III, known to me to be the Secretary-Treasurer, of the Workingmen's Buidling and Loan Association, Inc. and made oath in due form of law, that the amount set forth in the above statement of claim is true and now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Eugene M. Childs, Notary Public

CHILDS AND DALY
ATTORNEYS AT LAW
ANNAPOLIS, MD.

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF AMOS TURNER	*	FOR
AND PAULINE TURNER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 14804 EQUITY
	*	

* * * * * * * *

ORDER

ORDERED on the aforegoing Petition by the Circuit for Anne Arundel County in Equity, this 31st day of January, 1962, that the within cause be consolidated with #14276 Equity in order that the proceedings of both mortgages may be satisfied from the sale of the properties described in the original foreclosure proceedings and the petitioner is hereby directed to increase his bond to the total sum of Three Thousand Dollars ($3,000.00) and the auditor in stating her account, shall allow to the Workingmen's Building and Loan Association, Inc. the amount of both claims with due regard to interest accrued to the date of the ratification of the sale or sales made in these proceedings and the Clerk is hereby directed to file a copy of the Statement of the Mortgage Claim against Amos Turner and Pauline Turner in cause #14276 together with a copy of the within Order.

Matthew S. Evans
JUDGE

FILED
1962 JAN 31 PM 2:05

FILED
1962 JAN 31 PM 3:14

14

Form J-3101
(Mortgagee's or Attorney's Bond)

3533772

No. 14216 Equity

LIBER 138 PAGE 369

LIBER 11 PAGE 226

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and 00/100 ($2,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 2nd day of January in the year nineteen hundred and sixty-two

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Israel Turner and Anita Turner, his wife and Amos Turner, Widower to The Workingmen's Building and Loan Association bearing date the 15th day of January nineteen hundred and forty-nine and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber JHH No. 508 Folio 334 and being 19 Monument Street (now known as 15 Monument Street and 50 Fllet Street, Annapolis, Maryland.

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

Now the Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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

Signed, sealed, and delivered in presence of

Betty Lee Hall

Betty Lee Hall

Eugene M. Childs [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Philip Richebourg, *Attorney-in-fact* [SEAL.]

FILED

1962 JAN 31 PM 2:54

Bond approved this 31 day of January 1962

George T. Cromwell, Clerk

Trustee's Bond # 3533784

No. 14,276 Eq.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Eugene M. Childs LIBER 11 PAGE 225 LIBER 138 PAGE 370 as principal, and The Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five hundred and 00/100 ($500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 30th day of January in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Eugene M. Childs by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell real estate

mentioned in the proceedings in the case of The Workingmen's Building and Loan Association

vs.

Israel Turner and Anita Turner, his wife and Amos Turner, Widower

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs 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

Betty Lee Hall

Eugene M. Childs (SEAL)

(SEAL)

Hartford Accident and Indemnity Company (SEAL)

By: Philip Richebourg, Atty-in-fact (SEAL)

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said duly affixed by its Vice-President and attested by its Assistant Secretary, this day of , 195

By:
Vice President

ATTEST:
Assistant Secretary

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

19

FILED

1962 JAN 31 AM 10:39

Assistant Secretary

Bond approved this 31 day of January 1962

George T. Cromwell, Clerk

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

NO. 19 MONUMENT STREET (NOW KNOWN AS 15 MONUMENT STREET), SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

NO. 50 FLEET STREET, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Israel Turner and Anita Turner, his wife and Amos Turner, Widower, of Anne Arundel County in Liber J.H.H. 508, folio 334, default having occurred thereunder, the undersigned, Attorney named in the Mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tuesday, January 30, 1962

At 11 O'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the Sixth Election District, City of Annapolis, Maryland: Being all of that lot on the South side of Monument Street designated as No. 19 Monument Street (now known as No. 15 Monument Street) fronting thereon fifteen (15) feet six (6) inches, more or less, and running back for a depth of about one hundred and seven (107) feet, more or less, and also having a width in the rear of fifteen (15) feet six (6) inches, more or less.

BEING the identical property which was conveyed unto the said Israel Turner and wife by deed from Harry W. Walker and wife dated January 15, 1949.

BEING all of that lot of land situated on Fleet Street, known as No. 50 Fleet Street, and being the identical property which was granted and conveyed unto the said Amos Turner and Sallie Turner, his wife by Emma Bigilia and husband, by deed dated the 10th day of February in the year 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 159, folio 366. The said Sallie Turner having departed this life leaving the said Amos Turner as surviving tenant.

THE firstly described parcel is unimproved.

THE secondly described tract is improved by a two story frame dwelling with asbestos shingle siding, awnings, storm windows and doors. On the first floor there is a living room, dining room, kitchen and bath and three bedrooms upstairs. The dwelling is heated by a gas fire space heater.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (6) per cent per annum is to be paid in cash upon final ratification of sale. Taxes, insurance and all other public assessments to be adjusted to the day of sale. For further particulars apply to:

EUGENE M. CHILDS, CHILDS AND BALD
192 Duke of Gloucester Street
Annapolis, Maryland, Colonial 7-8191

/7

LIBER 138 PAGE 372

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF ISRAEL TURNER, WIDOWER,	*	FOR
AMOS TURNER AND ANITA TURNER,	*	ANNE ARUNDEL COUNTY
HIS WIFE AND AMOS TURNER AND	*	NO. 14,276 EQUITY
PAULINE TURNER, HIS WIFE	*	
	*	

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

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from Eugene M. Childs, Attorney, the property SECONDLY described in the advertisement attached hereto for the sum of THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS and I (we) agree to comply with the terms of the sale as set forth therein.

AS WITNESS my (our) hand (s) and seal (s) this 30th day of January, 1962.

Test:

Geo. W. Scible

Philip Richman (SEAL)

Thelma K. Richman (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property SECONDLY described in the advertisement attached hereto to PHILIP RICHMAN AND THELMA K. RICHMAN at and for the sum of $3450.00, ~~he~~ (they) being at that price the highest bidder (s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 30th day of January, 1962.

Geo. W. Scible (SEAL)
George W. Scible

FILED
1962 JAN 31 AM 10:39

LIBER 138 PAGE 373

IN THE MATTER OF THE MORTGAGED	*	IN THE
REAL ESTATE OF ISRAEL TURNER	*	CIRCUIT COURT
AND ANITA TURNER, HIS WIFE	*	FOR
AND AMOS TURNER, WIDOWER	*	ANNE ARUNDEL COUNTY
	*	NO. 14276 EQUITY

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Eugene M. Childs, attorney named in the mortgage filed in the captioned case, respectfully shows that after giving bond for the faithful performance of the trust in him imposed and after having complied with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in the City of Annapolis, County of Anne Arundel County, Maryland for at least 20 days prior to the date of sale, he did, pursuant to said notice, attend the sale at the Court House door on Tuesday, January 30, 1962 at 11 o'clock A.M., Eastern Standard Time, and then and there proceeded to sell the property secondly described in the handbill attached hereto being known as No. 50 Fleet Street, to the highest bidders who were Philip Richman and Thelma N. Richman, his wife, at and for the sum of Three Thousand Four Hundred and Fifty Dollars ($3,450.00).

It appearing that said sum would be sufficient to satisfy the lien of the within mortgage and the mortgage filed in the consolidated case entitled, In the Matter of the Mortgaged Real Estate of Amos Turner and Pauline Turner, his wife, No. 14804 Equity in the Circuit Court fo r Anne Arundel County, this attorney inquired of Israel Turner whether or not it was

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1962 JAN 31 AM 10:39

19

his desire that the sale continue relative to No. 15 Monument Street, the firstly described property in the handbill. Upon being advised that it was Mr. Turner's desire that the property not be sold, the sale thereupon was terminated.

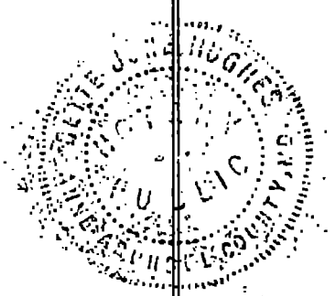
The attorney further states that he has received the required deposit in the terms of sale and he further states that the sale herein reported was fairly made.

Eugene M. Childs, Attorney
named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of January, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared EUGENE M. CHILDS, Attorney named in the mortgage filed in these presents and made oath in due form of law that the matters stated in the aforegoing Report of Sale are true and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.



Bette June Hughes, Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ISRAEL TURNER AND ANITA TURNER, HIS WIFE, AND AMOS TURNER, WIDOWER

~~versus~~

LIBER 138 PAGE 375

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,276 Equity

Ordered, this 31st day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, 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 $ 3,450.00

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ISRAEL TURNER AND ANITA TURNER, HIS WIFE, AND AMOS TURNER, WIDOWER

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th 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.

O. Bowie Duckett

JUDGE.

OFFICE

LIBER 138 PAGE 376

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,276 Equity

In the Matter of the Mortgaged Real Estate of
ISRAEL TURNER and
ANITA TURNER, his wife, and
AMOS TURNER, widower

Ordered, this 31st day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgoge 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 $3,450.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-24

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,276

Israel Turner

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. 28506 1962 MAR 12 AM 10 By Hazel Tilghman

Childs & Bald
Attorney's
192 Duke of Gloucester S
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

No. 19 Monument Street (now known as 15 Monument Street), Sixth Election District, Anne Arundel County, Maryland.

No. 50 Fleet Street, Sixth Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the Mortgage from Israel Turner and Anita Turner, his wife and Amos Turner, Widower, of Anne Arundel County in Liber J.H.H. 508, folio 334, default having occurred thereunder, the undersigned, Attorney named in the Mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tuesday, Jan. 30, 1962

at 11 o'clock A. M.

ALL those lots or parcels of ground situate, lying and being in the Sixth Election District, City of Annapolis, Maryland: Being all of that lot on the South side of Monument Street designated as No. 19 Monument Street (now known as No. 15 Monument Street) fronting thereon fifteen (15) feet six (6) inches, more or less, and running back for a depth of about one hundred and seven (107) feet, more or less, and also having a width in the rear of fifteen (15) feet six (6) inches, more or less.

BEING the identical property which was conveyed unto the said Israel Turner and wife by deed from Harry W. Walker and wife dated January 15, 1949.

BEING all of that lot of land situated on Fleet Street, known as No. 50 Fleet Street, and being the identical property which was granted and conveyed unto the said Amos Turner and Sallie Turner, his wife by Emma Bigilla and husband, by deed dated the 10th day of February in the year 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 159, folio 366. The said Sallie Turner having departed this life leaving the said Amos Turner as surviving tenant.

THE firstly described parcel is unimproved.

THE secondly described tract is improved by a two story frame dwelling with asbestos shingle siding, awnings, storm windows and doors. On the first floor there is a living room, dining room, kitchen and bath and three bedrooms upstairs. The dwelling is heated by a gas fire space heater.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (6) per cent per annum is to be paid in cash upon final ratification of sale. Taxes, insurance and all other public assessments to be adjusted to the day of sale. For further particulars apply to:

EUGENE M. CHILDS,
CHILDS AND BALD
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

GEORGE W. SCIBLE
Auctioneer

J-26

No 3

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 377

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 1962

We hereby certify, that the annexed

Attorney's Sale 14,276

Israel Turner

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 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

LIBER 138 PAGE 378

In the Case of

THE MORTGAGED REAL ESTATE OF ISRAEL TURNER AND ANITA TURNER, HIS WIFE, AND AMOS TURNER WIDOWER

VS.

In the

Circuit Court

For

Anne Arundel County

EQUITY #14,276

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 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 #595

All of which is respectfully submitted.

May 9, 1962

Arthur A. Anderson, Jr. Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 MAY -9 AM 9:09

RY

Dr. Mortgaged Real Estate of Israel Turner, Anita Turner, his wife and Amos Turner, widower — in ac.

To	Assignee, for fee, viz.	175	00		
To	Assignee for commissions	134	66		
				309	66
To	Assignee for Court Costs, viz.				
	Plif's Solr., app. fee (Eq.#14804)	10	00		
	Plif's Solr., app. fee (Eq.#14276)	10	00		
	Clerk, Court Costs (Eq.#14804)	12	25		
	Clerk, Court Costs (Eq.#14276)	38	25		
	Auditor, this account	30	00		
				100	50
To	Assignee for disbursements, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	82	24		
	Order Nisi - sale	15	00		
	Speer Publications,Inc. - handbills	14	76		
	James D. Lazenby Co. - bonds	30	00		
	Geo. W. Sceble - Auctioneer's fee	35	00		
	Adjustment - 1962 State & County taxes	2	47		
	Annapolis City Water 10/11/61 to 1/10/62	10	19		
	Annapolis City Water 1/11/62 to 4/10/62	1	38		
	½ Federal & State Stamps	5	77		
				196	81
To	Workingmen's B & L.A.,Mortgagee, in full for mortgage claims, viz.				
	Amt. of Mtg. claim filed (JHH 508 fo.334)	82	84		
	Interest, 6%, on principal balance,($53.89) from 1/20/62 to 5/25/62	1	12		
	Amt. of Mtg. claim filed (GTC 1393 fo.538)	1,700	89		
	Interest, 6%, on principal balance, ($1673.59) from 1/6/62 to 5/25/62	39	38		
				1,824	23
To	Doris Turner, Administrater of the Estate of Amos Turner, deceased, excess for claim as per Order of Court			1,060	97
				3,492	17

with Eugene M. Childs, Assignee

Cr.

By	Amount of Sale of #50 Fleet Street as per Assignee's Report of Sale filed	3,450 00	
By	Interest on deferred payment - 6% from 1/30/62 to 3/16/62	33 64	
By	Adjustment, 1961 City of Annapolis taxes, 5 mos. @ $1.705	8 53	
			3,492 17
			3,492 17

26

LIBER 138 PAGE 381

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 25 day of May, 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

1957 MAY 25 AM 10:33 George T. Cromwell, Clerk

per ag. Deputy

E-116—1M—3-28-60.

LIBER 138 PAGE 382

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK
280 Park Avenue, South,
New York-10, N.Y.

Vs.

THOMAS E. SHIPLEY and
PHYLLIS L. SHIPLEY, his wife
714 Delaware Avenue,
Glen Burnie, Maryland

Docket 20 Folio 127
Case No. 14,827
Filed

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
[redacted] COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the eighth day of July, A.D. 1955, the defendants Executed and delivered to JAMES W. ROUSE & COMPANY, INCORPORATED, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $5850.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That by mesne assignments said Mortgage became vested in the Plaintiff and is now in default, due to the failure of the Defendants to make the monthly payments provided for therein.

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

And as in duty, &c.

A. Adgate Duer

Niles, Barton, Gans & Markell,
929 North Howard Street
Baltimore-1, Maryland
Attorneys for Plaintiff

FILED
1962 FEB -8 AM 10:16

LIBER 138 PAGE 383

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK,
280 Park Avenue, South,
New York-10, N.Y.

-vs-

THOMAS E. SHIPLEY and PHYLLIS L. SHIPLEY, his wife
714 Delaware Avenue,
Glen Burnie, Maryland

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

****

PETITIONER'S EXHIBIT NO. "1"

****

LIBER 944 PAGE 162 76,169

H-14310

FHA Form No. 2127-H
(Revised January 1953)

MORTGAGE No. 14,827

THIS MORTGAGE, Made this 8th day of July, A. D. 1955, by and between THOMAS E. SHIPLEY AND PHYLLIS L. SHIPLEY, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

JAMES W. ROUSE & COMPANY, INCORPORATED

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~hereinafter called the Mortgagor~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of FIVE THOUSAND EIGHT HUNDRED FIFTY - - - - - - - - Dollars ($ 5,850.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of the mortgagee, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-seven and 03/100 - - - - - - - - - - - - - - Dollars ($ 37.03), commencing on the first day of August, 19 55, 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 July, 1975. 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 5th Dist. Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—85500-5

BEING known and designated as Lot No. 30A, Block L, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 714 Delaware Avenue.

BEING the same property which by Deed of Assignment dated July 8, 1955 and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County, was granted and assigned by Wheeler Holding, Inc. to the within named mortgagors, subject to the payment of an annual ground rent of $90.00, payable in equal half-yearly instalments on the 8th days of July and ~~[illegible]~~ January in each and every year.

SAID mortgagors have this day passed unto said mortgagee their promissory note in said sum, bearing even date herewith and payable with interest as aforesaid.

LIBER 138 PAGE 384

FILED
1962 FEB -8 AM 10:14

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

5M—8-20-52. Anne Arundel County

SHORT ASSIGNMENT
OF MORTGAGE

FROM

Fidelity-Baltimore National Bank and Trust Company

TO

App. H- 14310

The Bank for Savings in the City of New York

Received for Record 24 Feb 1956 at 1030 o'clock A M. Same day recorded in Liber GTC No. 944 Folio 166 etc., one of the LAND Records of Baltimore County, and examined.

Per GEORGE T. CROMWELL, Clerk

RETURN TO:
THE TITLE [illegible] COMPANY
ST. [illegible]
BALTIMORE 2, MD.

Clerk.
1 P.50

3

LIBER 138 PAGE 384 - A

FOR VALUE RECEIVED, and without recourse, FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY hereby assigns the within mortgage and the debt thereby secured unto THE BANK FOR SAVINGS IN THE CITY OF NEW YORK, its successors and assigns.

WITNESS the corporate seal of FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY and the signature of its Vice President this 20th day of February, 1956.

WITNESS:

FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY

George W. Balster, Asst. Cashier.

By: Wm. Tilghman Hemsley

Wm. Tilghman Hemsley, Vice President.

LIBER 944 PAGE 163

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, wall-to-wall carpeting, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air-conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by 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.

LIBER 138 PAGE 384

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 benefits of renewal forever; subject to the payment of the aforesaid annual ground rent.**

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 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 2 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.

16—55300-4

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

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

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

Witness:

Doris M. Fowler
DORIS M. FOWLER

Thomas E. Shipley [SEAL]
Thomas E. Shipley

Phyllis L. Shipley [SEAL]
Phyllis L. Shipley

Phyllis L. Shipley [SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 944 PAGE 106

I HEREBY CERTIFY, That on this 8th day of July, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared THOMAS E. SHIPLEY & PHYLLIS L. SHIPLEY, his wife, known to me, or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

AND at the same time also personally appeared Harry H. Batchelor, the Vice-President of the within named 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.

Recorded- 12 July, 1955; at 11 A.M.

Doris M. Fowler
DORIS M. FOWLER *Notary Public.*

My Commission expires: May 6, 1957.

FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated hereby assigns the within mortgage and the debt thereby secured unto FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY, its successors and assigns.

WITNESS the corporate seal of James W. Rouse & Company, Incorporated and the signature of its Vice-President hereto this 8th day of July, 1955.

WITNESS:

Kathleen Kolby
Kathleen Kolby

JAMES W. ROUSE & COMPANY, INCORPORATED
By Harry H. Batchelor Vice-President

H-14310
Written by hw
Approved by J.C.
Ready for record

5th Dist. A. A. Co.

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, Section 603 pursuant to Section 610, Section 903, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

THOMAS E. SHIPLEY AND WIFE
TO
James W. ROUSE & COMPANY, INCORPORATED
&/or Fidelity-Baltimore National Bank & Trust Company

Received for Record 12 July, 1955 at 11 o'clock A.M. and recorded in Liber No. 944 Folio 105 etc., one of the Records of A.A.Co. Same day examined per

GEORGE T. CROMWELL, Clerk
Cost of Records, $

Recorded- 12 July, 1955 at 11 A.M.

No. Insured

Recorded at the request of the Federal Housing Commissioner
Date of Insurance
Amount of Mortgage
Mortgage recorded in Liber No. Folio
Records of Baltimore County

GEORGE T. CROMWELL, Clerk
FEDERAL HOUSING COMMISSIONER, Lender
By
Authorized Agent

RETURN TO:

ST. PAUL & [illegible]
BALTIMORE [illegible] OFFICE

E-118—1 M—10-28-60.

LIBER 138 PAGE 387 76169

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK
280 Park Avenue, South,
New York-10, N.Y.

VS.

THOMAS E. SHIPLEY and
PHYLLIS L. SHIPLEY, his wife
714 Delaware Avenue,
Glen Burnie, Maryland.

IN THE
ANNE ARUNDEL
Circuit Court for [redacted] County

IN EQUITY.
No. 14,827 Eq.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of THE BANK FOR SAVINGS IN THE CITY OF NEW YORK,

under the mortgage from THOMAS E. SHIPLEY and PHYLLIS L. SHIPLEY, his wife,

to JAMES W. ROUSE & COMPANY, INCORPORATED,

dated the 8th day of July, 19, 55., and recorded among the Land Records of Anne Arundel [redacted] County in Liber G.T.C. No. 944, Folio 162.

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE.....$5,850.00

LESS: AMOUNT PAID ON ACCOUNT THEREOF..... 1,298.53

BALANCE DUE ON PRINCIPAL.....$4,551.47

WITH INTEREST @ 4½% per annum from
October 1st, 1961.

PLUS three (3) Late Charges @ 74¢ each..... 2.22

SUBJECT TO a credit in the Expense Account of
$86.44.

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK,
By:- G. M. Salivar
Assistant Treasurer

STATE OF [redacted] NEW YORK, CITY OF NEW YORK Sct.

I HEREBY CERTIFY, that on this 30th day of January in the year nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of New York, in and for the [redacted] County of New York, personally appeared George M. Salivar, an Assistant Treasurer of THE BANK FOR SAVINGS IN THE CITY OF NEW YORK,

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

Notary Public
GLORIA B. WILSON
Notary Public, State of New York
No. 30-9309350, Qualified in Nassau Co.
Cert. Filed in New York County
COMMISSION EXPIRES MARCH 30, 1962

FILED
1962 FEB -8 AM 10:15

6

76169

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

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK,
280 Park Avenue, South,
New York-10, N.Y.

vs.

THOMAS E. SHIPLEY and

PHYLLIS L. SHIPLEY, his wife
714 Delaware Avenue,
Glen Burnie, Maryland.

LIBER 138 PAGE 388
IN THE

CIRCUIT COURT
FOR
~~[redacted]~~
ANNE ARUNDEL COUNTY
IN EQUITY

Docket 20 Folio 127
No. 14827

Military Affidavit

STATE OF NEW YORK CITY OF NEW YORK TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared G. M. SALIVAR, an Assistant Treasurer of THE BANK FOR SAVINGS IN THE CITY OF NEW YORK, ---------- and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

G. M. Salivar
Affiant.
G. M. Salivar

Subscribed and sworn to before me this 30th day of January 1962.

Notary Public

GLORIA B. WILSON
Notary Public, State of New York
No. 30-9695350, Qualified in Nassau Co.
Cert. Filed in New York County
COMMISSION EXPIRES MARCH 30, 1962

FILED
1962 FEB -8 AM 10:17

E-117—1M—3-28-60.

Decree in Circuit Court for Anne Arundel County.

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK
280 Park Avenue, South,
New York 10, N.Y.

Vs.

THOMAS E. SHIPLEY and
PHYLLIS L. SHIPLEY, his wife
714 Delaware Avenue,
Glen Burnie, Maryland

DOCKET 20 FOLIO 127
CASE NO. 14,827
FILED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

TERM, 19 62.

LIBER 138 PAGE 389

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 9th day of February, in the year nineteen hundred and sixty-two, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that G. WALLACE COLEBURN be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of SIX THOUSAND Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1962 FEB -9 PM 2:52

Matthew S. Crowe
JUDGE

Bond No. 75 40 207

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 14827 Equity

LIBER 11 PAGE 269

LIBER 138 PAGE 390

KNOW ALL MEN BY THESE PRESENTS:

That we, G. Wallace Coleburn, 929 N. Howard Street, Baltimore, 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 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, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of March in the year of our Lord one thousand nine hundred and Sixty-two

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

mentioned in the proceedings in the case of The Bank for Savings in the City of New York

vs:

Thomas E. Shipley and Phyllis L. Shipley, H/W

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden G. Wallace Coleburn

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:

Carrie Kahl
CARRIE KAHL

G. Wallace Coleburn (SEAL)
G. Wallace Coleburn

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

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

MD3116a—500. 6-59 Trustee's Bond

FILED

1962 MAR -6 AM 9:34

Bond approved this 6 day of March 1962

George T. Cromwell Clerk

E-123—1 M—10-28-60.

REPORT OF SALE

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK, 280 Park Avenue, South, New York-10, N.Y. VS. THOMAS E. SHIPLEY and PHYLLIS L. SHIPLEY, his wife 714 Delaware Avenue, Glen Burnie, Maryland

LIBER 138 PAGE 391 —IN THE— CIRCUIT COURT —FOR— Anne Arundel [redacted] COUNTY

EQUITY NO. 14,827

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR [redacted] COUNTY:

The Report of Sale of G. WALLACE COLEBURN, Trustee appointed by the decree in the above entitled cause to make sale of leasehold property known as No. 714 Delaware Avenue, Glen Burnie, Maryland, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the MARYLAND GAZETTE, a weekly Anne Arundel newspaper, published in [redacted] County, for more than three successive weeks preceding the day of sale, said Trustee did, pursuant to said notice, on Friday, the ninth day of March, 1962, at 2:30 o'clock, P. M., attend on the premises and then and there sold

said leasehold property No. 714 Delaware Avenue, Glen Burnie, Maryland, subject to an annual ground rent of Ninety Dollars ($90.00), unto HENRY JOHN WEBER at and for the sum of FIVE THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS ($5,325.00), he being the highest bidder therefor, in accordance with the terms and conditions of the advertisement hereunto annexed.

G. Wallace Coleburn

G. Wallace Coleburn - Trustee.

State of Maryland, CITY [redacted] of Baltimore, Sct.

I Hereby Certify, that on this ninth day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore [redacted] personally appeared G. WALLACE COLEBURN, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1962 MAR 12 PM 4:18

Carrie Kahl

Carrie Kahl - Notary Public

CARRIE KAHL NOTARY PUBLIC

10

NILES, BARTON,
GANS & MARKELL
929 North Howard Street
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

No. 714 DELAWARE AVENUE
GLEN BURNIE, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 9th day of February, 1962, in the case entitled "The Bank for Savings in the City of New York vs. Thomas E. Shipley and Phyllis L. Shipley, his wife" (Decree for sale of mortgaged premises), No. 14,827 Equity, the undersigned Trustee will sell at Public Auction on the premises on

Friday, March 9, 1962
at 2:30 o'clock P. M.

ALL THAT LOT OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 30A, Block L, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 714 Delaware Avenue.

SUBJECT TO an annual ground rent of $90.00, payable half-yearly on the eighth days of January and July in each year.

The improvements consist of a one-story frame dwelling.

The propertey will be sold subject to conditions, restrictions and agreements of record affecting same.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time and place of sale; balance of unpaid purchase money, in cash, upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement at 6 per cent per annum. Ground rent, taxes and all other public charges, including special paving tax, if any, and Sanitary District charges, if any, and all other assessments shall be adjusted to date of sale.

G. WALLACE COLEBURN,
Trustee

E. T. NEWELL & CO., INC.,
Auctioneer M-8

[illegible] Russell Jr., Atty.

LIBER 138 PAGE 392

LIBER 138 PAGE 393

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, TO WIT:

I HEREBY CERTIFY that on this 9th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore ~~aforesaid~~, personally appeared Michael J. Kenick, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Henry John Weber,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Henry John Weber
Per Michael J. Kenick (SEAL)
Purchaser

WILLIAM M. WHITE NOTARY PUBLIC BALTIMORE

William Murray White
Notary Public

FILED

1962 MAR 12 PM 4:13

11

ORDER NISI

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK

versus

THOMAS E. SHIPLEY and PHYLLIS L. SHIPLEY, his wife

LIBER 138 PAGE 394

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,827 Equity

Ordered, this 12th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by G. Wallace Coleburn, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of April next.

The report states that the amount of sale was $ 5,325.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Nile, Barton, Gans & Markell, Attys. 929 N. Howard St. Balto. 1 (Md. Gazette, Mar. 15 edition)

(Final Order)

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK

versus

THOMAS E. SHIPLEY and PHYLLIS L. SHIPLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of April, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 APR 17 PM 3:07

12

NILES, BARTON,
GANS & MARKELL
929 North Howard Street
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

No. 714 DELAWARE AVENUE
GLEN BURNIE, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 9th day of February, 1962, in the case entitled "The Bank for Savings in the City of New York vs. Thomas E. Shipley and Phyllis L. Shipley, his wife" (Decree for sale of mortgaged premises), No. 14,827 Equity, the undersigned Trustee will sell at Public Auction on the premises on

Friday, March 9, 1962
at 2:30 o'clock P. M.

ALL THAT LOT OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 30A, Block L, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 714 Delaware Avenue.

SUBJECT TO an annual ground rent of $90.00, payable half-yearly on the eighth days of January and July in each year.

The improvements consist of a one-story frame dwelling.

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time and place of sale; balance of unpaid purchase money, in cash, upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement at 6 per cent per annum. Ground rent, taxes and all other public charges, including special paving tax, if any, and Sanitary District charges, if any, and all other assessments shall be adjusted to date of sale.

G. WALLACE COLEBURN,
Trustee

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

M-8

No. 13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 395

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1962

We hereby certify, that the annexed

Trustee's Sale
Thomas E. Shipley 14,827
"No. 714 Delaware Ave"

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 March, 1962. The first insertion being made the 15th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
MAR. 1962
P. 15 M. 4:3

By Hazel Tilghman

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 396

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,827

Thomas E. Shipley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1962. The first insertion being made the 15th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 28696

1962 APR 12 PM 3:55

14.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,827 Equity
THE BANK FOR SAVINGS IN THE CITY OF NEW YORK
VERSUS
THOMAS E. SHIPLEY and PHYLLIS L. SHIPLEY, his wife

Ordered, this 12th day of March 1962, That the sale of the property in these proceedings mentioned made and reported by G. Wallace Coleburn, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of April next.

The report states that the amount of sale was $5,325.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk

A-5

In the Case of

LIBER 138 PAGE 397

THE BANK FOR SAVINGS IN THE CITY OF NEW YORK

VS.

THOMAS E. SHIPLEY AND PHYLLIS L. SHIPLEY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

NO. 14,827 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 the proceedings the notices required by Maryland Rule 595(g).

All of which is respectfully submitted.

May 9, 1962

John H. Hopkins, IV Auditor.

FILED

1962 MAY -9 AM 9:10

Dr. The Bank For Savings In The City Of New York vs. Thomas E. Shipley and Phyllis L. Shipley, his wife in ac.

To Trustee for fee, viz:			50	00		
To Trustee for commissions, viz:			191	05	241	05
To Trustee for court costs, viz:						
Plaintiff's solicitors appearance fee			10	00		
Clerk of courts - court costs			28	00		
Auditor - stating this account			25	00	63	00
To Trustee for expenses, viz:						
Capital Gazette Press - advertising sale			57	76		
Capital Gazette Press - Order Nisi, sale			15	00		
Fidelity & Deposit Co. - Bond premium			24	00		
E.T. Neweel & Co. - Auctioneer fee			35	00		
One-half cost Federal documentary stamps			3	02		
One-half cost State documentary stamps			6	05		
1962 State & County taxes - 2 months, 9 days			27	74		
1962 water rent - 2 months , 9 days			9	66		
Ground rent ($90.00) - 2 months, 1 day			15	25		
Gloria B. Wilson - Notary fees			1	00		
Carrie Kahl - Notary fee				50		
Registered mail costs - notices				74		
Judgment reports			4	00		
Telephone calls			5	94	205	66
To Trustee for liens, viz:						
The Bank For Savings In The City Of New York						
In full for claim filed		4,551	47			
Interest on principal balance ($4,551.47) @4½% (10/1/61 to 5/24/62)		131	90			
3 late charges @ 0.74		2	22		4,685	59
Balance for distribution:						
To Thomas E. Shipley and Phyllis L. Shipley, his wife - Surplus			259	47	259	47
					5,454	77

16

with G. Wallace Coleburn, Trustee

				Cr.
1962				
March	9	Proceeds of sale	5,325 00	
		Interest on balance purchase money ($4,825.00) 3/9/62 to 5/3/62	43 33	5,368 33
		Credit in expense account of mortgagors	86 44	86 44
			5,454 77	

LIBER 138 PAGE 400

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 25 cts day of May, 19 67, 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

1967 MAY 25 AM 10:33

George T. Cromwell, Clerk

per aej - Deputy

LIBER 138 PAGE 401

IN THE MATTER OF THE ESTATE : EQUITY NO. 12,952
OF ROBERT H. ELLIOTT, INCOMPE- : IN THE CIRCUIT COURT FOR
TENT : ANNE ARUNDEL COUNTY
: : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of Ellen Tyler Elliott, wife of Robert H. Elliott, respectfully shows unto your honors:

First. That Robert H. Elliot, a retired Government Employee, and a citizen of Annapolis, State of Maryland, was committed to Spring Grove State Hospital, Catonsville, Maryland, on April 21, 1958, and has been a patient at that Hospital since that time.

Second. Your Petitioner further states that the Said Robert H. Elliott, by reason of his incompetency, is unable to manage his affairs, and to substantiate this allegation certificates of Dr. Bruno Radauskas, M. D. and Dr. Gertrude J. Fleischmann, M. D., both of whom are members of the staff of Spring Grove State Hospital, who have been in attendance on and have examined the said Robert H. Elliott, are filed herewith and prayed to be taken as a part hereof.

Third. That the said Robert H. Elliott is married, his nearest relative being his wife, Ellen Tyler Elliott, the Petitioner.

Fourth. That the Estate of the said Robert H. Elliott, consists of a Retirement check from the United States Government each in the amount of $218.00 per month and at present there are four of these checks due and payable. He and his wife, the petitioner are the holders of title to Real Estate as tenants by the entirety, located in Annapolis, Maryland.

Fifth. Your Petitioner states that in view of the mental condition of the said Robert H. Elliott it is necessary that a committee be appointed for his person and estate in order that he may receive the proper medical and nursing attention; that his affairs may be administered; and that his estate be conserved.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises directing that the said Robert H. Elliott be summoned to appear in this Court within ten days of the filing of

FILED
1958 NOV 10 P M 2:11

this petition, and that a copy of the summons and of this Petition and Order be served on Isador Turk, M. D., Superintendant, Spring Grove State Hospital, Baltimore 28, Maryland, where the said Robert H. Elliott is now a patient;and that the Petition be set for hearing on a day and date to be fixed by this Court.

AND AS IN DUTY BOUND, etc.

Ellen Tyler Elliott
Ellen Tyler Elliott, Petitioner
(Mrs. Robert H. Elliott)

George X Tullman
Solicitor for Petitioner

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

I hereby certify that on this 12th day of November, in the year 1958, before, me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ellen Tyler Elliott, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
Notary Public

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 13th day of November, 1958, that the said Robert H. Elliott be summoned to appear and answer this Petition on or before the 23rd day of November next; Provided, however, that within said period a copy of the summons, Petition and of this Order be served upon Isador Turk, M. D., Superintendant, Spring Grove State Hospital, Baltimore, Md.; and further, to show cause, if any there be, on or before the 28th day of November, 1958, why the Petition of Ellen Tyler Elliott should not be granted as prayed; and ORDERED further, that the matter of said Petition be and it is hereby set for hearing on the 28th day of November, 1958, at 10 o'clock, A M.

FILED
1958 NOV 14 PM 12:09

Matthew S. Graves
Judge

Physician's Certificate of Mental Incompetence

LIBER 138 PAGE 403

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 6th day of November, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Gertrude J. Fleischmann, M.D. who made oath in due form of law that she is and has been for the past 12 years a neuropsychiatrist in the Spring Grove State Hospital, Catonsville, Md. that Robert H. Elliott was admitted as a patient in the Spring Grove State Hospital on the 21st day of April, 19 58, and has been ever since and is now a patient therein; that in the course of her duties she has attended the said Robert H. Elliott from time to time, her last examination being on November 6, 1958, that from the opportunity afforded her of observing the said Robert H. Elliott, she is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenic reaction, paranoid type, that the nature of such mental disability is characterized by delusions, hallucinatory experiences, persecutory ideas, suspiciousness, and fear of being killed;

that the extent and probable duration of the incompetency of the said Robert H. Elliott is total and will remain so for an indefinite period of time.

SHe is further of the opinion that due to the present condition of Robert H. Elliott, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

Gertrude J. Fleischmann, M.D.

Gertrude J. Fleischmann, M. D. AFFIANT

Sworn to before me this 6th day of November, 19 58

Vincent F. Ferri NOTARY PUBLIC

My commission expires: May 4, 1959

FILED

SG.62A

1958 NOV 12 PM 3:52

Physician's Certificate of Mental Incompetence

LIBER 138 PAGE 404

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 4th day of November, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Bruno Radauskas, M.D. who made oath in due form of law that he is and has been for the past 8 years a neuropsychiatrist in the State of Maryland that Robert H. Elliott was admitted as a patient in the Spring Grove State Hospital on the 21st day of April, 1958, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Robert H. Elliott from time to time, his last examination being on November 4, 1958, that from the opportunity afforded him of observing the said Robert H. Elliott, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenic reaction, paranoid type, , that the nature of such mental disability is characterized by delusions, ideas of persecution, impairment of affect and morbid suspiciousness ; that the extent and probable duration of the incompetency of the said Robert H. Elliott is total and will remain so for an indefinite period of time .

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

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

Sworn to before me this 4th day of November, 19 58

Vincent F. Ferri NOTARY PUBLIC

My commission expires: May 4, 1959

FILED
1958 NOV 12 PM 3:52

S.G.82A

4

LIBER 138 PAGE 405

IN THE MATTER OF THE ESTATE OF : EQUITY NO. 12,956

ROBERT H. ELLIOTT, INCOMPETENT : IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

: : :

D E C R E E

A hearing having been had on the Petition of Ellen Tyler Elliott, it appearing that summons has been served in accordance with the Court's Order of the 13th day of November, 1958, and the Petition and affidavits having been read and considered:

IT IS THEREUPON, this 29th day of November in the year 1958, ADJUDGED AND ORDERED that Robert H. Elliott is not competent to manage his person and estate; and it is further ORDERED that Ellen Tyler Elliott be, and she is hereby appointed Committee of the Person and Estate of the said Robert H. Elliott with full power and authority to take charge of and manage the property and to assume control of the Person of Robert H. Elliott under the direction of this Court; but before the said Committee shall proceed to act as such Committee she shall give bond to the State of Maryland with security to be approved by this Court or the Clerk thereof, in the penalty of $1,000.00 for the faithful discharge of her duties as such committee.

Matthew S. Evans
JUDGE

FILED
1958 NOV 29 AM 11:12

5

1

Equity #12,956

LIBER 138 PAGE 406 LIBER 9 PAGE 483

KNOW ALL MEN BY THESE PRESENTS:

That we, Ellen Tyler Elliott, Annapolis, Anne Arundel County, State of Maryland as principal, and National Surety Corporation, a corporation of the State of New York, authorized by its charter to become sole surety on bonds and authorized to engage in business in the State of Maryland and held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) 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 outselves, 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, this 2nd day of December in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

WHEREAS, the above bounden Ellen Tyler Elliott, by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed Committee to take charge and manage the estate mentioned in the proceedings in the case of "In the matter of the Estate of Robert H. Elliott, Incompetent" Equity #12,956

now pending in said court:

Now the Condition of the above obligation is such,

THAT IF THE ABOVE BOUNDEN Ellen Tyler Elliott, do and shall well and faithfully perform the trust reposed in her by said decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness:
Eleanor B. Waring

I Ellen Tyler Elliott (SEAL)
Ellen Tyler Elliott (Mrs R.H.)

NATIONAL SURETY CORPORATION
by: George E. Rullman
George E. Rullman, Attorney in fact

Signed sealed and delivered in the presence of;
Carol Cummings

FILED
1958 DEC -2 PM 2:12

LIBER 138 PAGE 407

IN THE MATTER OF THE ESTATE	:	EQUITY NO. 12,956
OF ROBERT H. ELLIOTT,	:	IN THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY

PETITION FOR THE SALE OF THE INTEREST OF THE INCOMPETENT IN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ellen Tyler Elliott, Committee of the Person and Estate of Robert H. Elliott, Incompetent, respectfully shows unto your Honors:

First: That by an Order of this Honorable Court passed on the 29th day of November, in the year 1958, your Petitioner was appointed Committee of the Person and Estate of Robert H. Elliott, Incompetent, and filed bond in accordance with said Decree with the Clerk of this Court, which bond has been duly approved.

Second: That by deed dated September 28, 1948 from Robert G. Norfolk and Mary E. Norfolk, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 491 folio 440, Robert H. Elliott and Ellen Tyler Elliott, his wife, obtained title as tenants by the entirety

ALL that lot of ground situate on the East side of the road leading from Harness Creek to Annapolis, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point in the centre of the road leading from Annapolis to Harness Creek (said point of beginning being North 4 degrees 5 minutes West 86.67 feet from the beginning of the conveyance from Sheckells to Frank Smith, et al, as recorded in Liber W.N.W. 97, folio 128, etc.); thence leaving said road and running across the whole lot and with the line of Lot Number 1, North 83 degrees 12 minutes East 221.7 feet and North 88 degrees 50 minutes East 114.2 feet to the shore line of Harness Creek; thence with the shore line of said Creek North 62 degrees 25 minutes East 12.33 feet; thence leaving said Creek North 75 degrees 4 minutes West 129 feet and North 84 degrees 32 minutes West 225.8 feet to the centre line of said road; thence with the centre line of said road South 4 degrees 5 minutes East 86.67 feet to the beginning. Containing .34 acres, more or less, according to a survey and plat of same made by Edward Hall, Jr., Surveyor, February 1930; said lot being designated as Lot Number 2.

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A certified copy of said deed is filed herewith and prayed to be taken as a part hereof and marked Petitioner's Exhibit No. 1.

Third: The above described property owned by the Petitioner and her husband is improved by a dwelling which is in need of repairs and has been unoccupied by them for a considerable period of time and at present is yielding no income, Your Petitioner has negotiated a Contract of Sale for this property with Harry Leeds Heidler and Beatrice May Heidler, his wife, at and for the sum of Six Thousand five hundred Dollars ($6500.00) of which Three Hundred Dollars ($300.00) has been paid on account and the balance, Six thousand two hundred Dollars ($6200.00) of said purchase price is payable in cash upon ratification of the sale by this Honorable Court. A copy of said Contract is filed herewith as Petitioner's Exhibit No. 2 and prayed to be taken as a part hereof. Your Petitioner further states unto your Honors that it would be to the best advantage of this estate if the property mentioned herein be sold and the proceeds therefrom be used for the benefit of the Incompetent and for his support and maintenance and expended as necessary under Orders of this Court., or to reduce mortgage obligations.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order in the premises authorizing and ordering your Petitioner to execute a deed conveying the property mentioned herein to Harry Leeds Heidler and Beatrice May Heidler, his wife, in accordance with the terms of the Contract of Sale filed herewith.

AND, AS IN DUTY BOUND, etc.

George E. Rullman, Jr.
George E. Rullman
Solicitors for Committee

Ellen Tyler Elliott
Ellen Tyler Elliott
Committee of the Person and
Estate of Robert H. Elliott,
Incompetent

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

I hereby certify that on this 29th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, Personally appeared Ellen Tyler Elliott, Committee of the Person and Estate of Robert H. Ellioft, Incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

Marion G. Smith
Marion G. Smith Notary Public

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LIBER 138 PAGE 409

Upon the foregoing Petition, Exhibits, and Affidavit, it is thereupon this 3d day of May, in the year 1960 by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered and Decreed that Ellen Tyler Elliott, Committee of the Person and Estate of Robert H. Elliott, Incompetent, take testimony before one of the standing Examiners of this Court for the purpose of sustaining the statements and allegations contained in this Petition.

Benjamin Richardson
JUDGE

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LIBER 491 PAGE 440 LIBER 138 PAGE 410

THIS DEED, made this 28th day of September, in the year Nineteen Hundred and forty-eight (1948), by and between Robert G. Norfolk and Mary E. Norfolk, his wife, parties of the first part, hereinafter called "GRANTORS"; and Robert H. Elliott and Robert H. Elliott and Ellen T. Elliott, his wife, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple,

All that lot of ground situate on the East side of the road leading from Harness Creek to Annapolis, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point in the centre of the road leading from Annapolis to Harness Creek (said point of beginning being North 4 degrees 5 minutes West 86.67 feet from the beginning of the conveyance from Sheckells to Frank Smith, et al, as recorded in Liber W.N.W. No. 97, folio 128, etc.); thence leaving said road and running across the whole lot and with the line of Lot Number 1, North 83 degrees 12 minutes East 221.7 feet and North 88 degrees 50 minutes East 114.2 feet to the shore line of Harness Creek; thence with the shore line of said Creek North 62 degrees 25 minutes East 12.33 feet; thence leaving said Creek North 75 degrees 4 minutes West 129 feet and North 84 degrees 32 minutes West 225.8 feet to the centre line of said road; thence with the centre line of said road South 4 degrees 5 minutes East 86.67 feet to the beginning. Containing .34 acres, more or less, according to a survey and plat of same made by Edward Hall, Jr., Surveyor, February 1930; said lot being designated as Lot Number 2.

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EXHIBIT 1

Examiner's Exh. #1
Matter of Robert Elliott
#12,936 County
Malcolm B. Smith
Exp. Unit

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Being the same property which was conveyed to the said GRANTORS by William L. Elliott and Helen F. Elliott, his wife, et al, by deed dated April 26, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 355, folio 446.

TOGETHER with the buildings and improvements thereon and all and every the rights, roads, waters, privileges and appurtenances thereto belonging, or in anywise appertaining, and especially the right of way to the use in common of the road leading from the property hereby conveyed to the farm road as now laid out, running through the whole tract, of which this is a part, to the County Road, which roads shall remain open, free and unobstructed at all times as a right of way for the benefit of the said GRANTEES, their heirs or assigns.

TO HAVE AND TO HOLD the hereinbefore described property unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said GRANTORS hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the said GRANTORS.

TEST:

Ruby W. Chaney

Robert G. Norfolk (SEAL)
Robert G. Norfolk

Mary E. Norfolk (SEAL)
Mary E. Norfolk

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

I hereby certify that on this 28th day of September, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert G. Norfolk and Mary E. Norfolk, his wife, and each acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney, Notary Public

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO.

Recorded-28th-Sept-1948-at-2:45-P.M.

LIBER 138 PAGE 412

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 491 Folio 441, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2nd day of May, A.D. 1960.

George T. Cromwell E.M. CLERK

GEORGE T. CROMWELL.

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CONTRACT OF SALE

LIBER 138 PAGE 413

THIS AGREEMENT, Made this 27 day of April, nineteen hundred sixty (1960), by and between Ellen Tyler Elliott, Individually, and Ellen Tyler Elliott, Committee of the person and estate of Robert H. Elliott, Incompetent, appointed by an Order of the Circuit Court of Anne Arundel County in Equity No. 12,956 under date of November 29, 1958, party of the first part, hereinafter called "VENDOR", and Harry Leeds Heidler and Beatrice May Heidler, his wife, parties of the second part, hereinafter called "VENDEES".

WITNESSETH: That the said VENDOR does hereby bargain and sell unto the said VENDEES and the latter do hereby purchase from the former the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, on the east side of the road leading from Harness Creek to Annapolis, containing .34 acre of land, more or less, and fully and accurately described in a deed from Robert G. Norfolk and Mary E. Norfolk, his wife, to Robert H. Elliott and Ellen T.Elliott, his wife, dated September 28, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 491, folio 440. Subject, however, to the ratification of the Circuit Court for Anne Arundel County of this sale.

AT and for the price of $6,500.00, of which $300.00 having been paid prior to the signing of this agreement and the balance of said purchase price in the amount of $6,200.00 to be paid upon ratification of this contract by the Circuit Court of Anne Arundel County in Equity.

AND upon the payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendees' expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendees, clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

ALL taxes and other assessments of every description

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Examiner's Exh #2
Matter of Robt Elliott
#12956 County

EXHIBIT 2

Examiner

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shall be adjusted to the day of transfer.

TEST:

Henrietta Calabrese

Ellen S. Elliott (SEAL)
Ellen Tyler Elliott,
Individually,

Ellen S. Elliott (SEAL)
Ellen Tyler Elliott,
Committee of the Person and
Estate of Robert H. Elliott,
Incompetent

George E. Pullman Jr.

Harry Leeds Heidler (SEAL)
Harry Leeds Heidler

Beatrice May Heidler (SEAL)
Beatrice May Heidler

LIBER 138 PAGE 415

IN THE MATTER OF	*	IN THE
THE ESTATE OF	*	CIRCUIT COURT
ROBERT H. ELLIOTT,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	EQUITY #12,956

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

April 6, 1961

Present:

Marvin I. Anderson, Solicitor for Complainant

Malcolm B. Smith, Court Examiner

Mrs. Connie Tuers, Court Stenographer

Witnesses:

Vinton T. Bull, pages 2 - 3

Eldridge S. Wilkerson, pages 4 - 5

Marvin I. Anderson, page 6

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Vinton T. Bull, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

(CERTIFIED COPY OF DEED FROM ROBERT G. NORFOLK AND WIFE TO ROBERT H. ELLIOTT AND WIFE DATED SEPTEMBER 28, 1948 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH 491 FOLIO 441 FILED AS EXAMINER'S EXHIBIT #1)

(CONTRACT OF SALE DATED APRIL 28, 1960 BETWEEN ELLEN TYLER ELLIOTT AND ELLEN TYLER ELLIOTT COMMITTEE OF THE PERSON AND ESTATE OF ROBERT H. ELLIOTT, INCOMPETENT, FOR THE SALE OF THE PROPERTY DESCRIBED IN THE NORFOLK DEED FILED AS EXAMINER'S EXHIBIT #2)

1. Mr. Bull, what is your full name and address?

A. Vinton Thomas Bull, Edgewater.

2. And what position do you hold with the County?

A. Supervisor of Assessments, Anne Arundel County.

3. How long have you been Supervisor of Assessments of Anne Arundel County?

A. 1957.

4. And before that, were you in the assessing offices?

A. Yes.

5. And are you familiar with the property described in this deed which I have mentioned and the Contract of Sale?

A. Yes.

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6. What does it consist of?

A. It consists of -- known as Lot #2, .34 of an acre in theSecond Election District of Anne Arundel County. Which is a -- sort of a triangular lot consisting of a four room frame cottage.

7. Is it on the waterfront?

A. There is about twelve feet of it is, it goes to the creek.

8. Have you formed an opinion as what would be the fair market value of that property?

A. Certain I would feel that the price that has been considered as a contract here would be certainly very fair so far as the market value of this property.

9. That contract price is $ 6500?

A. That's right.

10. What is the property aasessed for?

A. Property is assessed for $2600-- $2685.

11. Is the property occupied or vacant?

A. I don't know.

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 Vinton K. Bull

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Eldridge Shepherd Wilkerson, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

1. What's your full name?

A. Eldridge Shepherd Wilkerson.

2. And your address?

A. Tracy's Landing.

3. What position do you hold with the County?

A. Assistant Supervisor of Assessments.

4. And have you -- areyou familiar with the property described in the contract of sale between the Elliotts and the Heidlers which I have mentioned?

A. I am.

5. And have you -- how much experience have you had in appraising property?

A. It will be two years as Assistant Supervisor. Been affliated with the Assessment Department since 1951.

6. Are you familiar with the fair market value of the property under consideration?

A. Yes, I am.

7. And how much is that property assessed for?

A. Approximately $2600.

8. And what, in your opinion, is the fair market value of that property?

A. I feel that the $6500 is a very fair, if not above average present day market value on it.

9. In other words, you feel that the sale price would be fair to the Incompetent?

A. I do.

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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 Eldridge S. Williamson

Marvin I. Anderson, a witness of lawful age having been duly sworn, deposes and says:

Marvin I. Anderson, 92 Franklin Street, Attorney at Law, Counsel for Mrs. Helen Tyler Elliott. Mrs. Elliott is employed by the Board of Education of Anne Arundel County and her husband has been committed to Spring Grove. At the present time Mrs. Elliott is in the hospital and has been for several weeks and the income of the Elliott's has been considerably reduced and probably will be more reduced in the future. Certainly they are under considerable expense. I am familiar with the matter having assisted in the preparation of the accounts filed in this case and I know there is a mortgage on the property held by the County Trust Company and that the mortgage is in default. And unless this property is sold and the money applied on account of the mortgage indebtedness the mortgage will probably be foreclosed. I have discussed this matter with the officials of the bank as well as with Mr. Rullman, who represents the bank, and I think this is a very -- a fair statement of the status of the mortgage. I filed herewith a letter addresssed to me by Mr. Tilden O. Atwell, the Vice-President, setting forth the present status of the mortgage as Examiner's Exhibit #3.

(LETTER FILED AS EXAMINER'S EXHIBIT #3)

There is no income being produced by this -- from this property at the present time.

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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 . . . . . .

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

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

Witness my hand and seal this 11th day of April, 1961.

Malcolm B. Smith Examiner (SEAL)

M.S. $10.00

C. T. $10.00

#12957

COUNTY TRUST COMPANY OF MARYLAND

ANNAPOLIS, MARYLAND

TILDEN O. ATWELL
VICE PRESIDENT

LIBER 138 PAGE 425

March 30, 1961

Mr. Marvin I. Anderson, Attorney
92 Franklin Street
Annapolis, Maryland

Re: Mortgage of Robert H. Elliott and
Ellen Tyler Elliott
Unpaid Balance $30,623.17

Dear Mr. Anderson:

This mortgage loan was made on June 12, 1957, for $40,000.00, to be repaid in monthly installments of $460.80, which were first to be applied to interest and the remainder to principal. Because of various unforeseen circumstances which ensued from time to time, payments were modified several times.

If payments on this loan had been made in accordance with the original terms of the mortgage, the unpaid balance as of this writing would be $25,120.80. Therefore in order to bring this account up to date and cure the default, a payment of $5,502.37 on the principal will be necessary. If this is done, the resumption of regular payments at the rate of $460.80 per month will begin on May 6, 1961.

Very truly yours,

Tilden O. Atwell
Vice President

TOA:hlc

Examiner's Exh. #3
Maker of Note, Elliott
#12 956 Equity

Examiner.

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1961 APR 11 PM 3:34

LIBER 138 PAGE 426

IN THE MATTER OF THE	:	NO. 12,956 EQUITY
ESTATE OF	:	IN THE
ROBERT H. ELLIOTT, Incompetent	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

Submission for Decree.

We hereby submit for an immediate ratification and decree the sale of the property by Ellen Tyler Elliott, Committee for Robert H. Elliott, incompetent.

Harry Leeds Heidler
Harry Leeds Heidler

Beatrice May Heidler
Beatrice May Heidler

Marvin I. Anderson, Attorney for Ellen Tyler Elliott, individually and as Committee for Robert H. Elliott, incompetent

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1961 APR 11 PM 3:50

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IN THE MATTER OF THE : NO. 12,956 EQUITY

ESTATE OF LIBER 138 PAGE 427 : IN THE

ROBERT H. ELLIOTT, : CIRCUIT COURT
Incompetent

: FOR

: ANNE ARUNDEL COUNTY

: : : :

D E C R E E

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is therefore ADJUDGED, ORDERED AND DECREED this 17th day of April, 1961, by the Circuit Court for Anne Arundel County sitting in Equity, that the said Ellen Tyler Elliott, Committee for Robert H. Elliott, be, and she is hereby authorized to sell the property described in these proceedings, owned by Robert H. Elliott and Ellen Tyler Elliott, as tenants by the entireties, and mentioned and described in the Agreement of Sale and Purchase filed in these proceedings; and that said Agreement of Sale and Purchase made by and between the said Ellen Tyler Elliott for herself, individually,and the incompetent, and Harry Leeds Heidler and Beatrice May Heidler, be, and the same is hereby ratified, confirmed and approved and that the said Ellen Tyler Elliott, Committee as aforesaid, upon payment of the purchase price mentioned in said agreement, but not before, shall with Ellen Tyler Elliott, individually, convey to Harry Leeds Heidler and Beatrice May Heidler, all their right, title and interest in and to the aforesaid property and land in accordance with the terms and conditions of said Agreement of Sale and Purchase.

And it is further, ADJUDGED, ORDERED AND DECREED, that, after receiving the whole purchase price, the said Committee shall apply the proceeds of sale on account of the mortgage indebtedness of the County Trust Company and shall bring into Court the surplus, if there be a surplus arising from said sale, to be held, distributed or invested as this Court shall determine under the direction of this Court, after deducting the costs, and such commissions and fee to the Committee as this Court shall think proper to allow.

Benjamin Nicholson
Judge

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LIBER 138 PAGE 429

IN THE MATTER OF THE	:	NO. 12,956 EQUITY
ESTATE OF	:	IN THE
ROBERT H. ELLIOTT, Incompetent	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : :

Petition for sale of real estate.

To the Honorable, the Judges of said Court:

The petition of Ellen Tyler Elliott individually and as Committee of Robert H. Elliott, Incompetent, respectfully shows:

1. That heretofore she was duly appointed Committee of her husband, Robert H. Elliott, Incompetent and has duly qualified as such Committee by filing bond.

2. That by deed dated October 29, 1940, John M. Dawes and wife conveyed to your petitioner and her husband, as tenants by the entireties, 1.02 acres of land on Harness Creek in the Second Election District of Anne Arundel County, improved by a small summer cottage, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 228 folio 434.

3. That although the property is temporarily rented it has been unincome producing and your petitioner has contracted to sell same to William J. Williams and Ruby L. Williams, his wife, for the sum of $12,750.00, of which $500.00 has been paid and the balance of the purchase price in cash upon ratification of the sale by this Court. A copy of said contract is attached hereto marked "Exhibit A".

4. That said property and other property owned by your petitioner and her husband is subject to a mortgage to the County Trust Company; that State and County taxes for the years

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1961 JUL 14 PM 12:03

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1960 and 1961 are due on all the property owned by your petitioner and her husband; that City taxes for the years 1959, 1960 and 1961 are due on all the property owned by your petitioner and her husband in the City of Annapolis and said property is about to be advertised for the non-payment of taxes; that your petitioner borrowed the sum of $500.00 from her brother, Robert E. Tyler, in order to pay a portion of the fuel oil bill due by the Estate; your petitioner has been confined in the hospital and is in ill health; and that it is advantageous and necessary to sell the property to pay taxes, to enable your petitioner and her husband to support themselves and minor son and to reduce the indebtedness on their property.

Wherefore, your petitioner prays that a decree be passed ratifying and confirming the contract of sale and authorizing your petitioner to apply a portion of the proceeds of sale to the payment of the mortgage; to pay all taxes due and owing on the properties and to pay Robert E. Tyler the sum of $500.00 for money borrowed to pay on account of fuel oil bill.

Attorney for Petitioner

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 11th day of July

nineteen hundred and sixty-one, between ELLEN TYLER ELLIOTT, Individually and as Committee for Robert H. Elliott, Incompetent, parties

LIBER 138 PAGE 431

of the first part and

WILLIAM J. WILLIAMS, JR. and RUBY L. WILLIAMS, his wife, parties

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in on Harness Creek, containing 1.02 Acres, more or less, and being the same property which was conveyed to the said Robert H. Elliott and Ellen Tyler Elliott, his wife, by John M. Dawes, Jr. and wife, by deed dated October 29, 1940, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 228, folio 434.

At and for the price of Twelve thousand seven hundred fifty ($12,750.00) -- Dollars, of which Five hundred ($500.00) - Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: upon ratification of the sale by the Circuit Court for Anne Arundel County in No. 12,956 Equity. Subject also to a release of the said property by the County Trust Company from its mortgage dated June 12, 1957.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be adjusted to the date of the transfer. Each side to pay one-half of the Stamp taxes on deed.

~~to be paid or allowed for by the Vendor to nineteen hundred and~~

~~Time is the essence of this contract~~

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JUL 14 1961
PM 12:03

Witness our hands and seals.

TEST:

Marvin T. Anderson
(as to Ellen Tyler Elliott, Indiv. and as Comm. for R.H.E., Incomp)

Gladys L. Doughty
(as to W.J.W., Jr.)

Gladys L. Doughty
(as to R.L.W.)

Ellen Tyler Elliott [SEAL]
Ellen Tyler Elliott

Ellen T. Elliott, Comm. for R.H. Elliott [SEAL]
Ellen Tyler Elliott, Committee for Robert H. Elliott, Incompetent

William J. Williams Jr. [SEAL]
William J. Williams, Jr.

Ruby L. Williams [SEAL]
Ruby L. Williams

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Exhibit "A"

LIBER 138 PAGE 432

ORDER OF COURT

Ordered this 14th day of July in the year Nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County that Ellen Tyler Elliott, Committee for Robert H. Elliott be and she is hereby authorized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said petition.

Matthew S. Evans
Judge

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1961 JUL 17 AM 11:52

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LIBER 138 PAGE 433

IN THE MATTER OF THE	*	IN
ESTATE OF	*	THE CIRCUIT COURT
ROBERT H. ELLIOTT,	*	FOR
Incompetent	*	ANNE ARUNDEL COUNTY
	*	NO. 12,956 EQUITY

* * *

TESTIMONY ON BEHALF OF PETITIONER

July 18, 1961

Present:

Mr. Marvin I. Anderson, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Vinton T. Bull, pages 2 - 4.

Eldridge S. Wilkerson, pages 5 - 6.

Marvin I. Anderson, pages 7 -8.

FILED

1961 JUL 20 PM 12:08

Vinton T. Bull, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 What is your full name and address?

A Vinton T. Bull, Edgewater, Maryland.

2 What is your position?

A Supervisor of Assessments.

3 And how long have you been Supervisor of Assessments for Anne Arundel County?

A Since 1957.

4 And are you familiar with 1.02 acres of land on Harness Creek that was conveyed by John M. Dawes to Robert H. Elliott and wife, and Ellen Tyler Elliott, recorded in Liber J.H.H. No. 228, folio 434?

A That's correct, I am.

5 And have you made an appraisal of that property?

A Yes sir.

6 When did you see the property last?

A Actually, I looked at the property yesterday morning, a revaluation on the property was made about 20 days ago. And after this was called to my attention I looked at it again yesterday.

7 Ellen Tyler Elliott, individually, and as committee for Robert H. Elliott has entered into a contract for a sale of that property to William J. Williams, Jr. and his wife, for the sum of Twelve Thousand Seven Hundred and Fifty Dollars ($12,750.00), and I ask you, in your opinion, is that a fair and reasonable price for the property?

A I would certainly say that, in my opinion, from what I found

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on the property, and by full investigation of it, that that would be a very fair and, in my opinion, good price for it.

8 What does the property consist of?

A Well, actually, it has a bungalow, a frame bungalow on it; it has a cheap frame garage, and a pier and a small boathouse, if you want to call it a boat house, and it's right in front of the property. It's approximately 100 feet on the water, approximate, I would say. I didn't measure it, there were so many bushes and all, it's grown up property, but from the sidelines of the cleared properties on each side it's approximately 100 feet that borders on that creek, Harness Creek.

9 And what is that property assessed for?

A It's assessed for Thirty Nine Hundred and Sixty Dollars ($3960.00).

10 How much on the land, have you got the breakdown?

A Fifteen Hundred on the land, incidentally, this tax bill shows the valuation of the property for 1961, which indicates Fifteen Hundred Dollars on the land, and Eighteen Hundred and Fifty Five Dollars on the improvements, total of Thirty Three Fifty Five.

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

A Well, in my opinion, I felt that Ten Thousand Dollars market va value was certainly a fair market value. I think that Twelve Thousand Seven Hundred and Fifty Dollars is an exceptionally good price. My opinion here, and the findings in this property was that the bungalow is of cheap construction, but the location, the land is very good. There-

fore, it is felt that the Ten Thousand Dollar value would be fair.

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 Victor T. Bull

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

(Mr. Anderson)

1 What is your full name?

A Eldridge S. Wilkerson.

2 And what is your position with the County?

A Assistant Supervisor of Assessments.

3 And are you familiar with the property on Harness Creek consisting of 1.02 acres and a summer cottage, which is being sold to William J. Williams, Jr. and his wife?

A I am.

4 And have you examined the property?

A I have.

5 When did you last see the property?

A Yesterday.

6 Now, in your opinion, what is the fair market value of that property?

A I've broken it down here, I come up with Ten Thousand Five Hundred Dollars ($10,500.00) being the fair market value. I broke it down, land value at $4000.00, the dwelling at $5000.00, and the garage, boathouse and pier $1500.00, total of $10,500.00. A lot of condition was allowed on the house, of course, the house is very cheap composition roof, wood shingle siding, house is 20 x 24 main section with enclosed porch on the side and the condition is very poor.

7 Then you apparently feel that this is an advantageous sale in so far as the incompetent and the other interested parties?

A I feel the sale is a little above average.

(Mr. Klawans)

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(Mr. Klawans)

8 You are familiar with the values of real estate in this area?

A 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 Eldridge S. Wilkerson.....

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Marvin I. Anderson, a witness of lawful age being first duly sworn, deposes and says:

"Marvin I. Anderson, solicitor for Ellen Tyler Elliott, individually, and as committee of the Estate of Robert H. Elliott, testifies as follows:

That he is familiar with the property, having visited it, and having also been familiar with the mortgage that's on the property, and having made the sale to William J. Williams after having tried to sell the property to numerous other interested parties at the sum of Twelve Thousand Seven Hundred and Fifty Dollars ($12,750.00) exceeded any price that he was able to obtain after diligent effort on his behalf.

That Ellen Tyler Elliott is seriously and critically ill, and that Robert H. Elliott is incompetent. That there is a mortgage on the property, and that State and County taxes for the years of 1960 and 1961 due on the property, as well as on other properties covered by the mortgage, that City taxes for the years of 1959, '60 and '61 are all due on the property, and other properties covered by the mortgage. And that the City is about to advertise the property at a tax sale.

Therefore, it is my opinion that it is not only an advantageous, but an absolute necessity that the property be sold, and the price is unquestionably a fair and reasonable one. That, in addition to the mortgage, the brother of Ellen Tyler Elliott advanced to me Five Hundred Dollars ($500.00) with

which to pay the fuel oil bill that was due by the estate to the Annapolis Utilities, and that Five Hundred Dollars ($500.00) was paid to the Annapolis Utilities, and the estate should reimburse Mr. Robert E. Tyler for this $500.00. That, in addition to these things, it takes money to support the incompetent, and Mrs. Elliott is under great expense for medical attention. And, as I have said, I think it would be an advantage to both Mr. and Mrs. Elliott and the estate if the Court would ratify this sale, and permit the application of the proceeds to the mortgage, the taxes and to pay Mr. Robert E. Tyler.

I am negotiating with the bank for a release of this particular property, and of course, will have to pay them whatever amount they demand, but I do not think I will have any difficulty in coming to an amicable release figure."

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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 .....

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

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

Witness my hand and seal this 20th day of July, 1961.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00 Pd. E.K.

I.H. $10.00 Pd. I.H.

LIBER 138 PAGE 445

IN THE MATTER OF THE	:	NO. 12,956 EQUITY
ESTATE OF	:	IN THE
ROBERT H. ELLIOTT, Incompetent	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

SUBMISSION FOR DECREE.

We hereby submit for an immediate ratification and decree the sale of the property by Ellen Tyler Elliott, Committee for Robert H. Elliott, Incompetent.

William J. Williams, Jr.

William J. Williams, Jr.

Ruby L. Williams

Ruby L. Williams

Marvin I. Anderson

Marvin I. Anderson, Attorney for Ellen Tyler Elliott, individually and as Committee for Robert H. Elliott, Incompetent.

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Annapolis, Md.

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1961 JUL 20 PM 12:15

45

LIBER 138 PAGE 446

IN THE MATTER OF THE	:	No. 12,956 EQUITY
ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT H. ELLIOTT, Incompetent	:	
	:	ANNE ARUNDEL COUNTY

: : : :

D E C R E E

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is therefore, ADJUDGED, ORDERED AND DECREED this 21st day of July 1961, by the Circuit Court for Anne Arundel County sitting in Equity, be, and she is hereby authorized to sell the property described in these proceedings, owned by Robert H. Elliott and Ellen S. Tyler Elliott, his wife, as tenants by the entireties, and mentioned and described in the Agreement of Sale and Purchase filed in these proceedings; and that said Agreement of Sale and Purchase made by and between the said Ellen Tyler Elliott for herself, individually,and the incompetent, and William J. Williams,Jr., and Ruby L. Williams, be, and the same is hereby ratified, confirmed and approvded and that the said Ellen Tyler Elliott, Committee as aforesaid, upon payment of the purchase price mentioned in said agreement, but not before, shall with Ellen Tyler Elliott, individually, convey to William J. Williams, Jr., and Ruby L. Williams, all their right, title and interest in and to the aforesaid property and land in accordance with the terms and conditions of said Agreement of Sale and Purchase.

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And it is further, ADJUDGED, ORDERED AND DECREED, that after receiving the whole purchase price, the said Committee is authorized to apply same to the payment of taxes, and to the indebtedness to Robert E. Tyler of $500.00 and to the mortgage indebtedness of the County Trust Company and shall bring into Court the surplus, if there be a surplus arising from said sale, to be held, distributed or invested as this Court shall determine under the direction of this Court, after deducting the costs, and such commissions and fee to the Committee as this Court shall think proper to allow.

Matthew S. Evans
Judge

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IN THE MATTER OF THE : NO. 12,956 EQUITY

LIBER 138 PAGE 448

ESTATE OF : IN THE CIRCUIT COURT

ROBERT H. ELLIOTT : FOR

Incompetent ANNE ARUNDEL COUNTY

: : : :

PETITION AND ORDER OF COURT
FOR
APPOINTMENT OF A SUBSTITUTED COMMITTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, respectfully shows:

1. That Ellen Tyler Elliott was appointed Committee of the estate of her husband, Robert H. Elliott, by this Honorable Court.

2. That the said Ellen Tyler Elliott departed this life on the 29th day of September, 1961.

3. That the said Ellen Tyler Elliott has filed her reports as said committee in the estate covering the period down to December 31, 1960.

4. That the said Ellen Tyler Elliott appointed your petitioner to be executor of her Last Will and Testament and in said Will nominated your petitioner to be the committee for her husband's estate; that the said Ellen Tyler Elliott also appointed Winifred B. Fowler and her husband Wiley L. Fowler, guardians of her minor son, Robert Hall Elliott, Jr. A copy of said Last Will and Testament is attached hereto as a part hereof.

5. That there is attached hereto the written consent of the brother of Ellen Tyler Elliott, Robert Tyler, and of Winifred B. Fowler and Wiley L. Fowler, her husband, to the appointment of your petitioner as substituted committee.

WHEREFORE, your petitioner prays the Court to pass an order appointing him Substituted Committee in the place of Ellen Tyler Elliott, deceased, and fix the amount of bond.

And, as in duty bound, etc.

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1961 OCT -5 AM 10:17

Marvin I. Anderson, Petitioner

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IN THE MATTER OF THE : NO. 12,956 EQUITY

ESTATE OF LIBER 138 PAGE 449

ROBERT H. ELLIOTT : IN THE
Incompetent CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

: : : :

CONSENT

We hereby certify that the said Ellen Tyler Elliott died on September 29, 1961, and left surviving her as her only heirs, her husband, Robert Hall Elliott and her son, Robert Hall Elliott, Jr., a minor, and that the said Robert Hall Elliott, Jr., is residing with the said Winifred B. Fowler and Wiley L. Fowler, her husband. Further, the said Ellen Tyler Elliott had no brothers or sisters other than Robert Tyler, 78 Cherokee Road, Tuscaloosa, Alabama.

And, we do hereby request and consent to the appointment of Marvin I. Anderson, as Substituted Committee in the above entitled case.

Winifred B. Fowler

Winifred B. Fowler

Wiley L. Fowler

Wiley L. Fowler
Guardians of Robert Hall
Elliott, Jr.

Robert Tyler

Robert Tyler

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Annapolis, Md.

I, Lilah T. Elliott of Anne Arundel County, Maryland, being of sound and disposing mind, memory and understanding do make, publish and declare this as and for my last Will and Testament, hereby revoking any and all wills and codicils heretofore made by me.

Item No. 1. I direct my Executor, hereinafter named, to pay all of my just debts, expenses of my last illness, and my funeral and burial expenses including the cost of a suitable burial lot and perpetual care thereof and the cost of erection of a suitable marker and/or monument at my grave (or such of these as have not otherwise been provided for during my lifetime); and the amount to be expended for such burial expenses shall be free of any limitation or restriction imposed by law.

Item No. 2- All the rest and residue of my estate, real, personal and mixed wheresoever situated I give, devise and bequeath to my husband, Robert Hall Elliott.

I hereby constitute, and appoint my cousin, Winifred B. Fowler and her husband, Wiley L. Fowler, Guardian of my minor son, Robert Hall Elliott, Jr.

I hereby nominate, constitute and appoint Marvin I. Anderson, Executor of this my Last Will and Testament; and I also nominate him to act as Committee or Trustee of my husband's estate in my place and stead.

I hereby authorize and empower my said Executor, in his discretion, to sell and dispose of all or any part of my estate, real, personal and mixed at public or private sale or sales for such price or prices and upon such terms and conditions as to him may seem best without application to the Orphans Court of Anne Arundel County or to any other Court or authority with respect

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thereto; to grant and convey the saem to the purchaser or purchasers thereof free from all liability on account of the application of the purchase money.

In testimony whereof, I have hereunto subscribed my hand and affixed my seal this 11th day of July . in the year Nineteen hundred and sixty-one.

Ellen T. Elliott (Seal)
Ellen T. Elliott

Signed, Sealed, Published and Declared by the above named Testatrix, Ellen T. Elliott, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the prensece of each other have signed our names as witnesses.

Myrtle Peterson

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Anne Arundel County, Ss:

On the 2" day of October, 1961 came Marvin L. Anderson and made Oath in due form of law, that he does not know of any Will or Codicil of Ellen T. Elliott late of said County, deceased, other than the above instrument of writing, and that he received the same from testatrix since making. All parties notified. Testatrix died on ~~or about~~ the 29" day of September, 1961.

Sworn to before the subscriber.

TEST: Ellen - Frances Boettcher
Dep. Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 2" day of October, 1961 came Marvin L. Anderson + on October 3, 1961 Came Myrtle Stearn subscribing witnesses to the aforegoing last Will and Testament of Ellen T. Elliott late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they ~~together with~~ subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscribers.

TEST: Ellen - Frances Boettcher
Dep. Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Ellen T. Elliott, late of said County, deceased, ~~together with the codicil thereunto attached~~, and also the evidence adduced as to its validity, orders and decrees this 5" day of Oct., 1961, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Ellen T. Elliott, deceased.

JUDGES
Harriet I. Frey
Allene L. Thorelandt A. J.

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STATE OF MARYLAND

Anne Arundel County

LIBER 138 PAGE 453

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 Ellen T. Elliott *late of said County deceased* together with proof and probate *taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

ANNE ARUNDEL COUNTY ORPHANS COURT MD.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 5th *day of* October *in the year of our Lord, nineteen hundred and fifty-one.*

George M. Nutwell

Register of Wills for Anne Arundel County

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ORDER OF COURT

LIBER 138 PAGE 454

ORDERED, this 6th day of October, in the year Nineteen hundred sixty-one, by the Circuit Court for Anne Arundel County, sitting in Equity, that Marvin I. Anderson, be, and he is hereby appointed Substituted Committee of the Estate of Robert H. Elliott, incompetent, in the place of Ellen Tyler Elliott, deceased, and that he file a bond in the amount of Ten Thousand Dollars.

Benjamin Michaelson
JUDGE

FILED
1961 OCT -6 PM 12:28

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LIBER 11 PAGE 135 LIBER 138 PAGE 455

IN THE MATTER OF	:	NO. 12,956 EQUITY
THE ESTATE OF	:	IN THE CIRCUIT COURT
ROBERT H. ELLIOTT, Incompetent	:	FOR ANNE ARUNDEL COUNTY
	:	

B O N D

KNOW ALL MEN BY THESE PRESENTS: That, we Marvin I. Anderson of Annapolis, Anne Arundel County, Maryland, and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, as surety are hels and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors Administrators, Successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of October, in the year of our Lord One thousand nine hundred and sixty-one.

WHEREAS, the above bounden Marvin I. Anderson by virtue of an order of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Substituted Committee of the Estate of Robert H. Elliott, Incompetent, in the place of Ellen Tyler Elliott, deceased, in No. 12,956 Equity now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Marvin I. Anderson does and shall well and faithfully perform the trust reposed in him by said Order 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

Bond approved this 10th day of October, 1961

George T Cromwell. Clerk

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1961 OCT 10 PM 3:09

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55

LIBER 11 PAGE 136

in full force and virtue in law. LIBER 138 PAGE 456

Signed, Sealed and Delivered in the presence of:

Witness:

Raymond S. Coffman

As to Surety

Raymond S. Coffman

Marvin I. Anderson (SEAL)

NATIONAL SURETY CORPORATION

BY: Marvin I. Anderson

Attorney-in-fact

NATIONAL SURETY CORPORATION NEW YORK N.Y.

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IN THE MATTER OF THE	*	NO. 12,956 EQUITY
ESTATE OF	*	IN THE
ROBERT H. ELLIOTT, Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

LIBER 139 PAGE 457

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, as Substituted Committee of the Estate of Robert H. Elliott, Incompetent, respectfully shows:

1. That heretofore he was duly appointed Substituted Committee for Robert H. Elliott, Incompetent, and has duly qualified as such Committee by filing bond.

2. That among the assets of said estate is property known as 506 Third Street improved by a two story apartment building in a poor state of repair; it being the property described and referred to in the attached contract.

3. That because of the condition of this property, the income, and expenses in connection therewith, the said Ellen Tyler Elliott, during her lifetime requested Howard B. McElwain, Jr., a real estate broker to sell the property for $5,000.00, of which $500.00 has been paid and the balance of the purchase price is to be paid in cash upon the ratification of the sale by this Court.

4. The said property and other property owned by the Estate is subject to a mortgage to the County Trust Company and your Petitioner feels that it is advisable and necessary to sell the property and to apply the proceeds to the indebtedness of the incompetent.

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Annapolis, Md.

FILED

1961 OCT 19 PM 3:56

57

WHEREFORE, your Petitioner prays that a decree be passed ratifying and confirming the contract of sale and authorizing your Petitioner to apply a portion of the proceeds of sale to the payment of the aforesaid mortgage, and the surplus, if any, to be retained and applied under the further order of this Court.

LIBER 138 PAGE 459

Marvin I. Anderson
Petitioner and Substituted Committee for Estate of Robert H. Elliott, Incompetent

ORDER OF COURT

ORDERED this 20th day of Oct., in the year Nineteen hundred sixty-one, by the Circuit Court for Anne Arundel County that Marvin I. Anderson, Substituted Committee for the Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said petition.

Judge

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1961 OCT 20 PM 3:04

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HOWARD B. McELWAIN, Jr. COMPANY
18 WEST STREET, ANNAPOLIS, MD.
CO-7-8143

CONTRACT OF SALE

LIBER 138 PAGE 459

THIS AGREEMENT, made this 19th day of October 1961, by and between Marvin L. Anderson, Substituted Committee of the first part, hereinafter called SELLER, and EDWARD H. LEGUM & MIRIAM R. LEGUM, his wife, parties of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargains and sells unto the said Buyers, and the Buyers do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: Being the property known as 506 Third Street, located in the Sixth Election District, City of Annapolis, having a frontage on Third Street of 42 ' more or less, improved by a two story two apartment dwelling, all in fee simple, and being further described in Liber G.T.C. 971, Folio 48, as now recorded in the Land Records of Anne Arundel County, State of Maryland.

At and for the price of FIVE THOUSAND - - - - - - - - - - - - - - and 00/100($5,000.00)- - Dollars of which FIVE HUNDRED - and 00/100($500.00)- - - Dollars have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows: FOUR THOUSAND FIVE HUNDRED and 00/100 ($4,500.00) Dollars to be paid in cash at the time of settlement.

IT IS UNDERSTOOD AND AGREED that this sale is subject to the ratification of the Circuit Court of Anne Arundel County. Upon ratification settlement is to be made at the offices of Anderson & Anderson within 10 days thereafter. If not ratified within 90 days from date hereof, deposit money will be refunded and this contract shall be null and void.

This sale is made subject to existing tenancies, if any, and rents shall be adjusted to date of transfer, the rent being calculated on a per diem basis, if collected by vendor; if rents are not collected by vendor there is to be no adjustment.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void. In the event title to said premises proves unmarketable, no action or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

~~[illegible]~~ taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited, subject to ratification as herein specified.

The Seller agrees to pay to HOWARD B. McELWAIN, JR., CO., Realtor, - - - - - - - - - - - - - - - - the Realtor's Commission of SIX..... (6-) percent on the purchase price named herein, ~~[illegible]~~

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.

Examiner's Exh. #1
Matter of Robt. Elliott, Incompetent
#12,956 Equity
Malcolm Smith, Examiner

WITNESS the hands and seals of the parties hereto,

..... Marvin L. Anderson (SEAL)
Substituted Committee

..... Edward H. Legum (SEAL)
EDWARD H. LEGUM

..... Miriam R. Legum (SEAL)
MIRIAM R. LEGUM

..... (SEAL)

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IN THE MATTER OF THE ESTATE OF ROBERT H. ELLIOTT, Incompetent	*	NO. ,,956 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

LIBER 138 PAGE 460

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, as Substituted Committee of the Estate of Robert H. Elliott, Incompetent, respectfully shows:

1. That heretofore he was duly appointed Substituted Committee for Robert H. Elliott, Incompetent, and has duly qualified as such Committee by filing bond.

2. That among the assets of said estate are two properties, one known as No. 424 Sixth Street, Eastport and being the property conveyed by Louis M. Strauss, Attorney, to Robert H. Elliott and Ellen T. Elliott, his wife, by deed dated January 19, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 608, folio 201, improved by a three apartment house in bad state of repair. That the other property referred to consists of 36 unimproved lots and being the property which was conveyed by Albert J. Goodman, et al, Trustees to Robert H. Elliott and Ellen T. Elliott, his wife, by deed dated November 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 983, folio 120.

3. That because of the fact that the improved property aforesaid is in bad repair and considering the cost of fuel oil and other expenses in connection therewith, it is deemed advisable to sell said property. That the unimproved lots produce no income and are an expense to the estate.

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Annapolis, Md.

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4. That there is a mortgage on the aforesaid properties and other properties owned by the estate, the balance of which is approximately $16,984.10 (including an unpaid insurance premium) held by the County Trust Company of Maryland and your petitioner feels that it is advisable and necessary to sell the aforesaid properties and to apply the proceeds to the mortgage and other claims against the estate and if there is a surplus that it be invested under the direction of the Court.

5. That your Petitioner has sold both of said properties, subject to the ratification of the Circuit Court for Anne Arundel County, as will be seen from copies of said contracts attached hereto marked "Exhibit A" and "Exhibit B" and are prayed to be taken as parts hereof.

WHEREFORE, your Petitioner prays that a decree be passed ratifying and confirming the contracts of sale and authorizing your Petitioner to apply a portion of the proceeds of sale to the payment of the aforesaid mortgage, and the surplus, if any, to be retained and applied under the further order of this Court.

Marvin I. Anderson
Substituted Committee for the
Estate of Robert H. Elliott, In-
competent

ORDER OF COURT

ORDERED this 24th day of Oct., in the year Nineteen hundred sixty-one, by the Circuit Court for Anne Arundel County that Marvin I. Anderson, Substituted Committee for the Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said petition.

FILED

1961 OCT 25 PM 3:34

Judge

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LIBER 138 PAGE 462

IN	:	IN
THE MATTER OF	:	THE CIRCUIT COURT
THE ESTATE OF	:	FOR
ROBERT H. ELLIOTT,	:	ANNE ARUNDEL COUNTY
Incompetent	:	NO. 12,956 EQUITY

TESTIMONY TAKEN ON BEHALF OF PETITIONER

October 24, 1961

Present:

Mr. Marvin I. Anderson, Substitute Committee

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Howard B. McElwain, Jr., pages 2 - 3

Marvin I. Anderson, page 4

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1961 OCT 26 PM 3:37

CZ

Howard B. McElwain, Jr., witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. McElwain, what is your name please?

A. Howard McElwain, Jr.

2. And are you familiar with the property known as 506 Third Street, located in Eastport, Annapolis, owned by the Elliott estate?

A. Yes, sir.

3. What does that consist of?

A. It is a frame, two apartment dwelling.

4. What condition is it in?

A. The condition is very poor, no furnace on the second floor, space heater on the first floor, no basement and is in badly need of repairs both inside and out.

5. And it is occupied at the present time, is that correct?

A. The second floor was occupied the last time that I saw the property.

6. And do you know what rent those apartments rent for when they are occupied?

A. $45.00.

7. And have you been trying to sell that property for some time?

A. I have been for nearly six months.

8. And Mrs. Ellen Elliott employed you to try to sell the property during her life time, did she not?

A. Yes, sir.

9. And were you able to sell it?

A. We were able to get a contract finally at the end of the six

month period for $5,000.00 cash.

10. And is this the contract?

A. Yes, sir, that's it.

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

11. And is that the best price that you were able to get for the property?

A. Yes, sir, it was. It was the only person who would pay as much as that.

12. Do you know what the property is assessed for?

A. Approximately four thousand plus, land and buildings.

13. Have you looked at that?

A. At what?

14. What it was assessed for, have you checked the assessment on it?

A. I had checked it, yes, but I didn't bring it with me this morning.

15. It is $3575.00 I think.

A. $3575.00?

16. In your opinion, is the contract and the amount the property is being sold for a fair and reasonable one?

A. Yes, sir, it is.

17. Do you feel that it is to the advantage of the incompetent to sell the property for that price?

A. I do because the property value is going to go down.

18. What is your business, Mr. McElwain?

A. General real estate business, brokerage, sales and appraisals.

19. And how long have you been in that business?

A. Ten years.

QUESTION BY THE EXAMINER:

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

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

Answer No. . . . . .

Signature [signature]

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Marvin I. Anderson, a witness of lawful age, being first du ly sworn, deposes and says:

I am the Committee of the Estate of Robert H. Elliott, and I am familiar with the property in this particular case. I discussed the sale of this particular property with Mrs. Elliott, when she was Committee, and it was decided that the property should be sold and we made a number of efforts to sell the property, but without success. We tried to get $5500.00 for the property from Mr. Legum, and he dropped the transaction and Mr. McElwain had some difficulty in getting him interested in the property again. The estate is, and has been, in desperate condition, and has an indebtedness as of this time of some sixteen thousand nine hundred and eighty four dollars and ten cents including an insurance premium that is due to the County Trust Company. That there are also other debts, the total amount of which has not been ascertained at the present time. It is absolutely necessary to sell this property to pay the mortgage debt and the payments that come due on it and to support the incompetent and the minor child. In my opinion the sale should be ratified.

CC

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 Marvin Andrews

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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 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 26th day of October, 1961.

Malcolm B. Smith (SEAL)

Malcolm B. Smith, Examiner

M.S. $10.00

S.M. $10.00

68

IN THE MATTER OF	*	NO. 12,956 EQUITY
THE ESTATE OF	*	IN THE
ROBERT H. ELLIOTT, Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree the sale of the property by Marvin I. Anderson, Substituted Committee for Robert H. Elliott, Incompetent.

Edward H. Legum
Edward H. Legum

Miriam R. Legum
Miriam R. Legum

Marvin I. Anderson
Marvin I. Anderson
Substituted Committee for the Estate of Robert H. Elliott, Incompetent

LIBER 138 PAGE 469

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Annapolis, Md.

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LIBER 138 PAGE 470

IN THE MATTER OF	*	NO. 12,956 EQUITY
THE ESTATE OF	*	IN THE
ROBERT H. ELLIOTT Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * ** * *

DECREE

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is therefore, ADJUDGED, ORDERED and DECREED this 2nd day of November 1961, by the Circuit Court for Anne Arundel County, sitting in Equity, that Marvin I. Anderson, Substituted Committee for the Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized to sell the property described in these proceedings, owned by the Estate of Robert H. Elliott, Incompetent, and mentioned and described in the Agreement of Sale and Purchase filed in these proceedings; and that said Agreement of Sale and Purchase made by and between the said Marvin I. Anderson, Substituted Committee, and Edward H. Legum and Miriam R. Legum, his wife, be and the same is hereby ratified, confirmed and approved and that the said Marvin I. Anderson, Substituted Committee as aforesaid, upon payment of the purchase price mentioned in said agreement, but not before, shall convey to Edward H. Legum and Miriam R. Legum, his wife, as tenants by the entireties, all of the right, title, and interest of Robert H. Elliott, the Incompetent, in and to the aforesaid property and land in accordance with the terms and conditions of said Agreement of sale and purchase.

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Annapolis, Md.

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And it is further, ADJUDGED, ORDERED and DECREED, that after receiving the whole purchase price, the said Substituted Committee is authorized to apply same to the payment of the mortgage indebtedness against the property held by the County Trust Company after payment of the broker's commissions and other expenses in connection with the sale and shall bring into Court the surplus, if there be a surplus arising from said sale, to be held, distributed or invested as this Court shall determine under the direction of this Court, after deducting the costs, and such commissions and fees to the Committee as this Court shall think proper to allow.

Matthew J. Evans

Judge

LIBER 138 PAGE 472

IN	:	IN
THE MATTER OF	:	THE CIRCUIT COURT
THE ESTATE OF	:	FOR
ROBERT H. ELLIOTT,	:	ANNE ARUNDEL COUNTY
Incompetent	:	NO. 12,956 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF PETITIONER

October 26, 1961

Present:

Mr. Marvin I. Anderson, Substitute Committee

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Vinton T. Bull, pages 2 - 6

Eldridge S. Wilkerson, pages 7 - 9

Marvin I. Anderson, pages 10 - 11

FILED

1961 NOV -3 PM 3:33

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Vinton T. Bull, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address.

A. Vinton T. Bull, Edgewater, Maryland.

2. What is your occupation?

A. Supervisor of Assessments, Anne Arundel County.

3. Are you familiar with the unimproved lots described in a contract between Marvin I. Anderson and Albin A. Ahlstrom, and wife, filed in this case as Exhibit A?

A. I am familiar with these lots. Of course, I am not familiar with the contract.

4. You know the lots that are described in that contract?

A. I know the lot numbers. I know where the land is located but I am not familiar with the contract itself.

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

5. Have you examined those lots recently?

A. Yes, sir.

6. And have you placed a valuation on them as of this time?

A. Yes, sir.

7. And what, in your opinion, is the fair value of those lots shown on the plat which I believe you also have known as Tall Cedars?

A. Well the lots, I didn't bring the plat with me, but anyway the lots on the Tall Cedars plat as I found them, lots 4 and 5 facing on Bay Ridge Road. The remainder of the lots go on through towards Tyler Avenue direction have no roads into them, into the land. The land is grown up. I can give you a break-

down of the value which I placed on the lots or do you want a total value?

8. I think a total value would be alright.

A. I have got a total value here of $16,000.00 and I can give you a break down on it. Lots 4 and 5 which are on Bay Ridge Road are two exceptionally good lots and they are valued at $2000.00 each. Then there are 33 lots valued at $350.00 each and the 43/100 of an acre in there is $450.00 which is all the way to the extreme end of this subdivision which gives you a total there of $16,000.00.

9. I think you said 43/100 of an acre. It is 41/100.

A. 41/100.

10. And you feel that the price stated in the contract $16,200.00 is fair and reasonable and would be to the advantage of the incompetent's estate and his estate to sell at that price?

A. Yes, sir.

11. Now those lots, as you have said, there is only two of them that front on a hard surface road?

A. That's correct. Those are two good lots.

12. And the other lots are back lots and there is no open road?

A. None whatever.

13. And just where is this property located?

A. This property is located off of Bay Ridge Road. It runs from Bay Ridge Road through in a, let's see, I guess it would be a westerly direction, which I believe backs up to the property of the florist there on Tyler Avenue. I think it is his property that this would probably back up to as well as I could gather by field observation.

14. Now are the lots cleared or are they grown up?

A. They are grown up with bushes and field sage, pine trees.

(Mr. Rouse)

1. They are all umimproved, I assume?

A. Yes, and lots 4 and 5 are clear.

(Mr. Anderson)

15. Now I ask you if you are also familiar with the contract dated the 23rd of October, 1961 between Marvin I. Anderson, substituted Committee and Albin A. Ahlstrom and Mamie E. Ahlstrom for the sale of property in the Sixth District known as 424 Sixth Street, Eastport? Are you familiar with that property?

A. Yes, sir.

(CONTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

16. When did you examine that property?

A. I was at that property yesterday afternoon.

17. Now the contract calls for a sales price of $20,100.00 including the furniture in the apartments, two apartments. You say you have examined that property?

A. Yes, sir.

18. And in your opinion is the price stated in the contract a fair and reasonable market value of the property?

A. From my point of evaluation it is very fair.

19. Will you describe the property?

A. Yes, sir. The, it is located on Sixth Street and Chesapeake Avenue. It is a corner lot. It is 100 foot frontage by approximately 160 ft. deep which runs along Chesapeake

Avenue. It is improved by a frame, two story dwelling. It has a tin or metal roof on it, beveled siding, inside is plaster, hardwood floor, hot water heat, has two apartments on the first floor, apartment on the second floor. The condition of the house is in a very run down, is very much run down. The roof it is pretty difficult to tell what damage if any has been done to the roof because it has gone without paint. It is a metal roof and has gone without paint for a long time.

20. You don't know what the conditions are on it?

A. From the looks of it it would take a good bit to fix it up.

21. Does the personal property in the two first floor apartments have any great value?

A. No, of course, when you are going into personal property to put it for sale on the open market it brings very little. The furnishings that I looked at in those two first floor apartments yesterday is not what I would call first class furniture anyway. I have a break down on all the furnishings that belong to the property and the value I have put on it, and there again, as I say, just to give an illustration of a few of the things, in one of the apartments they had one of these old time sofas, sort of a mohair job, with two chairs that go along with it. They are very old and to put them up for sale, I put $10.00 on the sofa and the chairs at $5.00 each. It is a question of whether you would even get that on them on the open market. Who would want to buy them. That s what you are faced withon personal property. The stove and the refrigerator are the two best things there are that you can really stick to some sort of value. I have got a listed

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breakdown here and it come to about $486.00 for a total of the two apartments.

22. And what value did you put on the land and the building or didn't you break that down?

A. I have a breakdown on it. The land I have $7500.00 and I have got $11,200.00 on the improvements, which gives you $18,700.00, $11,500.00 on the improvements and $7500.00 on the land/and $486.00 on the personal property. gives you $19,500.00,

23. Give me that again, sir.

A. $7500.00 on the land, $11,500 on the improvements and $486.00 on personal gives you $19,486.00, and incidentally on the house I figured the house up from construction cost and I have applied actually just a fraction better than 50% depreciation due to the condition it is in and the amount of money that would have to be spent to put it back in shape.

24. What is that property assessed for on your books?

A. It is assessed for $5620.00.

25. What were the unimproved lots you testified about, what was their assessment?

A. $3875.00, sir.

26. And that is the current assessment?

A. The current assessment. They have not been reassessed. Reassessment is in progress now in the Eastport area.

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. Vinton F. Bull

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Eldridge S. Wilkerson, being first duly sworn deposes and says:

(Mr. Anderson)

1. State your name and address.

A. Eldridge S. Wilkerson, Tracey's Landing,Maryland.

2. And what is your occupation?

A. Assistant supervisor of Assessments.

3. And how long have you been Assistant Supervisor of Assessments?

A. Since 1958.

4. And are you familiar with the lots/contracted to be sold to Mr. and Mrs. Ahlstrom located in,on the plat of Tall Cedars designated by lot numbers in the contract?

A. I am familiar with it.

5. And have you placed a valuation on those lots?

A. I have.

6. When did you go to see them?

A. Yesterday.

7. And what evaluation did you put on those lots?

A. Lots 4 and 5 are good lots. They have been kept clean and mowed down and are on Bay Ridge Road. They are actually good lots. I have a value of $2,000.00 each on those. The remainder of the lots, well between those two lots and the remainder of the lots is owned by someone else. These other lots are inside lots setting between Bay Ridge Avenue and Tyler Avenue, 33 lots in there plus .41 of an acre and I just roughed those out as being 34 lots at $350.00 apiece, made $11900.00 for the inside lots making a total of $15,900.00 for all.

8. How many lots did you say?

A. 34 lots including the .41 of an acre as a lot totaling $15,900.00.

9. Is that the fair market value of those lots in your opinion?

A. In my opinion that is the fair value.

10. What are they assessed for currently?

A. Right now they are only assessed for $3875.00.

11. Are the lots grown up in bushes and one thing and another?

A. The two lots, 4 and 5 are very good lots. They have been kept clean and have been mowed with a lawn mower but the inside lots are grown up in sage brush, scrub pines, they are rough.

12. Are there any roads?

A. There are no roads that you can get through there.

13. And have you also made an appraisal of the property known as 424 Sixth Street consisting of two lots and improvements?

A. I have.

14. And what in your opinion is the fair market value of that property?

A. The land and building?

A5. Yes,

----/

A. /With the furniture in the two apartments.

A. Well the house itself I come up with an assessment of $12,000.00, I mean an assessment of value at $12,000.00. That was based on $24,000.00 reconstruction cost, less 50% conservative depreciation. The house is in pretty bad condition. It is quite run down and needs, very much in need of a paint job, a new roof and it would carry some obsolescense

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for the type of construction that it is. That is the reason I used 50% depreciation and $12,000.00 value on the house. The two lots are very good lots. They are 50 by 160 each. They are located, it is a corner lot, on Sixth Street and Chesapeake Avenue. I valued those at $3750.00 each, making $7500.00 for the ground. The personal property is not of too much value and I placed personal property about $250.00 for each apartment, that is furnished. The third apartment, it is a three apartment house, the two apartments, ground floor apartments are furnished or partly furnished. The second floor apartment is not furnished, and I placed a value of $250.00 each on the personal property in the two apartments, giving a total of $12,000.00 on the building, $7500.00 on the land and $500.00 for the personal property, making a total of $20,000.00.

16. In your opinion then would you say that the sale of this property for $20,000.00 would be a fair and reasonable price and advantageous to the estate?

A. I think that would be a good price for the property.

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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 Eldridge S. Wilkerson . .

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Marvin I. Anderson, a witness of lawful age, being first duly sworn, deposes and says:

My name is Marvin I. Anderson. I am substitute committee of the estate of Robert H. Elliott. Several months ago I advertised the unimproved lots, I should say the remaining unimproved lots as set forth in the contract with Mr. and Mrs. Ahlstrom in the development of Tall Cedars in the Evening Capital, and I advertised those lots for a week. As a result of it I was contacted by several people who wanted to buy individual lots and I was also contacted by several people who wanted to buy the lots as a whole. I received an offer of $8,000.00 for these lots and also an offer of $10,000.00. I continued my efforts to find a purchaser for the lots because I understood that Mrs. Elliott had paid $11,500.00 for the lots when she bought them. Eventually I contacted Mrs. Ahlstrom and she agreed, after considerable negotiations to buy the lots for $16,200.00. I might say that is far more than anyone else would have been willing to give for the lots and/I think the sale is exceptionally advantageous to the estate. As to the property known as 424 Sixth Street which is improved by a three apartment house, rents of which are approximately $200.00 a month, I am somewhat familiar with that property, having discussed the property and talked with Mrs. Elliott before her death, and also thereby became somewhat familiar with the expenses in connection with that property. I have investigated and apparently the city taxes are $87.11 a year, County taxes are $127.61 a year, the water bill which is paid by the Landlord is $78.12, making a total of $292.84, in

addition to that I have checked up on the oil bill which should have been paid by the Landlord and I understand that that amounted for the season of 60 and 61 to $507.14. So that you have about eight hundred dollars expense not including any repairs, painting or anything else being done on the property, and I therefore think that it is desirable and advantageous to the estate and the incompetent to sell the property for the price of $20,100.00 as offerred by Mrs. Ahlstrom and I recommend the sale being ratified.

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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 [signature]

85

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

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

Witness my hand and seal this 3rd day of November, 1961.

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

J.R. $10.00

S.M. $10.00

CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 23rd day of October nineteen hundred and sixty-one, between

MARVIN I. ANDERSON, Substituted Committee of Estate of Robert H. Elliott, Incompetent.

of the first part and

ALBIN A. AHLSTROM and MAMIE E. AHLSTROM, his wife

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County (Eastport), Maryland, being known and designated as Lots 4,5,10,12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47 Plat of Tall Cedars recorded in Plat Book 19, folio 27. Also all that lot containing .41 acres, more or less which is more fully described in a mortgage from Robert H. Elliott and wife to the County Trust Company, paragraph nine (1 & 2) being the same property which was conveyed to Robert H. Elliott and Ellen Elliott by Albert J. Goodman and George E. Rullman, Trustees, deed dated November 25, 1955 and recorded in Plat Book G.T.C. 983, folio 120.

At and for the price of Sixteen thousand two hundred ($16,200.00) - - - - - Dollars, of which Five hundred ($500.00) - Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon the ratification of the sale by the Circuit Court for Anne Arundel County. Settlement to be within 10 days thereafter, at the offices of Anderson & Anderson, 92 Franklin Street, Annapolis, Maryland.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee. otherwise the deposit is to be returned and the Vendor shall not be liable for costs, expenses or damages, nor shall he be under any* Taxes, and sanitary liens, if any, to be adjusted to date of settlement. Each party to pay one-half Federal and State documentary stamps. ~~to be paid or allowed for by the Vendor to nineteen hundred and~~

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Examiner's Exhibit No. 1
Matter of the Estate of Robert H. Elliott, an incompetent
Equity No. 12,956
John S. Rowe L. Examiner
(as to M.I.A.)

Eleanor M. Bowen
(as to AAA & MEA)

*obligation to perfect the title.

Marvin I. Anderson [SEAL]
Marvin I. Anderson, Substituted Committee for Estate of Robert H. Elliott, Incompetent. [SEAL]

Albin A. Ahlstrom [SEAL]
Albin A. Ahlstrom

Mamie E. Ahlstrom [SEAL]
Mamie E. Ahlstrom

EXHIBIT A

1961 NOV -3 PM 3:34

LIBER 138 PAGE 487

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CONTRACT OF SALE—Form 19.

LIBER 138 PAGE 488

THIS AGREEMENT, Made this 23rd day of October nineteen hundred and sixty-one - - - - - - - - - - , between

MARVIN I. ANDERSON, Substituted Committee for Estate of Robert H. Elliott, Incompetent,

of the first part and

ALBIN A. AHLSTROM and MAMIE E. AHLSTROM , his wife

of the second part.

Witnesseth, that the said party of the first part do es hereby bargain and sell unto the said part ies of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County (Eastport), Maryland, known as 424 Sixth Street, consisting of two lots 50x160 and being the first and second parcels of land described in a mortgage from Robert H. Elliott and wife to the County Trust Company recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1127, folio 461, together with furniture therein, being the same property which was conveyed to Robert H. Elliott and Ellen Elliott by Louis M. Strauss, attorney by deed dated January 19, 1951 and recorded in Plat Book J.H.H. 608 folio 201.

At and for the price of Twenty thousand one hundred ($20,100.00) - - - - - - Dollars, of which Five hundred ($500.00) - Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: Cash on ratification of the sale by the Circuit Court for Anne Arundel County. Settlement to be within 10 days thereafter at the offices of Anderson & Anderson, 92 Franklin Street, Annapolis, Maryland.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee otherwise the deposit is to be returned and the Vendor shall not be liable for cost, expenses, or damages, nor shall he be under any obligation* Taxes, sanitary liens, and rents to be adjusted to date of settlement, but the vendor shall be under no obligation for the payment of unpaid rents. ~~to be paid or allowed for by the Vendor~~ ~~of~~ ~~Nineteen hundred and~~ Each party to pay one-half Federal and State documentary stamps.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Examiner's Exhibit No. 2
Marvin I. Anderson, Substituted Committee for Estate of Robert H. Elliott, Incompetent
Equity No. 12,956
John S. Rowe L. Exam

(as to M.I.A.

Eleanor M. Bowen
(as to AAA & MEA)

*to perfect the title.

Marvin I. Anderson [SEAL]
Marvin I. Anderson, Substituted Committee for Estate of Robert H. Elliott, Incompetent [SEAL]

Albin A. Ahlstrom [SEAL]
Albin A. Ahlstrom

Mamie E. Ahlstrom [SEAL]
Mamie E. Ahlstrom

1961 NOV -3 PM 3.34

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EXHIBIT B

IN THE MATTER OF	*	NO. 12,956, EQUITY
THE ESTATE OF	*	IN THE
ROBERT H. ELLIOTT Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree the sale of the property by Marvin I. Anderson, Substituted committee for Robert H. Elliott, incompetent.

Albin A. Ahlstrom

Albin A. Ahlstrom

Mamie E. Ahlstrom

Mamie E. Ahlstrom

Marvin I. Anderson

Marvin I. Anderson
Substituted Committee for the
Estate of Robert H. Elliott,
Incompetent

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1961 NOV -7 PM 2:50

IN THE MATTER OF	*	NO. 12,956, EQUITY
THE ESTATE OF	*	IN THE
ROBERT H. ELLIOTT Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

LIBER 138 PAGE 490

DECREE

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is therefore, ADJUDGED, ORDERED and DECREED this 8th day of Nov., 1961, by the Circuit Court for Anne Arundel County, sitting in Equity, that Marvin I. Anderson, Substituted Committee for the Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized to sell the property described in these proceedings, owned by the Estate of Robert H. Elliott, Incompetent, and mentioned and described in the Agreements of Sale and Purchase filed in these proceedings; and that said Agreements of Sale and Purhcase made by and between the said Marvin I. Anderson, Substituted Committee, and Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife, be and the same are hereby ratified, confirmed and approved and that the said Marvin I. Anderson, Substituted Committee as aforesaid, upon payment of the purchase prices mentioned in said agreements, but not before, shall convey to Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife, as tenants by the entireties, all of the right, title, and interest of Robert H. Elliott, Incompetent, in and to the aforesaid property and land in accordance with the terms and conditions of said Agreements of sale and purchase.

FILED

1961 NOV -8 PM 3:29

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

And it is further ADJUDGED, ORDERED and DECREED, that after receiving the whole purchase prices, the said Substituted Committee is authorized to apply same to the payment of the mortgage indebtedness against the properties held by the County Trust Company after payment of any expenses in connection with the sale and shall bring into Court the surplus, if there be a surplus arising from said sale to be held, distributed or invested as this Court shall determine under the direction of this Court, after deducting the costs, and such commissions and fees to the Committee as this Court shall think proper to allow.

JUDGE

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IN THE MATTER OF THE	*	NO. 12,956 EQUITY
ESTATE OF	*	IN THE
ROBERT H. ELLIOTT, Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

LIBER 138 PAGE 492

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, as Substituted Committee of the Estate of Robert H. Elliott, Incompetent, respectfully shows:

1. That heretofore he was duly appointed Substituted Committee for Robert H. Elliott, Incompetent, and has duly qualified as such Committee by filing bond.

2. That among the assets of said estate is property known as number 712 Chesapeake Avenue, Annapolis, Maryland, and being the same property which was conveyed to Robert H. Elliott by Charles G. Weber and Eva E. Weber, by deed dated December 16, 1931, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 92, folio 304, improved by a 26x28, 2-story, frame dwelling with lot 50x150; which said dwelling is now rented to Stuart F. Wood for $65.00 per month and that said property is in a bad state of repair and would require a considerable sum of money to be spent to put it in good condition.

3. That because of the fact that the improved property aforesaid is in bad repair and considering the small amount of rent, taxes and other expenses in connection with it, coupled with the fact that the estate is indebted to the County Trust Company (which holds a mortgage on said property) and the further fact that funds are needed and will be needed to pay for the support of the incompetent and his son as well as numerous other bills on hand, it is deemed advisable to sell the property.

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Annapolis, Md.

4. That your party has sold said property subject to the ratification of the Circuit Court for Anne Arundel County as will be seen by a copy of a contract of sale attached hereto marked "Exhibit A" and is prayed to be taken as a part hereof.

WHEREFORE, your petitioner prays that a decree be passed ratifying and confirming the contract of sale and authorizing your petitioner to apply so much of the proceeds thereof as may be necessary to the mortgage indebtedness, and the surplus, if any, to be retained and applied under the further order of this Court.

Marvin I. Anderson
Substituted Committee for the
Estate of Robert H. Elliott,
Incompetent

ORDER OF COURT

ORDERED this 24th day of Nov., in the year Nineteen hundred sixty-one, by the Circuit Court for Anne Arundel County that Marvin I. Anderson, Substituted Committee for the Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said petition.

JUDGE

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CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 22nd day of November nineteen hundred and sixty-one, between

MARVIN I. ANDERSON, Substituted Committee for Robert H. Elliott, Incompetent

of the first part and

LOUIS H. HALL and MARY L. HALL, his wife

of the second part.

LIBER 138 PAGE 494

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County, Maryland, and known as 712 Chesapeake Avenue, more particularly described in a deed from Charles G. Weber and Eva E. Weber to Robert H. Elliott dated December 16, 1931, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 92, folio 394.

At and for the price of ELEVEN THOUSAND ($11,000.00) - - - - - - - - - - - - Dollars,

of which FIVE HUNDRED ($500.00) - Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

Balance in cash upon the ratification of the sale by the Circuit Court for Anne Arundel County. Settlement to be at the office of Anderson & Anderson, 92 Franklin Street, Annapolis, Maryland

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee. otherwise the deposit is to be returned and the Vendor shall not be liable for any cost, expenses, or damages, nor shall he be under any ~~Taxes~~ obligation to perfect the title.

~~to be paid or allowed for by the Vendor to~~ ~~nineteen hundred and~~

TAXES, sanitary liens, and rents to be adjusted to date of settlement, but the vendor shall be under no obligation for the payment of unpaid rents. Each side to pay one-half Federal and State Documentary stamps.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Rosemond S. Coffin
(as to M.I.A.)

Rosemond S. Coffin
(as to L.H.H. & M.L.H.)

Examiner's Exh. #1
Matter of Elliott
#12456 Equity

Marvin I. Anderson [SEAL]
Marvin I. Anderson, Substituted Committee for Robert H. Elliott, Incompetent

[SEAL]

Louis H. Hall Sr [SEAL]
Louis H. Hall

Mary L. Hall, per L.H.H. [SEAL]
Mary L. Hall

EXHIBIT A

54 Melvin Blondell, Examiner

In the Case of

In the Matter of the Estate
of
vs.
Robert H. Elliott,
Incompetent

In the
Circuit Court
For
Anne Arundel County

No. 12,956 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Inkling
Auditor.

December 13, 1961

In the Case of

In the

Dr. In the Matter of the Estate of Robert H. Elliott, Incompetent in ac.

Committee's Commissions Waived.			
To Committee for Court costs, viz:			
Clerk of Court - 1960 Rule 20 Report	2 50		
Clerk of Court - costs to 9/29/61	74 75		
Malcolm B. Smith - Examiner's fee	10 00		
Connie Tuers - Stenographer's fee	10 00		
Emanuel Klawans - Examiner's fee	10 00		
Irene Hazel - Stenographer's fee	10 00		
Auditor - stating this account	54 00		
		171	25
To Committee for Expenses, viz:			
Capital-Gazette Press - order nisi (acct)	12 00		
Vinton Bull - appraisal and testimony	25 00		
Eldridge Wilkinson - appraisal and testimony	25 00		
Farmers National Bank - service charge	1 00		
Capital-Gazette Press - advertising sale Tall Cedars lots	5 00		
John H. Hopkins, IV - Special Auditor's fee examining Rule 20 Report	10 00		
Clerk of Court - recording release of mortgage	5 50		
One-half Federal documentary stamps (.34 acre tract)	3 57		
One-half Federal documentary stamps (1.02 acre tract)	7 15		
One-half State documentary stamps (.34 acre tract	7 15		
One-half State documentary stamps (1.02 acre tract)	14 30	115	67
To Committee for Taxes, viz:			
1960 State and County taxes (.34 acres)	69 89		
1961 State and County taxes to 4/21/61	20 37		
1960 State and County taxes (remaining	654 40		
1961 State and County taxes properties)	757 39		
1961 State and County taxes on 1.02 acres adjusted to 8/18/61	60 51		
1959 Annapolis City taxes (1.02 qcres)	461 45		
1960 Annapolis City taxes (remaining properties)	499 51	2,587	61
1960 Annapolis City taxes (1.02 acres)	64 09		
To Committee for Liens, viz:			
County Trust Co. of Md. - payment on principal of mortgage (4/24/61)	5,502 37		
County Trust Co. of Md. - payment on principal of mortgage (8/18/61)	6,168 04		
County Trust Co. of Md. - payment on principal of mortgage (8/18/61)	831 96		
County Trust Co. of Md. - seven monthly payments on account principal and interest @ $460.80 from 3/6/61 through 9/6/61	3,225 60	15,727	97

To Committee for Maintenance of Ward and Self, viz:			
Annapolis Utilities - payment on account fuel oil for 424 Sixth St.	500	00	
Annapolis Water Co. - metered water	104	15	
Gas & Electric Co. - service -6/2/61	95	52	
C. &P. Telephone Co. - to 1/12/61	20	13	
Nationwide Insurance Co. - insurance premium	32	10	
Metropolitan Life Ins. Co. - " "	52	80	
D. J. Thompson, Agent - insurance premium- 519 Sixth St.	64	40	
Internal Revenue Service - Domestic Social Security tax	11	70	
Sears Roebuck Co. - merchandise	85	00	
Hochschild, Kohn & Co. - merchandise	75	00	
Hutzler Bros. Co. - merchandise	24	28	
Montgomery Ward - merchandise	50	00	
GMAC - three payments @ $109.96	329	88	
Hecht May Co. - merchandise	51	91	
Field Enterprises - 2 months	18	00	
Esso-Scible's Service Center - gas	31	19	
Dr. J. O. Purvis - professional services	45	00	
Dr. Wm. Magruder - professional services	75	00	
Bridgeway Pharmacy - prescriptions	9	60	
Melvin Blair - kitchen fixture	4	71	
Department of Mental Hygiene - 2 payments	240	00	
Carlson & Carlson - repairs	62	00	
Tauser, Inc. - plumbing repairs (712 Chesapeake Ave.)	18	55	
Pat Ashburn - nursing services	12	00	
Joan Rayburn - nursing services	18	00	
Victoria Bates - nursing services	144	00	
Goldie Talbott - nursing services	18	00	
Annette Wells - nursing services	18	00	
Miscellaneous expense		47	
			2,211 38
To Marvin I. Anderson, Substituted Committee - corpus balance in hands of deceased Committee	2,976	11	2,976 11
			23,790 00

with Marvin I. Anderson, Executor of Ellen Tyler Elliott, deceased Cr.

			Committee		
		CORPUS CASH			
1961					
Mar.	27	Balance in hands of Committee, as shown by annual fiduciary Report under Equity Rule 20, ratified 3/27/61, being the deposit on purchase price of .34 acre tract on Harness Creek	300 00		
Apr.	24	Balance proceeds of Sale of .34 acre tract on Harness Creek (Decree dated 4/12/61)	6,200 00		
1961		Proceeds of Sale of 1.02 acres on Harness Creek			
Aug.	18	(Decree dated 7/21/61)	12,750 00		19,250 00
		INCOME RECEIPTS			
		Rents collected from 1/1/61 to 9/29/61, as follows:			
		#515 Sixth Street to 9/1/61	225 00		
		#517 Sxith Street to 9/1/61	405 00		
		#424 Sixth Street to 9/1/61	900 00		
		#721 Chesapeake Ave. to 10/1/61	585 00		
		#506 Third Street	445 00		
		U.S. Treasury - Nine months retired pay due Ward @ $220.00 per month	1,980 00		4,540 00
					23,790 00

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ORDER NISI

LIBER 138 PAGE 499

In the Matter of the

Estate of

~~VERSUS~~

Robert H. Elliott,

Incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,956 Equity.

ORDERED, This 18th day of December, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of January next.

George F. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of January, 19 62, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

O Bowie Duckett

1962 JAN 23 AM 11:17

IN THE MATTER OF	LIBER 138 PAGE 500	NO. 12,956 EQUITY
THE ESTATE OF	*	IN THE
ROBERT H. ELLIOTT,	*	CIRCUIT COURT
Incompetent	*	FOR
	*	ANNE ARUNDEL COUNTY

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

PETITION FOR AUTHORIZATION TO EXECUTE CONFIRMATORY AND QUIT-CLAIM DEED TO ARNOLD JOSEPH DALY AND SERAFINA LOUISE DALY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent, respectfully shows:

1. That heretofore he was duly appointed Substituted Committee of the Personand Estate of Robert H. Elliott, incompetent, and has duly qualified as such Substituted Committee by filing his bond herein in the prescribed penalty.

2. That by deed dated December 28, 1893, and recorded among the land records of Anne Arundel County in Liber S.H. No. 46, folio 12, a tract of ground in the Second Election District of Anne Arundel County and in said deed more particularly described was conveyed from Mary T. Riggs, widow, unto Benjamin H. Elliott, the father of Robert H. Elliott, in fee-simple.

2. That subsequently by deed dated September 25, 1905, and recorded among the aforesaid land records in Liber G.W. No. 46, folio 187, the said Benjamin H. Elliott and Rachel E. Elliott, his wife, conveyed or intended to convey all of said property unto Lydia P. Davidson and Edith G. Shaffer in fee-simple, but the said deed dated September 25, 1905, contained a metes and bounds description prepared by Louis Green, surveyor, in July, 1905, which erroneously included within said description all or the larger part of a tract of land said to contain 29 11/12ths acres, more or less, which was never owned by said Benjamin H. Elliott and also erroneously failed to include within said description a substantial part of the said property which had been conveyed to said Benjamin H. Elliott, as

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aforesaid, and which the said Benjamin H. Elliott and his said wife did intend to convey in fee-simple unto the said Lydia P. Davidson and Edith G. Shaffer by the said deed dated September 25, 1905.

3. That after the said deed dated September 25, 1905, containing the said erroneous metes and bounds description had been recorded as aforesaid, all of the property which had been conveyed as aforesaid to the said Benjamin H. Elliott was conveyed or was intended to have been conveyed in fee simple by successive deeds heretofore recorded among said land records, all of which contained the said erroneous metes and bounds description prepared in July, 1905, by Louis Green, surveyor, as aforesaid.

4. That all of the property which had been conveyed as aforesaid to the said Benjamin H. Elliott was conveyed or was intended to have been conveyed most recently from Jodie H. Allen and Ivey M. Allen, his wife, to Arnold Joseph Daly and Serafina Louise Daly, his wife, by deed dated January 28, 1953, and recorded among the said land records in Liber J.H.H. No. 735, folio 406 (and in which said deed said erroneous metes and bounds description also appears).

5. That after the death of his said wife, Rachel E. Elliott, the said Benjamin H. Elliott died intestate as a widower and unmarried on January 16, 1925, leaving surviving him as his only heirs at law, his sons and daughters, to wit: Grace Elliott, Edwin Elliott, Irene M. Reynolds, Rachel E. Elliott, Benjamin S. Elliott, Herbert L. Elliott, and the said Robert H. Elliott, the incompetent mentioned in this case.

6. That the said daughter, Rachel E. Elliott, died intestate while unmarried on February 14, 1943, leaving surviving her as her only heirs at law her said sisters and brothers, including the said Robert H. Elliott.

7. That the said Arnold Joseph Daly and Serafina Louise Daly, his wife, have requested and have already received from all of the said heirs at law of the said Benjamin H. Elliott (other than the said Robert H. Elliott) confirmatory and quit-claim deeds

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without payment of any consideration therefor, in which the said property is described in the correct manner as the same was originally conveyed unto the said Benjamin H. Elliott.

8. That the said Arnold Joseph Daly and Serafina Louise Daly, his wife, have now requested your Petitioner, as the Substituted Committee of the Person and Estate of the said Robert H. Elliott, Incompetent, to execute, acknowledge and deliver unto them the confirmatory and quit-claim deed which is attached hereto and marked "Petitioner's Exhibit A" and which is hereby made a part of this Petition by reference without payment of any consideration therefor, for the purpose of conveying, confirming, and quit-claiming unto them, as tenants by the entireties, all of the right, title, interest, and estate of the said Robert H. Elliott, incompetent, in and to the said property which had been conveyed as aforesaid unto his said father Benjamin H. Elliott, by the said deed dated December 28, 1893.

9. That your said Petitioner has personally examined the land records of Anne Arundel County which disclose information pertaining to all of the matters hereinbefore set forth as well as the confirmatory and quit-claim deeds to the said Arnold Joseph Daly and Serafina Louise Daly, his wife, from the other heirs at law of said Benjamin H. Elliott and has verified the correctness of all of the allegations of this Petition and recommends that he be authorized and directed to execute, acknowledge, and deliver the said confirmatory and quit-claim deed as described in paragraph 8 of this Petition without payment of any consideration therefor.

WHEREFORE, your Petitioner prays that a decree may be passed which authorizes and directs your Petitioner as Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent to execute, acknowledge, and deliver unto Arnold Joseph Daly and Serafina Louise Daly, his wife, as tenants by the entireties, the confirmatory and quit-claim deed attached hereto and marked "Petitioner's Exhibit A" and to convey unto the said Arnold Joseph Daly and Serafina Louise Daly, his wife, as tenants by the

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entireties, in fee-simple, all of the right, title, interest, and estate of the said Incompetent in and to all of the real estate which was conveyed as aforesaid unto the said Benjamin H. Elliott, by the aforesaid deed dated December 28, 1893, without payment of any consideration therefor.

Marvin I. Anderson
Substituted Committee of the
Person and Estate of
Robert H. Elliott, Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 19th day of December in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct as therein set forth.

AS WITNESS my hand and seal notarial.

Notary Public

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THIS CONFIRMATORY AND QUIT CLAIM DEED, Made this day of December, in the year Nineteen hundred sixty-one, by and between MARVIN I. ANDERSON, Substituted Committee of the person and estate of Robert H. Elliott, Incompetent, party of the first part, and ARNOLD JOSEPH DALY and SERAFINA LOUISE DALY, his wife, parties of second part, all of Anne Arundel County in the State of Maryland, witnesseth:

WHEREAS, all of the land and property hereinafter described was conveyed or was intended to have been conveyed in fee-simple by Benjamin H. Elliott and Rachel E. Elliott, his wife, to Lydia P. Davidson and Edith G. Shaffer, by deed dated September 25, 1905, and recorded among the land records of Anne Arundel County in Liber G.W. No. 46, folio 187; and,

WHEREAS, said deed contained a metes and bounds description prepared by Louis Green, surveyor, in July, 1905, for a tract of ground said to contain sixty-eight acres, more or less; and,

WHEREAS, the said metes and bounds description erroneously included within it all or the larger part of a tract of land situate east of the old public road leading from Mt. Tabor Church to Millersville said to contain 29 11/12ths acres, more or less, which was never owned by the said Benjamin H. Elliott and Rachel E. Elliott, his wife, and which had previously been conveyed from Richard J. Cadle and wife and another to William P. Gaither by deed dated April 15, 1890, and recorded among the land records of Anne Arundel County in Liber S.H. No. 37, folio 96; and,

WHEREAS, the said metes and bounds description also erroneously does not include within it a substantial part of the property hereinafter described which the said Benjamin H. Elliott and Rachel E. Elliott, his wife, did intend to convey in fee-simple

Petitioner's Exhibit "A"

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unto the said Lydia P. Davidson and Edith G. Shaffer by the said deed dated September 25, 1905; and,

WHEREAS, after the said deed to Lydia P. Davidson and Edith G. Shaffer had been placed on record, all of the property hereinafter described was conveyed or was intended to have been conveyed in fee-simple, by successive deeds heretofore recorded among the aforesaid land records, all of which contained the aforesaid erroneous metes and bounds description prepared in July, 1905, by Louis Green, surveyor, as aforesaid; and,

WHEREAS, all of the land and property hereinafter described was conveyed or was intended to have been conveyed unto the parties of the second part in fee-simple by Jodie H. Allen and Inez M. Allen, his wife, by deed dated January 28, 1953, and recorded among the aforesaid land records in Liber J.H.H. No. 735, folio 406; and,

WHEREAS, in proceedings entitled "In the Matter of the Estate of Robert H. Elliott, Incompetent", in the Circuit Court for Anne Arundel County, No. 12,956 Equity, by decree dated November 29, 1958, Ellen Tyler Elliott, wife of said Incompetent was appointed Committee of the Person and Estate of Robert H. Elliott and proceeded to act as such under the jurisdiction of said Court; and,

WHEREAS, the said Ellen Tyler Elliott departed this life on September 29, 1961, leaving her husband, the said Incompetent, surviving her; and,

WHEREAS, by Order of the said Circuit Court for Anne Arundel County dated October 6, 1961, the said party of the first part, Marvin I. Anderson, was appointed Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent, and did qualify

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as such by filing approved bond and was authorized, empowered, and directed by the said Court by its decree dated December , 1961, to immediately convey all of the right, title, interest and estate of the said Incompetent, howsoever acquired, in and to all of the land and property hereinbefore referred to and hereinafter more fully described unto the parties of the second part, as tenants by the entireties, in fee simple, without payment by the parties of the second part of any consideration to the estate of said Incompetent, and to immediately execute, acknowledge, and deliver unto the said parties of the second part these presents for the purpose of complying with the said decree.

NOW, THEREFORE, THIS CONFIRMATORY AND QUIT CLAIM DEED WITNESSETH, That for and in consideration of the premises and the sum of One ($1.00) dollar and other good and valuable considerations paid by the parties of the second part to the party of the first part, the receipt whereof is hereby acknowledged by the party of the first part and in exercise of the power and authority vested in him, the said party of the first part, under the aforesaid decree of Court, the said Marvin I. Anderson, Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent, does hereby grant, convey, quit claim and confirm unto the said Arnold Joseph Daly and Serafina Louise Daly, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all of the right, title, interest and estate of the said Robert H. Elliott, Incompetent, in and to the following described property, to wit:

ALL that tract, piece, or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County in the State of Maryland, fronting on the west side of the existing

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road which leads from Millersville past St. Stephens' Church toward Mt. Tabor Church, said to contain 68 and 103/120ths acres of land, more or less, and being the same property which was conveyed to Richard F. Cadle by James Cadle by deed dated August 19, 1880, and recorded among the land records of Anne Arundel County in Liber S. H. No. 16, folio 548, and which is the first tract of land described in the mortgage from said Richard T. Cadle to Mary F. Riggs dated November 6, 1885, and recorded among the aforesaid land records in Liber S.H. No. 26, folio 628, saving and excepting therefrom so much thereof said to contain 29 and 11/12ths acres of land, more or less, which was conveyed by Richard F. Cadle to William P. Gaither by deed dated April 15, 1890, and recorded among the aforesaid land records in Liber S.H. No. 37, folio 96, and in said deed more particularly described.

BEING all of the same property which was conveyed from Mary T. Riggs, widow, to the said Benjamin H. Elliott by deed dated December 28, 1893, and recorded among the land records of Anne Arundel County in Liber S.H. No. 46, folio 12, and also being all of the same property which the said Benjamin H. Elliott and Rachel E. Elliott, his wife, conveyed or intended to convey unto Lydia F. Davidson and Edith T. Shaffer by the aforesaid deed dated September 25, 1905, and recorded among the aforesaid land records in Liber G.W. No. 46, folio 187. The said Rachel E. Elliott predeceased her said husband, Benjamin H. Elliott; upon the death of the said Benjamin H. Elliott, who died as a widower and unmarried on January 16, 1925, intestate, all of the right, title, interest and estate of the said Benjamin H. Elliott vested in his only heirs at law, his sons and daughters, to wit: Grace Elliott, Edwin Elliott, Irene M. Reynolds, and Benjamin S. Elliott, Robert H. Elliott, and Herbert L. Elliott. Upon the death of the said Rachel E. Elliott,

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who died unmarried on February 14, 1943, intestate, without leaving surviving her any lineal descendants or father or mother, all of her right, title, interest, and estate in and to the said property vested in her only heirs at law, her said brothers and sisters, to wit: the said Grace Elliott, Edwin Elliott, Irene M. Reynolds, Benjamin S. Elliott, Robert H. Elliott and Herbert L. Elliott. Upon the subsequent death of the said Herbert L. Elliott, who died intestate on April 10, 1945, all of his right, title, interest, and estate in and to the said property vested in his only heirs at law, his widow and son, to wit: Julia May Elliott and Herbert L. Elliott, Jr. It being the intention of these presents that all of the right, title, interest, and estate of the said Robert H. Elliott, Incompetent, in and to every part and parcel of the property hereinbefore described, howsoever acquired, shall pass unto the parties of the second part, as tenants by the entireties, in fee simple.

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

TO HAVE AND TO HOLD all of the right, title, interest and estate of the said Robert H. Elliott, Incompetent, in and to the above described property unto and to the proper use and benefit of them, the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple.

WITNESS the hand and seal of the said party of the first part, Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent.

Witness:

_____

_____ (SEAL)
Marvin I. Anderson
Substituted Committee of the Person and estate of Robert H. Elliott, Incompetent.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this day of December, 1961, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARVIN I. ANDERSON, Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent, and he acknowledged the aforegoing deed to be his act and deed as said Substituted Committee as aforesaid.

Witness my hand and seal Notarial.

Notary Public

My Commission Expires
May 6, 1963

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IN THE MATTER OF THE	*	NO. 12,956 EQUITY
ESTATE OF	*	IN THE
ROBERT H. ELLIOTT,	*	CIRCUIT COURT
Incompetent	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

DECREE

Upon the foregoing Petition, Exhibit, and Affidavit, and it appearing from the said Petition, Exhibit, and Affidavit and from the confirmatory and quit-claim deeds to Arnold Joseph Daly and Serafina Louise Daly, his wife, heretofore executed, acknowledged, and delivered by all of the heirs at law of Benjamin H. Elliott deceased (except Robert H. Elliott, the Incompetent, mentioned in these proceedings) that the said Benjamin H. Elliott and Rachel E. Elliott, his wife, conveyed or intended to convey the fee-simple title to all of the real estate hereinafter referred to unto Lydia P. Davidson and Edith G. Shaffer by deed dated September 25, 1905, and recorded in Liber G.W. No. 46, folio 187, and that all of said property has subsequently been conveyed or was intended to have been conveyed by mesne deeds of record to said Arnold Joseph Daly and Serafina Louise Daly, his wife, as tenants by the entireties, in fee-simple, but that the metes and bounds descriptions for said property contained in or referred to in all of said deeds of record are erroneous, as set forth more fully in said Petition, Exhibit, and Affidavit, and it further appearing to the Court that all of the other heirs at law of said Benjamin H. Elliott (who died intestate on January 16, 1925, after the death of his said wife) have in fact heretofore executed, acknowledged, and delivered quit-claim and confirmatory deeds unto the said Arnold Joseph Daly and Serafina Louise Daly, his wife, as tenants by the entireties, for all of their respective right, title, interest, and estate in and to said property, in fee-simple, it is thereupon ADJUDGED, ORDERED, AND DECREED this 27th day of December, 1961, by the Circuit Court for Anne Arundel County,

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Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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sitting in Equity, that all of the right, title, interest and estate of Robert H. Elliott, the Incompetent mentioned in these proceedings, howsoever acquired, in and to all of the land and property situate in the Second Election District of Anne Arundel County which was conveyed in fee-simple unto Benjamin H. Elliott, the deceased father of said Incompetent, by deed from Mary T. Riggs, widow, dated December 28, 1893, and recorded in Liber S.H. No. 46, folio 12, be immediately conveyed unto Arnold Joseph Daly and Serafina Louise Daly, his wife, as tenants by the entireties, in fee-simple, without payment by the said Arnold Joseph Daly and Serafina Louise Daly, his wife, of any consideration to the Estate of the said Incompetent; and it is further ADJUDGED, ORDERED and DECREED that Marvin I. Anderson, as Substituted Committee of the Person and Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized, enpowered, and directed to immediately execute, acknowledge, and deliver unto the said Arnold Joseph Daly and Serafina Louise Daly, his wife, the original copy of the confirmatory and quit-claim deed which is attached to said Petition as "Petitioner's Exhibit A" for the purpose of complying with this Decree.

Matthew S. Evans
JUDGE

LIBER 138 PAGE 511

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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LIBER 138 PAGE 512

IN THE MATTER OF	*	IN
THE ESTATE OF	*	THE CIRCUIT COURT
ROBERT H. ELLIOTT, INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO.12,956 EQUITY

* * * * *

TESTIMONY ON BEHALF OF PLAINTIFF

December 1, 1961

Present:

Mr. Marvin I. Anderson, Solicitor for Plaintiff

Mr. Malcolm B. Smith, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Vinton T. Bull, pages 2 - 3.

Eldridge S. Wilkerson, pages 4 - 5.

Marvin I. Anderson, page 6.

FILED

1962 JAN -3 PM 4:23

Vinton T. Bull, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 What is your name?

A Vinton T. Bull.

2 What is your position?

A Supervisor of Assessments for Anne Arundel County.

3 How long have you been Supervisor of Assessments of Anne Arundel County?

A Since 1957.

4 And are you familiar with the property known as 712 Chesapeake Avenue, Annapolis, Maryland, owned by Robert H. Elliott?

A Yes sir.

5 When did you examine the property?

A This was examined August the 21st.

6 And did you make an appraisal of the property?

A Yes.

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

A $11,260.00.

8 And what does it consist of?

A Well, it is a frame constructed house, has wide feather edge siding, full cellar, plaster walls, hardwood and pine flooring, hot water oil burning heat, and is 26 x 28, the basic house, with a side screened porch. It is located on a lot that is 50 x 150 fronting on Chesapeake Avenue.

9 Is the house in good shape?

A It needs quite a bit of repairs. The roof is in bad shape and the siding is beginning to deteriorate somewhat because of lack of paint. There was also a bad side entrance, seemed to be

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caused by termites.

10 Do you know how much the property rents for?

A No, I don't, I know it's occupied by Mr. Wood.

(Mr. Anderson)

I offer in evidence contract of sale between myself, who is substitute committee for Robert H. Elliott, and Louis H. Hall and wife, as Examiner's Exhibit No. 1.

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

11 I show you Examiner's Exhibit No. 1, which is a contract of sale between Marvin I. Anderson, Substitute Trustee, and Louis H. Hall and wife, for the sale of that property for $11,000.00, and ask you, whether, in your opinion, that price is fair and reasonable for the property?

A I would think so, because when these people buy they are certainly going to have to spend some money to put it in shape.

12 And would you say that, in your opinion, it would be for the best interest and advantageous to the incompetent that the property be sold?

A I would say so, yes. The longer they maintain that property and fail to do any work on it, the value on it is going to gradually go down.

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 Vinton F. Bull

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

(Mr. Anderson)

1 What is your name?

A Eldridge S. Wilkerson.

2 You address is?

A Tracy's Landing.

3 And what is your position with Anne Arundel County?

A Assistant Supervisor of Assessments.

4 And how long have you been Assistant Supervisor of Assessments?

A Since 1958.

5 And are you familiar with the property which I have sold to Louis H. Hall and wife, known as 712 Chesapeake Avenue in Eastport?

A Yes sir.

6 And did you also make an examination of the property?

A Yes sir.

7 And when did you do that?

A 21st of August of'61.

8 And what valuation did you put on that property?

A $11,200.00.

9 In your opinion, is that a fair market value of the property?

A Approximately.

10 And I show you a Contract of Sale marked Examiner's Exhibit No.1, which is the contract with Mr. Hall, Mr. and Mrs. Hall, and ask you whether the price therein stated of $11,000.00, in your opinion, is a fair and reasonable price for the property?

A I would say that would be a fair price.

11 Do you feel that a sale of $11,000.00 would be to the best

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interest and advantageous to the incompetent, Robert Elliott?

A I would say, yes.

12 State, briefly, what the property consist of.

A Well, the dwelling is a two storey dwelling, it's 26 x 28, composition roof, large siding, block foundation, full cellar, fireplace, plaster walls, hardwood flooring first floor and pine flooring on the second, hot water heat, and it has a screened side porch 7 x 14, and a closed porch on the rear, two closed porches on the rear 6 x 8, 720 square feet of floor space in the main house. And I feel that the house today would be worth approximately $8,700.00, $2500.00 on the land value, making $11,200.00.

13 Is the property in a good state of repair?

A It's in a very run down condition, there's a lot of repair that's necessary, the siding is in very poor condition, and I found material that is decayed or eaten by termites, and it will take considerable amount to restore what is there.

11C

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 Eldridge S. Wilkerson

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Marvin I. Anderson, a witness of lawful age being first duly sworn, deposes and says:

I have been trying to sell this property since I have been Substituted Committee, and I advertised the property at least a week in the Evening Capital, and although I received a number of inquiries, I received no satisfactory offer. I tried to sell the property to the tenant and he was unable to raise the money. I examined the house myself and went through it on one occasion with the tenant, and he pointed out to me that the roof leaked, and, in fact, an entire new roof is needed. The outside of the house has not been painted for years, and is deteriorating rapidly. He also showed me where the termites had eaten up some of the timber around the foundation and other matters which indicated to me that it would take a considerable sum of money to put the house in first class condition. And, on the other hand, if it was not repaired and the conditions remedied the house will depreciate rapidly. Therefore, considering the fact that the house owner rents for $65.00 a month, and the further fact that there is a mortgage on the property and the estate is in need of considerable cash money to pay other obligations, it is, in my opinion, necessary and advisable to sell the property and that the contract with Louis H. Hall and wife is fair and reasonable, and to the best interest of the incompetent, and should be ratified.

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. Mann T. Anderson.

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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 his behalf, this testimony is now losed, and at the request of Plaintiff's Solicitor is returned to the Court.

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

Witness my hand and seal this 3rd day of January, 1962.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00

I.H. $10.00

LIBER 138 PAGE 522

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 - Auditor's Acct. - Eq. 12,956

Robert H. Elliott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of January, 1962. The first insertion being made the 21st day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,956 Equity

In the Matter of the Estate of ROBERT H. ELLIOTT, Incompetent

Ordered, this 18th day of December, 1961. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-4

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1962 JAN -8 PM 3:47

No. M. G. 24684

120 A

IN THE MATTER OF * LIBER 138 PAGE 523 NO. 12,956 EQUITY

THE ESTATE OF * IN THE

ROBERT H. ELLIOTT, * CIRCUIT COURT
Incompetent

* FOR

* ANNE ARUNDEL COUNTY

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

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree the sale of the property by Marvin I. Anderson, Substituted Committee for Robert H. Elliott, Incompetent.

Louis H. Hall

Mary L. Hall

Marvin I. Anderson
Substituted Committee for the
Estate of Robert H. Elliott,
Incompetent

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1962 JAN 12 AM 11:05

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IN THE MATTER OF	*	NO. 12,956 EQUITY
THE ESTATE OF	*	IN THE
ROBERT H. ELLIOTT Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

DECREE

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is therefore, ADJUDGED, ORDERED and DECREED this 15th day of January 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, that Marvin I. Anderson, Substituted Committee for the Estate of Robert H. Elliott, Incompetent, be and he is hereby authorized to sell the property described in these proceedings, owned by the Estate of Robert H. Elliott, Incompetent, and mentioned and described in the Agreement of Sale and Purchase filed in these proceedings; and that said Agreement of Sale and Purchase made by and between the said Marvin I. Anderson, Substituted Committee, and Louis H. Hall and Mary L. Hall, his wife, be and the same is hereby ratified, confirmed and approved and that the said Marvin I. Anderson, Substituted Committee as aforesaid, upon payment of the purchase price mentioned in said agreement, but not before, shall convey to Louis H. Hall and Mary L. Hall, his wife, as tenants by the entireties, all of the right, title, and interest of Robert H. Elliott, the Incompetent, in and to the aforesaid property and land in accordance with the terms and conditions of said Agreement of sale and purchase.

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1962 JAN 16 PM 12:00

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And it is further ADJUDGED, ORDERED and DECREED, that after receiving the whole purchase price, the said Substituted Committee is authorized to apply so much of the proceeds thereof as may be necessary to the mortgage indebtedness, and shall bring into Court the surplus, if there be a surplus arising from said sale, to be held, distributed or invested as this Court shall determine under the direction of this Court, after deducting the costs, and such commissions and fees to the Committee as this Court shall think proper to allow.

Judge

LIBER 138 PAGE 525

LIBER 138 PAGE 526

IN THE MATTER OF	:	NO. 12,956 EQUITY
ESTATE OF	:	IN THE
ROBERT H. ELLIOTT, Incompetent	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

COMMITTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson, Substituted Committee appointed to take and manage the property and income of Robert H. Elliott, Incompetent, duly appointed by the Order of this Court dated October 6, 1961, and appointed to convey the property described in the decree of this Court dated January 15, 1962, to Louis H. Hall and Mary L. Hall, his wife, the purchasers, respectfully shows unto your Honors:

1. That on or about the 15th day of January, 1962, the said Marvin I. Anderson, Substituted Committee as aforesaid, duly executed, acknowledged and delivered to Louis H. Hall and Mary L. Hall, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this Court dated January 15, 1962, and described in the contract of sale dated November 22, 1961, mentioned in said decree in these proceedings, as tenants by the entireties, and to their heirs and assigns, in fee simple, with its appurtenances, free, clear and discharged from all claims of the said incompetent, and of those claiming, by, from or under him, in accordance with the terms of said contract of sale as directed by this Court's said decree; the said Marvin I. Anderson, Substituted Committee as aforesaid, having received the net amount of Ten thousand nine hundred eighty-five dollars and seventy-one

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cents ($10,985.71), being the balance due the Incompetent after the payment of documentary stamps, adjustment of taxes and rent, all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty etc.,

Marvin I. Anderson, Substituted Committee Robert H. Elliott, Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 3rd day of ~~February~~ April in the year Nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Substituted Committee of Robert H. Elliott, Incompetent and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth.

Witness my hand and seal Notarial,

Notary Public

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January 15, 1962

LIBER 138 PAGE 528

Louis H. Hall and Mary L. Hall, his wife,

In Account with

Marvin I. Anderson, Substituted Committee Robert H. Elliott, Incompetent

Proceeds of Sale of 712 Chesapeake Avenue		$11,000.00
Refund 166 days City taxes 1961 ($91.99)		41.84
		$11,041.84
Less:		
Refund 15 days 1962 State and County taxes ($133.24)	5.48	
Rent Jan. 15, 1962 to January 31, 1962 ($65.00 per mo.)	32.50	
Fed. Doc. Stamps 12.10 1/2	6.05	
State Doc. stamps 24.20 1/2	12.10	
	56.13	56.13
Balance to Marvin I. Anderson, Substituted Committee Robert H. Elliott		$10,985.71

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LIBER 138 PAGE 529

IN THE MATTER OF THE	:	NO. 12,956 EQUITY
ESTATE OF ROBERT H.	:	IN THE
ELLIOTT,	:	CIRCUIT COURT
Incompetent	:	for
	:	ANNE ARUNDEL COUNTY

COMMITTEE's REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson, Substituted Committee appointed to take and manage the property and income of Robert H. Elliott, Incompetent, duly appointed by the Order of this Court dated October 6, 1961, and appointed to convey the property described in the decree of this Court dated November 8, 1961, to Albin A. Ahlstrom and Mamie E Ahlstrom, his wife, the purchasers respectfully shows unto your Honors:

1. That on or about the 12th day of February, 1962, the Marvin I. Anderson, Substituted Committee as aforesaid, duly executed, acknowledged, and delivered to Albina A. Ahlstrom and Mamie E. Ahlstrom, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this Court dated November 8, 1961, and described in the contract of sale dated October 23, 1961, mentioned in said decree and in these proceedings, as tenants by the entireties, and to their heirs and assigns, in fee simple, with its appurtenances, free, clear and discharged from all claims of the said incompetent, and of those claiming, by, from or under him, in accordance with the terms of said contract of sale as directed by this Court's said Decree; the said Marvin I. Anderson, Substituted Committee as aforesaid, having

1962 APR -3 PM 2:[illegible]

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received the net amount of Nineteen thousand nine hundred eighty-four dollars and seventy-seven cents ($19,994.77), being the balance due the Incompetent after the payment of documentary, stamps, adjustment of taxes and rents, all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty etc.,

Marvin I. Anderson, Substituted Committee Robert H. Elliott, Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 3rd day of ~~February~~ April in the year Nineteen hundred and sixty-two, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Substituted Committee of Robert H. Elliott, Incompetent and made oath in due form of law that the matters and facts stated in thed aforegoing Report of Sale are true as therein set forth.

Witness my hand and seal Notarial,

Notary Public

LIBER 138 PAGE 531

Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife,

In Account with

Marvin I. Anderson, Substituted Committee Robert H. Elliott, Incompetent

- - - - - - - - - - - - - - - - - -

Proceeds of Sale of 424 6th Street,		$ 20,100.00
Refund 1961 City taxes($87.11) 138 days		32.93 ✓
Refund house rents 2/5/62 to 2/11/62 ($75.00) 7 days @ $2.50		17.50 ✓
		$20,150.43

Less:

43 days 1962 State & Co. taxes ($126.17)	14.86 ✓	
water rent 1/1/62 to 3/1/62 ($19.53) 43 days -	13.98 ✓	
Rents $155.00- 2/1/62 to 2/28/62 12 days $5.166	92.99 ✓	
Fed. Rev. stamps $22.55 1/2	11.28 ✓	
State Rev. Stamps 45.10	22.55 ✓	
	155.66	
To Marvin I. Anderson, Sub-Committee Robert H. Elliott	19,994.77	
	$20,150.43	$20,150.43

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Annapolis, Md.

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LIBER 138 PAGE 532

IN THE MATTER OF	:	NO. 12,956 EQUITY
ESTATE OF	:	IN THE
ROBERT H. ELLIOTT, Incompetent	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

COMMITTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson, Substituted Committee appointed to take charge and manage the property and income of Robert H. Elliott, Incompetent, duly appointed by the Order of this Court dated October 6, 1961, and appointed to convey the property described in the decree of this Court dated November 8, 1961, to Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife, the purchasers, respectfully shows unto your Honors:

1. That on or about the 14th day of December, 1961, the said Marvin I. Anderson, Substituted Committee as aforesaid, duly executed, acknowledged, and delivered to Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this Court dated November 8, 1961, and described in the contract of sale dated October 23, 1961, mentioned in said decree and in these proceedings, as tenants by the entireties, and to their heirs and assigns, in fee simple, with its appurtenances, free, clear and discharged from all claims of the said incompetent, and of those claiming, by, from or under him, in accordance with the terms of said contract of sale as directed by this Court's said Decree; the said Marvin I. Anderson, Substituted Committee as aforesaid, having

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received the net amount of Twenty-six hundred sixteen dollars and ninety-six cents ($2616.96), being the balance due the Incompetent after the payment of documentary stamps, balance of mortgage to Maryland National Bank and recordation fee of release of mortgage all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty etc.,

Marvin I. Anderson, Substituted
Committee Robert H. Elliott

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 3rd day of ~~February~~ April in the year Nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Substituted Committee of Robert H. Elliott, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth.

Witness my hand and seal Notarial,

Notary Public

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December 7, 1961

LIBER 138 PAGE 534

Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife,

In Account with

MarvinI. Anderson, Substituted Committee
Robert H. Elliott, Incompetent

Amount of Purchase Price for Tall Cedar Lots		$16,200.00
Refund of 23 days of 1961 State and County taxes		5.13
Refund of 6 mos. & 24 days 1961 City taxes		34.54
		$16,239.67
Less:		
U.S.Federal Doc. Stamps $18.15 one-half	9.08	
State of Maryland Doc. stamps $36.30 1/2	18.15	
Balance of mortgage principal and interest to Maryland National Bank	13594.48	
Rec. Release of mortgage	$13621.71	
	1.00	
Balance to Marvin I. Anderson, Substituted Committee Robert H. Elliott	2616.96	
	$16,239.67	$16,239.67

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LIBER 138 PAGE 535

IN THE MATTER OF	:	NO. 12,956 EQUITY
ESTATE OF	:	IN THE
ROBERT H. ELLIOTT, Incompetent	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

COMMITTEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson, Substituted Committee appointed to take charge and manage the property and income of Robert H. Elliott, Incompetent, duly appointed by the Order of this Court dated October 6, 1961, and appointed to convey the property described in the decree of this Court dated November 2, 1961, to Edward H. Legum and Miriam R. Lgeum, his wife, the purchasers, respectfully shows unto your Honors:

1. That on or about the 7th day of December, 1961, the said Marvin I. Anderson, Substituted Committee as aforesaid, duly executed, acknowledged and delivered to Edward H. Legum and Miriam R. Legum, his wife, a deed coveying to them, the purchasers, the property described in the Decree of this Court dated November 2, 1961, and described in the contract of sale dated October 19, 1961, mentioned in said decree and in these proceedings, as tenants by the entireties, and to their heirs and assigns, in fee simple, with its appurtenances, free, clear and discharged from all claims of the said incompetent, and of those claiming, by, from or under him, in accordance with the terms of said contract of sale as directed by this Court's said Decree; the said Marvin I. Anderson, Substituted Committee as aforesaid, having received the net amount of Twelve hundred thirty dollars and forty-one cents, being the balance due the Incompetent after the payment of documentary stamps,

Realtor's commission and payment on account of mortgage indebtedness all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty etc.,

Marvin I. Anderson, Substituted
Committee Robert H. Elliott

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 3rd day of ~~February~~ April in the year Nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Substituted Committee of Robert H. Elliott, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth.

Witness my hand and seal Notarial,

Notary Public

December 7, 1961

Edward H. Legum and Miriam R. Legum, his wife,

In Account with

Marvin I. Anderson, Substituted Committee of Robert H. Elliott.

Proceeds of Sale of 506 Third Street		$5,000.00
Refund 24 days 1961 State & Co. taxes ($77.35)		5.16
Refund 24 days water ($6.51)		1.68
Refund 1961 City taxes ($56.24) 6 mos. & 24 days		31.82
		$5,038.66
Less:		
Fed. Rev. Stamps $5.50 1/2	2.75	
State R v. stamps $11.00 1/2	5.50	
Commissions to Realtor	300. 00	
Maryland National Bank on account of mortgage debt	3500.00	
	$3808.25	
Balance to Marvin I. Anderson, Sub-Committee Robert H. Elliott	1230.41	
	$5,038.66	$5,038.66

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In the Case of

LIBER 138 PAGE 538

IN The Matter of the Estate

of

VS.

Robert H. Elliott,

Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 12,956 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 24, 1962

John H. Hopkins, IV Auditor.

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1962 APR 24 AM 9:33

Dr. In the Matter of the Estate of Robert H. Elliott, Incompetent in ac.

To Committee for Counsel fee,(Court Order 4/4/62)	5,000 00		
To Committee for commissions, viz:			
Sale of property #712 Chesapeake Avenue	361 26		
Sale of property #424 Sixth Street	634 51		
Sale of property "Tall Cedar Lots"	517 19		
Sale of property #506 Third Street	181 16		6,694 12
To Committee for Court costs, viz:			
Clerk of Court - costs to 4/3/62	121 75		
Malcolm B. Smith - Examiner fees	20 00		
Irene Hazel - Stenographer fee	10 00		
Shirley Miller - Stenographer fees	21 00		
John G. Rouse - Examiner fee	10 00		
Auditor - Stating this account	108 00		290 75
To Committee for Expenses, viz:			
Capital-Gazette Press - Advertising sale (City houses)	5 00		
Vinton T. Bull - Appraisal & testimony	60 00		
Eldridge Wilkinson - Appraisal & testimony	60 00		
Clerk of Court - recording release of mortgage	1 00		
One-half Federal documentary stamps 424 - Sixth street	11 28		
One-half Federal documentary stamps 712 Chesapeake Avenue	6 05		
One-half Federal documentary stamps Tall Cedar Lots	9 08		
One-half Federal documentary stamps 506 Third Street	2 75		
One half State documentary stamps 424 Sixth Street	22 55		
One-half State documentary stamps 712 Chesapeake Avenue	12 10		
One-half State documentary stamps Tall Cedar Lots	18 15		
One-half State documentary stamps 506 Third Street	5 50		
Howard B. McElwain, Jr., Realtor commission on sale 506 Third Street	300 00?		
Rosamond S. Coffin - Notary fees	2 50		
Anderson & Anderson - Refund, Certified copy	2 25		518 21

To Committee for taxes, viz:				
1962 State & County Taxes to 1/15/62 (133.24) 15 days - 712 Chesapeake Avenue		5	48	
1962 State & County Taxes to 2/12/62 (126.17) 43 days - 424 Sixth Street		14	86	
1961 Annapolis City taxes (remaining properties)		480	56	
1962 State & County Taxes (remaining properties)		259	08	759 98
To Committee for liens, viz:				
Maryland National Bank - payment of principal and interest of mortgage (12/14/61)		13,594	48	
Maryland National Bank - payment on principal of mortgage (12/7/61)		3,500	00	17,094 48
To Committee for maintenance of Ward and property, viz:				
Annapolis Water Co. - metered water		125	23	
Annapolis Utilities - fuel oil, 424 Sixth St.		283	16	
Annapolis Utilities - repairs, 424 Sixth St.		13	00	
Gas & Electric Co. - Service, 424 Sixth St.		77	78	
Metropolitan Life Ins. Co. - Insurance premiums		139	32	
National Surety Corp. - Sub. Committee bond		60	00	
Robert H. Elliott, Jr. - Christmas present		25	00	
Dept. of Mental Hygeine -(care of ward to 12/31/61)		458	00	
Campbell's General Hauling - hauling furniture		21	00	
State of Md. - Div. of Disbursements, Jan.1962 Income		60	00	
Comptroller of the Treasury - 1961 State Tax Income		1	61	
Internal Revenue Service - 1961 Federal Tax (Pd. by tenant)		728	61	
J.F.Johnson Lbr. Co. - material, 517 Sixth St.		14	71	2,007 42
Corpus Balance in hands of Marvin I. Anderson, Substitute Committee		37,265	28	37,265 28
				64,630 24

137

with Marvin I. Anderson, Substitute Committee of Robert H. Elliott — Cr.

CORPUS CASH

1961						
Dec	7	Proceeds of sale of "Tall Cedar Lots"				
		(Decree dated 11/8/61)	16,200	00		
		Refund 1961 State and County taxes				
		(81.57) - 23 days	5	13		
		Refund 1961 City of Annapolis Taxes				
		(60.97) - 6 months and 24 days	34	54	16,239	67
Dec.	7	Proceeds of sale of #506 Third Street				
		(Decree dated 11/2/61)	5,000	00		
		Refund 1961 State and County Taxes				
		(77.35) - 24 days	5	16		
		Refund 1961 City of Annapolis Taxes				
		(56.24) - 6 months and 24 days	31	82		
		Refund water rent (6.51) - 24 days	1	68	5,038	66
1962						
Jan.	23	Balance in hands of Substitute Committee				
		as shown by Auditors Report and Account	2,976	11	2,976	11
Jan.	15	Proceeds of sale of #712 Chesapeake Avenue				
		(Decree dated 1/15/62)	11,000	00		
		Refund 1961 City of Annapolis Taxes				
		(91.99) - 166 days	41	84	11,041	84
Feb	12	Proceeds of sale of #424 Sixth Street				
		(Decree dated 11/8/61)	20,100	00		
		Refund 1961 City of Annapolis Taxes				
		(87.11) - 138 days	32	93		
		Refund house rents - 2/5/62 to 2/12/62				
		(75.00) - 7 days @ 2.50	17	50	20,150	43

Metropolitan Life Insurance Co. - Proceeds Life Insurance on life of Ellen T. Elliott	5,500 00	5,500 00
INCOME RECEIPTS		
Rents collected from 9/29/61 to 4/3/62 as follows:		
#712 Chesapeake Avenue to 1/15/62	227 50	
#424 Sixth Street to 2/12/62	982 01	
#515 Sixth Street to 4/1/62	150 00	
#517 Sixth Street to 5/1/62	315 00	
U. S. Treasury - 7 months retired pay due ward @ 220.00 per month	1,540 00	
Nationwide Mutual Fire Ins. Co. Refund Ins. Prem.	20 18	
Metropolitan Life Ins. Co. Refund Ins. Prem.	146 03	
Treasurer Anne Arundel County - (Refund overpayment 1961 taxes)	99 50	
Metropolitan Life Ins. Co. - Dividends	136 60	
E. C. Murray, Agent - Refund Ins. Premium	60 20	
S. Wood - Refund water Rent, 712 Chesapeake Ave.	6 51	3,683 53
		64,630 24

LIBER 138 PAGE 543

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 10th day of May, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1962 MAY 10 PM 3 44

George T. Cromwell, Clerk
by Deputy

LIBER 138 PAGE 544

JOHN W. HESSIAN, JR., Administrator of the Estate of George Albert Kelso, late of Baltimore City, deceased Campbell Building Towson 4, Maryland	:	IN THE CIRCUIT COURT
Complainant	:	
vs.	:	FOR ANNE ARUNDEL COUNTY
ELSIE MAY KELSO and IRVIN ALBERT KELSO 142 Gibbons Avenue Toledo 9, Ohio	:	
Respondents	:	IN EQUITY
: : : : : : : : : : : :		Equity No. 13,938

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE Bill of Complaint of John W. Hessian, Jr., Administrator of the Estate of George Albert Kelso, late of Baltimore City, deceased, by Smalkin & Hessian and John Demyan, Jr., his solicitors, respectfully represents unto your Honor:

1. THAT George Albert Kelso, late of Baltimore City, deceased, departed this life intestate on or about August 25, 1959, in Baltimore City, State of Maryland, leaving surviving him as his only heirs-at-law, his wife, Elsie May Kelso, and a son, Irvin Albert Kelso, both of whom are adult and sui juris.

2. THAT said George Albert Kelso was during his lifetime and at the time of his death seized and possessed of the fee simple interest in and to all that improved lot of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and known and designated as Lot No. 23, as shown on the Plat of Meredith Homes of Anne Arundel County, Maryland, which said Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 4, Rod G-5, Plat No. 5, said decedent having acquired said fee simple interest in and to the aforementioned lot of ground by Deed dated August 20, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 778, folio 130, etc., from Orlando Ridout, III and Mary McKinsey Ridout, his wife. The original Deed is filed herewith marked "Complainant's

LAW OFFICES
SMALKIN & HESSIAN
TOWSON, MARYLAND

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Exhibit No. 1," and prayed to be taken as part hereof as if fully incorporated herein.

3. THAT on September 9, 1959 Letters of Administration of all of the goods, chattels and personal estate of said decedent were granted unto your Complainant by the Orphans' Court of Baltimore City, and he has duly qualified as such by filing his approved bond. A certified copy of said Letters of Administration is filed herewith marked "Complainant's Exhibit No. 2," and prayed to be taken as part hereof as if fully incorporated herein.

4. THAT the personal estate of said decedent amounts to approximately Three Hundred Dollars ($300.00) and it is not sufficient to pay the funeral bill, inheritance tax and expenses incident to the administration of said estate.

5. THAT your Complainant has been advised, believes and, therefore, avers that it is necessary and proper that the aforementioned improved fee simple real estate be sold to pay and fully discharge the just debts of said decedent and the cost and expenses incident to the administration of said estate.

6. THAT the appraisers of the Orphans' Court of Baltimore City have appraised said lot of ground and the improvements erected thereon at Four Thousand Dollars ($4,000.00).

TO THE END, THEREFORE:

(a) That a decree may be passed for the sale of said property.

(b) That a trustee or trustees may be appointed by this Honorable Court to sell the real estate aforementioned, either at public or private sale, and to distribute the net proceeds arising therefrom under the jurisdiction of this Honorable Court.

(c) That your Complainant may have such other and further relief as the nature of his case may require.

AND AS IN DUTY BOUND, etc.

SMALKIN & HESSIAN

By _____
Clewell Howell, Jr.
Campbell Building, Towson 4,
Maryland VAlley 3-8440

John Demyan, Jr.
16 Crain Highway, S.W.
Glen Burnie, Maryland
SOuthfield 6-0770
Solicitors for Complainant

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John W. Hessian, Jr., Complainant herein, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

John W. Hessian, III
Notary Public

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LIBER 778 PAGE 130

FEE SIMPLE DEED—CODE—CITY OR COUNTY.

LIBER 138 PAGE 547

This Deed, Made this twentieth day of August - in the year one thousand nine hundred and fifty-three, by and between ORLANDO RIDOUT, III and MARY McKINSEY RIDOUT, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part, and GEORGE ALBERT KELSO, of Baltimore, Maryland , party of the second part.

Witnesseth that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said ORLANDO RIDOUT, III and MARY McKINSEY RIDOUT, his wife - do grant and convey unto GEORGE ALBERT KELSO his - heirs and assigns in fee-simple, all that lot of ground - situate, lying and being in the Third Election District of Anne Arundel County - - - - - and described as follows, that is to say

~~Beginning for the~~ BEING AND COMPRISING Lot No. 23 as shown on a plat known as Meredith Homes of Anne Arundel County, third election district, Maryland, recorded among the Land Records of Anne Arundel County in Cabinet No. 4, Rod G-5, Plat No. 5, March 18, 1953.

BEING part of the property which was conveyed to ORLANDO RIDOUT III and his wife, MARY McKINSEY RIDOUT, by HOWARD DeMUTH, Jr., Trustee, by deed dated April 22, 1953, recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. No. 751 Folio 97.

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Complainant's Exhibit No. 1

4

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

To have and to hold the said lot of ground - - - - - - - - - - - - - - - and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said GEORGE ALBERT KELSO, his heirs and assigns, forever - in fee-simple.

subject, however, to the restrictions set forth in deed and agreement from ORLANDO RIDOUT III and wife, MARY McKINSEY RIDOUT, to HOWARD DeMUTH, Jr., trustee, dated April 22, 1953, and recorded among the land records of Anne Arundel County, J.H.H. 751, Folio 90.

And the said ORLANDO RIDOUT III and MARY McKINSEY RIDOUT, his wife - hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land - - - - - as may be requisite.

Witness the hands and seals of said grantors

Test:

Thomas E. League

Orlando Ridout III [SEAL]
ORLANDO RIDOUT III

Mary McKinsey Ridout [SEAL]
MARY McKINSEY RIDOUT

5

6

LIBER 778 PAGE 132

State of Maryland. to wit: LIBER 138 PAGE 549

I HEREBY CERTIFY, that on this 25 day of August - - - - - - - - - - - - - -

in the year one thousand nine hundred and fifty-three - - - - - - - - before me, the subscriber

a Notary Public - of the State of Maryland, in and for

Anne Arundel County - aforesaid, personally appeared

ORLANDO RIDOUT III and MARY McKINSEY RIDOUT, his wife, the within Grantors, satisfactorily proven to be the persons whose names are subscribed to the within instrument, and they acknowledged the foregoing Deed to be their act. and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Catherine S. Hesse
Notary Public

My commission expires
May 2, 1955

Recorded: August 26, 1953 at 12.20 P.M.

JOSEPH H. ... SR.
TAX DEED
DEC. ...
FROM LB

ORLANDO RIDOUT
AND
MARY McKINSEY RIDOUT
TO
GEORGE ALBERT KELSO

Block No.....

Received for Record.....19.....
at.....o'clock.....M. Same day recorded
in Liber.....No.....Folio.....etc.,
one of the Land Records of.....

Examined for Record this 26 day of Aug. 1953 at 12:20 P.M. and the same day recorded in Liber No. 778 Fol. 130 Land Records of Anne Arundel County
Cost of Record $2.50
Jos. H. Kipley Jr.
Clerk

LUCAS BROS., BALTIMORE, MD. FORM 1110

I hereby certify that the property mentioned in this deed has been transferred as provided by act 1920.

LIBER 138 PAGE 550

Maryland, Sc.

108. Every executor shall, within thirteen months from the date of his administration, pay said tax on distributive shares and legacies in his hands, and on failure to do so he shall forfeit his commissions. After the expiration of said thirteen months the Orphans' Court shall not entertain any petition or other proceeding for the re-appraisement or revaluation of any property making up such distributive shares or legacies, or the modification of any appraisement thereof theretofore made.

The State of Maryland.

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that George Albert Kelso

late of Baltimore City, deceased, hath died intestate, Administration of all goods, chattles, credits and personal Estate of the said Deceased is hereby granted and committed unto

John W. Hessian, Jr.

who is appointed Administrator of said Deceased.

Witness, DULANY FOSTER, Esq.,

Chief Judge of the Orphans' Court of Baltimore City, this 9th day of September in the year of our Lord nineteen hundred and fifty-nine

TEST:

Leroy C. Shaughnessy
Register of Wills for Baltimore City.

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2000—1-59

66

Complainant's Exhibit No. 2

7 13,938 Eq. Hessian v Kelso

Examiner's Exh. 1 E Kilowany Examiner

LIBER 138 PAGE 551

JOHN W. HESSIAN, JR., Administrator of the Estate of George Albert Kelso, late of Baltimore City, deceased
Campbell Building
Towson 4, Maryland
Complainant

vs.

ELSIE MAY KELSO and IRVIN ALBERT KELSO
142 Gibbons Avenue
Toledo 9, Ohio
Respondents

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,938 Equity

ANSWER TO BILL OF COMPLAINT
FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE Answer of Elsie May Kelso and Irvin Albert Kelso, Respondents herein, to the Bill of Complaint heretofore exhibited against them in this Honorable Court, respectfully represents unto your Honor:

1. YOUR Respondents admit the allegations contained in paragraphs 1, 2 and 3 of said Bill of Complaint.

2. ANSWERING the fourth, fifth and sixth paragraphs of said Bill of Complaint, your Respondents have no personal knowledge of the matters and facts contained therein and, therefore, can neither admit nor deny the same but insofar as said allegations may be material to this cause, they demand strict proof thereof.

WHEREFORE, having fully answered said Bill of Complaint, your Respondents pray that they may hence be dismissed with their proper costs.

AND AS IN DUTY BOUND, etc.

JOHN S. COLLINS
Attorney for Defendants
22 B & A Blvd, Glen Burnie, Md.
So. 6-1877

Elsie May Kelso
Elsie May Kelso

Irvin Albert Kelso
Irvin Albert Kelso

Copy received by hand delivery this 30th day of November, 1960.

John Demyan, Jr.
Solicitor for Complainant.

1960 DEC -1 PM 3:29

LIBER 138 PAGE 552

JOHN W. HESSIAN, JR., Administrator of the Estate of George Albert Kelso, late of Baltimore City, deceased	*	IN
	*	THE CIRCUIT COURT
Complainant	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
ELSIE MAY KELSO and IRVIN ALBERT KELSO	*	
Respondents	*	NO.13,938 EQUITY

* * *

TESTIMONY ON BEHALF OF COMPLAINANT

January 31, 1961

Present:

Mr. Michael Demyan, Solicitor for Complainant

Mr. John S. Collins, Solicitor for Respondents

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Charles F. Morrison, Jr., pages 2 - 3.

Alex Cooper, pages 4 - 5.

John W. Hessian, Jr., pages 6 - 7.

John K. Favorite, pages 8 -9.

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Charles F. Morrison, Jr., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Demyan)

1 Give your full name and address.

A Charles F. Morrison, Jr., Munsey Building, Baltimore, Maryland.

2 What is your occupation?

A I'm vice-president of the Equitable Trust Co.

3 And do you appraise real estate?

A Yes sir.

4 Will you state your qualifications in regard to real estate?

A I've been in the real estate business since 1925, at that time I was assistant secretary to the Maryland Mortgage Company, and the Mortgage Company of Maryland. I became associated with the Equitable Trust in 1941.

5 Do you deal with real estate for the Equitable Trust Company?

A Yes sir.

6 Now, do you deal with real estate in Anne Arundel County?

A I don't know just what you mean by that, I have made mortgage loans down here for the Equitable.

7 You've made appraisals?

A Yes.

8 Now, have you had the occasion to appraise property known as Lot No.23, Plat of Meredith Homes?

A I have.

9 And would you give your opinion as to value of this property?

A In my opinion, the property has a market value of

Four Thousand Two Hundred and Fifty Dollars ($4250.00).

10 Would you describe the property?

A It's a lot 66 x 190, 66 feet fronting on Meredith Creek. The lot is level and has good drainage. It is improved by a one-story concrete block building, having two rooms, there's a hand pump supplying water, and the only other utility is electricity.

11 In what condition is the structure on that lot?

A The building was in very poor condition.

12 Is this a waterfront property?

A It is a waterfront property.

13 Is the waterfront fairly good waterfront, or is it a swampy area?

A Well, I'd say it was fairly good waterfront, the value is mostly in the land.

(Mr. Collins) Cross-Examination:

14 You did, personally, inspect the premises?

A I certainly did.

15 How did you break that down?

A I didn't break it down, Mr. Collins, I actually gave it as an overall price, as to what it would sell for, if you want it broken down, I'd say 80% of it land.

16 Is this land divisible in kind without material loss?

A I'd say, yes.

17 You can divide it without losing its value?

A Well, no, it's not large enough to divide because it's only 66 feet, that's right.

//

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 C. F. Morrison Jr.

12

Alex Cooper, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Demyan)

1 Would you give your full name?

A My name is Alex Cooper, business address, 212 North Calvert St., Baltimore, Maryland.

2 And what is your occupation?

A My occupation is real estate appraiser, buy and sell real estate.

3 For how many years have you been in that business?

A Over 35 years.

4 And have you bought and sold and traded real estate in Anne Arundel County?

A I have.

5 Did you have an occasion to make an appraisal of property known as Lot No. 23, Plat of Meredith Homes?

A I did.

6 Did you, personally, inspect the property?

A I did.

7 Would you describe the property?

A The property is improved by a small concrete building, the size of the building approximately 12 x 20 or 22 feet, with a lot 66 x 190 feet more or less, 66 feet frontage by 190 foot depth.

8 Is this waterfront property?

A It is.

9 Does it have a wharf on the water?

A It has a broken down wharf.

10 Now, what condition is the house in?

A The house has been built in recent years with no

improvements, it's concrete block, no modern improvements at all.

11 Does it have electricity?

A Has electricity.

12 Plumbing inside?

A I didn't see any, it had a pump outside.

13 Is there a bathroom in the house?

A I was not able to get in the house.

14 Is it possible to subdivide this property?

A No.

15 What value do you put on this property?

A I put a value of Four Thousand Dollars ($4000.00) in fee simple.

(Mr. Collins)

No questions.

14

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 . Alef Cooper

15

John W. Hessian, Jr., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Demyan)

1 Will you state your name and address, sir?

A John W. Hessian, Jr., my office is in the Campbell Building.

2 And your occupation or profession?

A I'm an attorney-at-law.

3 Are you representing any parties in this case?

A No, I am the complainant in the case.

4 Are you familiar with the property involved in this proceeding?

A Yes, I am.

5 Do you know the people who own interest in the property?

A Yes, I know them personally.

6 Now, have you seen the property?

A Yes, I have.

7 In your opinion, is it possible to subdivide this property in anyway?

A No, it is not, it's just one lot and the house is approximately, not quite, in the center.

8 And what is the reason for the bringing of this action?

A I am the administrator of the estate of George Albert Kelso, who died on August the 25th, 1959. I was appointed administrator of Mr. Kelso's estate by the Orphan's Court for Baltimore City on September the 9th, 1959, and certified copy of the letters is here. (CERTIFIED COPY OF LETTERS OF ADMINISTRATION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

9 Do you have enough money in the estate to pay the

necessary court cost?

A No, there is not sufficient money in the personal estate to pay the cost of the administration, and the expenses incident to this estate. There is approximately Three Hundred Dollars ($300.00) in personal property, which consist of an automobile, a row boat, an outboard motor, and a few chairs and tables in the subject property.

10 Have you incurred a funeral bill in this matter?

A Yes, a funeral bill is owed to John Burns & Sons, Funeral Directors at Towson, amounts to $502.60.

11 How many people are there who are to take from this estate?

A There are two, Mr. Kelso's widow, Elsie May Kelso, and her son, Irvin Albert Kelso, they are the only heirs at law.

12 Is it possible to divide this estate between them?

A No, it is not.

13 Is this the only source of income you have to pay these debts?

A That is correct.

(Mr. Collins)

No questions.

QUESTION BY THE EXAMINER:

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

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

Answer. No.

Signature John T. Wheatley

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John K. Favorite, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Demyan)

1 What is your full name?

A John Kelso Favorite.

2 And your address, sir?

A 3304 East Joppa Road, Baltimore 34.

3 Now, do you know Mr. Kelso, the deceased, who owned this property?

A Yes.

4 And are you related to him?

A Yes, he's my uncle, my mother's brother.

5 And did you know his wife?

A Yes.

6 And what is her name?

A Elsie Kelso, as far as I know.

7 Is she still living?

A Yes.

8 Did they have any children?

A Yes, Irvin Kelso, living, one child died.

9 Do you know where Irvin Kelso is now living?

A Yes, in Toledo, Ohio.

10 Is that the only child that Mr. and Mrs. Kelso had?

A Yes.

(Mr. Klawans)

11 You said there was one child that died.

A Yes.

12 Did the child die before the father?

A Oh, yes, he died as a child.

13 Leaving no decendents?

A Yes.

(Mr. Collins)

No questions.

QUESTION BY THE EXAMINER:

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

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

Answer. . No. . . . . .

Signature John K. Fawcett

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 19th day of ~~February~~ April, 1961.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $10.00 Pd. I.H.

LIBER 138 PAGE 566

JOHN W. HESSIAN, JR., Administrator of the Estate of George Albert Kelso, late of Baltimore City, deceased Campbell Building Towson 4, Maryland Complainant	*	IN THE CIRCUIT COURT FOR
vs.	*	
ELSIE MAY KELSO and IRVIN ALBERT KELSO 142 Gibbons Avenue Toledo 9, Ohio Respondents	*	ANNE ARUNDEL COUNTY IN EQUITY NO. ~~11,196~~ 13,938 EQUITY

* *

D E C R E E

* *

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

It is thereupon this 2nd day of ~~April~~ May, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED and DECREED, that the lot of ground and premises thereon as described and mentioned in the proceedings, be sold, that Michael Demyan and John S. Collins, be, and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court in the penalty of $5000.00 conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises, said Trustees shall then proceed to make sale of said property in the following manner:

A. If sold at private sale for not less than the appraised value of Four Thousand ($4,000.00) Dollars, as shown by the testimony in this case.

B. If sold at public sale, they shall first give at least three (3) weeks notice by advertising in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale; either public or private sale shall be for cash, upon ratification of sale by this Court and as soon as may be convenient after any

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

D. Bruce Dunbell

Judge

Judicial 10—MARYLAND—TRUSTEE TO S

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 599

John W. Hessian, Jr., Administrator of Estate of George A. Kelso

versus

Elsie May Kelso, et al

No. 13,938 Equity

BOND OF TRUSTEE TO SELL

Real Estate

LIBER 138 PAGE 568

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan and John S. Collins, 16 Crain Highway, S. W., Glen Burnie, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 - Dollars ($5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 15th day of May in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN Michael Demyan and John S. Collins

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

John W. Hessian, Jr., Administrator of Estate of George A. Kelso

versus

Elsie May Kelso, et al

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

Michael Demyan and John S. Collins

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

William D. Macmillan Michael Demyan (SEAL)
Michael Demyan

William D. Macmillan John S. Collins (SEAL)
John S. Collins

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

FILED

1961 MAY 22 AM 9:29

Bond approved this 22 day of May, 1961

George T. Cromwell, Clerk

25

MICHAEL DEMYAN, ESQUIRE
16 Crain Highway S.W.
Glen Burnie, Maryland
and
JOHN S. COLLINS, ESQUIRE
22 Baltimore-Annapolis
Boulevard, N.E.
Glen Burnie, Maryland

Trustees Sale

OF VALUABLE WATERFRONT PROPERTY

LOT NO. 23, MEREDITH HOMES

By virtue of a decree of the Circuit Court for Anne Arundel County, Equity Cast No. 13,938, the undersigned Trustees will sell at public acution on the premises on

JUNE 14, 1961
at 2:00 P.M.

all that parcel of land and improvements thereon, situated in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 23, as shown on the Plat of Meredith Homes and recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 44; said lot being approximately 60 feet wide by approximately 183 feet deep and binding on Meredith Creek.

IMPROVED by a two room concrete block bungalow and a small pier.

TERMS: A deposit of Five Hundred ($500.00) Dollars in cash will be required of the purchaser, at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six (6 per cent) percent from date of sale to date of settlement. Taxes and all other expenses, if any, to be adjusted to date of sale.

MICHAEL DEMYAN
JOHN S. COLLINS
Trustees

ALEX COOPER
Auctioneer

Ju-8

FILED

No. M. G. 21957 JUN 12 PM 2:23

26

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 569

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1961

We hereby certify, that the annexed

Trustee's Sale

Lot No. 23, Meredith Homes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of June, 1961. The first insertion being made the 18th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

JOHN W. HESSIAN, JR., Administrator of the Estate of George Albert Kelso, late of Baltimore City, deceased Campbell Building Towson 4, Maryland Complainant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
ELSIE MAY KELSO and IRVIN ALBERT KELSO 142 Gibbons Avenue Toledo 9, Ohio Respondents	*	IN EQUITY NO. 13,938 EQUITY

LIBER 138 PAGE 570

* *

REPORT OF SALE

* *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale by Michael Demyan and John S. Collins, Trustees, appointed by a Decree of this Court dated April 6, 1961.

That after giving Bond as security for the faithful discharge of their trust, the said Trustees did advertise the hereinafter described property for sale in the Maryland Gazette, a news paper published in Anne Arundel County, for four weeks prior to the date of sale, and the said Trustees did, pursuant to the Decree of said Court contract for the private sale of said lot and premises, which is known and designated as Lot No. 23, as shown on the Plat of Meredith Homes, recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 44.

The terms of sale are as follows; the sum of FIVE HUNDRED ($500.00) DOLLARS has been received as a down payment with a balance of FOUR THOUSAND ($4,000.00) DOLLARS to be paid upon the ratification of said sale by the Circuit Court for Anne Arundel County.

Michael Demyan

TRUSTEES

John S. Collins

FILED

1961 JUN 13 AM 9:33

27

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 12th day of June, 1961, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael Demyan and John S. Collins, Trustees, and made oath in due form of law that the matters and facts set forth in the above Report of Sale are true to the best of their knowledge, information and belief, and that they sold the above mentioned property for more than the appraised value thereof, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Jacqueline R. Grant
JACQUELINE R. GRANT
Notary Public

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Contract of Sale

LIBER 138 PAGE 572

This Agreement of Sale, made this 8th day of June nineteen hundred and sixty one, between MICHAEL DEMYAN and JOHN S. COLLINS, Trustees pursuant to Decree of Court in No. 13,938, Circuit Court for Anne Arundel County Seller, and JOHN H. HEVENER and EVA G. HEVENER, Buyer

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller -- subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: BEING all that parcel of land which is known and designated as Lot No. 23 as shown on the Platt of Meredith Homes, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-5, ~~and~~ Plat No. 5

at and for the price of FORTY FIVE HUNDRED - Dollars ($4,500.00)

of which - - - - FIVE HUNDRED - - - - - - - - - - - - - - - - - - Dollars ($500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

the balance of Four Thousand ($4,000.00) to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County.

FILED

1961 JUN 13 AM 9:34

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.

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, 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.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

Jacqueline R. Grant WITNESS—AS TO SELLER'S SIGNATURE	J. S. Collins (SEAL) JOHN S. COLLINS SELLER'S SIGNATURE
Jacqueline R. Grant WITNESS—AS TO SELLER'S SIGNATURE	Michael Demyan (SEAL) MICHAEL DEMYAN SELLER'S SIGNATURE
Elizabeth Palmer WITNESS—AS TO BUYER'S SIGNATURE	John H. Hevener (SEAL) JOHN H. HEVENER BUYER'S SIGNATURE
Elizabeth Palmer WITNESS—AS TO BUYER'S SIGNATURE	Eva G. Hevener (SEAL) BUYER'S SIGNATURE

29

ORDER NISI

LIBER 138 PAGE 573

JOHN W. HESSIAN, JR.,
Administrator of the Estate of
George Albert Kelso, deceased

versus

ELSIE MAY KELSO and

IRVIN ALBERT KELSO

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,938 Equity

Ordered, this 13th day of June, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Michael Demyan and John S. Collins, Trustees

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

The report states that the amount of sale was $ 4,500.00

FILED 1961 JUNE 13 AM 9:33

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

JOHN W. HESSIAN, JR.,
Administrator of the Estate of
George Albert Kelso, deceased

versus

ELSIE MAY KELSO and

IRVIN ALBERT KELSO

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O'Brien Duckett
JUDGE.

FILED

1961 JUL 19 PM 2:56

30

OFI E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 574

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,938 Equity
JOHN W. HESSIAN, JR.,
Administrator of the Estate of
George Albert Kelso, deceased
versus
ELSIE MAY KELSO and
IRVIN ALBERT KELSO

Ordered, this 13th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Michael Demyan and John S. Collins, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $4,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 13,938 Elsie May Kelso was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL -7 AM 10:09

By H Tilghman

No. M. G. 21574

31

LIBER 138 PAGE 575

JOHN W. HESSIAN, Jr. Administratro of the Estateof George Albert Kelso, late of Baltimore City, deceased	:	IN THE CIRCUIT COURT
	:	FOR
Complainant	:	ANNE ARUNDEL COUNTY
VS	:	IN EQUITY
ELSIE MAY KELSO and IRVIN ALBERT KELSO	:	No. 13,938
Respondents	:	

. . . . . .

CONSENT TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, Elsie May Kelso, widow of the late George Albert Kelso and Irvin Albert Kelso, son of the late George Albert Kelso, respondents in the above entitled partition proceeding do hereby ratify and assent to the private sale of the property known as Lot No. 23, Meredith Homes, in the Third Election District for Anne Arundel County at and for the price of $4,500.00 and made by the trustees, John S. Collins and Michael Demyan ; being satisfied that the sale as aforesaid being reasonable.

Elsie May Kelso
Elsie May Kelso

Irvin Albert Kelso
Irvin Albert Kelso

FILED

1961 AUG 25 PM 3:53

3

In the Case of

LIBER 138 PAGE 576

John W. Hessian, Jr., Administrator of the Estate of George Albert Kelso, deceased

VS.

Elsie May Kelso and Irvin Albert Kelso

In the

Circuit Court

For

Anne Arundel County

Equity #13,938

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 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 #595

All of which is respectfully submitted.

May 14, 1962

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

Auditor.

FILED

1962 MAY 14 PM 1:39

Dr. John W. Hessian, Jr., Administrator of the Estate of George Albert Kelso, deceased v Elsie May Kelso, etal in ac.

To	Trustee, fee Order of Court 9/16/61 viz.	250	00		
To	Trustees, commissions, viz.	165	67		
				415	67
To	Trustees for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Defendant's Solicitor, appearance fee	10	00		
	Emanuel Klawans, Examiner's fee	10	00		
	Irene Hazel, stenographer	10	00		
	Clerk of Court, court costs	59	75		
	Auditor, this account	30	00		
				129	75
To	Trustees for disbursements as per vouchers and memoranda exhibited to Auditor				
	Capital-Gazette Press, Inc.				
	Advertisement - sale	49	00		
	Order Nisi - sale	15	00		
	Fred W. Kuethe & Co. - bond premium	20	00		
	Charles F. Morrison, Jr., appraisal fee	45	00		
	Alex Cooper, appraisal fee	50	00		
	1960 County & State taxes	58	22		
	1961 County & State taxes	55	30		
	½ Federal & State Revenue Stamps	7	43		
				299	95
	BALANCE FOR DISTRIBUTION	3,677	09		
	Distribution				
To	John W. Hessian Jr., Administrator of the Estate of George Albert Kelso, deceased, for distribution under the jurisdiction of the Orphans Court of Baltimore City			3,677	09
				4,522	46

with Michael Demyan and John S. Collins, Trustees

			Cr.
By	Amount of Sale as per Trustees' Report of sale filed	4,500 00	
By	Adjustment, 1961 County & State taxes	22 46	
			4,522 46
			4,522 46

LIBER 138 PAGE 579

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 31st day of May, 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 T. Cromwell, Clerk

ay

LIBER 138 PAGE 580

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
ALBERT PARKER AND MILDRED	:	ANNE ARUNDEL COUNTY
PARKER, HIS WIFE	:	EQUITY NO. 14,865

. . . . . .

MR. CLERK:

Please docket the above entitled case and file the original mortgage, statement of Mortgage debt, Military Affidavit, and copy of Advertisement.

George E. Rullman
Attorney named in Mortgage

FILED

1962 MAR -1 PM 2:01

COUNTY FORM

LIBER 1236 PAGE 323 LIBER 138 PAGE 581

No. 14,865

This Mortgage,

Made this 19th day of September, in the year one thousand, nine hundred and fifty-eight, Between Albert Parker and Mildred Parker, his wife

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Fourteen Thousand ($14,000.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent. (5%) per annum in the manner following:

By the payment of One Hundred-Thirty ($130.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of October, 19 58, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

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

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

FIRST PARCEL: ALL that lot, parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows;

BEGINNING for the same at a post set on the South side of Annapolis Neck Road, said post being at the Northwesternmost corner of the second part of the conveyance from Margaret Robinson to Richard Johnson, by deed dated September 25, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 61, folio 500; and running from thence and with the South side of Annapolis Neck Road, South 62° 45' East, 82.5 feet to a pipe; thence leaving the road and running at right angles to the same, South 27° 15' West, 160.65 feet to a pipe; thence North 62° 45' West 82.5 feet to a stone; thence with the Westernmost line of the second part of the above mentioned conveyance, North 27° 15' East, 160.65 feet to the place of beginning. Containing .306 acres. Being the Northwesternmost

1962 MAR -1 PM 2.05

section of a one acre tract secondly described in the above mentioned conveyance from Margaret Robinson to Richard Johnson and according to a survey and plat by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

BEING the same property which was conveyed to Albert Parker by Richard Johnson, widower, by deed dated April 24, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 402, folio 464.

SECOND PARCEL: ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set where the division line between Lots 24 and 25, as shown on a plat made by E. Lacey Chinn, Surveyor, in October, 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G.W. 1, Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31° 30' West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58° 30' West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Myers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in W.N.W. 23, folio 394; and thence with said rear line, North 24° 32' East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58° 30' East 140.03 feet to a pipe set on the Northwest side of Parole Street; thence with the same, South 31° 30' West 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July 1946, and being all of Lot 25 and the Southwesternmost 3 feet of Lot 26 as shown on the above mentioned plat. (Plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. 382, folio 340.)

BEING the identical property which was conveyed to the Mortgagors herein by First Federal Savings and Loan Association by deed of even date and intended to be recorded immediately prior to these presents.

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

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

LIBER 1236 PAGE 325 LIBER 138 PAGE 583

Provided, however, if the sa Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payme[illegible] perform and comply with the co[illegible]s and conditions herein mentioned on their part to be m[illegible]e 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 and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the 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; (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 five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter. by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time, after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt. and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors

Witness:

Barbara Ann Thompson
Barbara Ann Thompson

Albert Parker (SEAL)
Albert Parker

(SEAL)

Mildred Parker (SEAL)
Mildred Parker

(SEAL)

4

LIBER 138 PAGE 584 LIBER 1236 PAGE 326

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 19th day of September, 1958, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Albert Parker and Mildred Parker, his wife

the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100

Barbara Ann Thompson
Barbara Ann Thompson Notary Public.

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record Sept 19 1958 at 2.22 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

Albert Parker and Mildred Parker, his wife

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

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

S-1200

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 SEP 19 PM 2:22
& RECORDED IN LIBER GTC
NO 1236 FOLIO 323
GEO. F. CROMWELL, CLERK

LIBER 138 PAGE 585

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
ALBERT PARKER AND MILDRED	:	ANNE ARUNDEL COUNTY
PARKER, HIS WIFE	:	EQUITY NO. 14865

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$14,000.00
Principal Payments	924.97
Balance due on Principal	13,075.03
Interest from date of last payment through March, 1962	387.51
Total Balance due on Mortgage Debt	13,462.54
Credit Amount in Expense Account	.65-
	13,461.89
Plus Insurance Premium advanced by Association	55.80
Total Mortgage Claim	$13,517.69

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 1st day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires 5/6/63.

FILED

1962 MAR -1 PM 2:01

6

GEORGE W. SCIBLE. . . . . AUCTIONEER

PUBLIC SALE

OF VALUABLE

No 14,865

RESIDENCE PROPERTY

LIBER 138 PAGE 586

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE ANNAPOLIS NECK ROAD, IMPROVED BY THREE FRAME DWELLINGS, HAVING COMPOSITION ROOFS AND SITUATE IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT, 30 PAROLE STREET, IMPROVED BY A FRAME DWELLING HAVING COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a mortgage from Albert Parker and Mildred Parker, his wife, dated September 19, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 323, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, MARCH 27, 1962

AT 10:30 O'CLOCK A. M.

the following described property, namely:

FIRST PARCEL: ALL that lot, parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a post set on the South side of Annapolis Neck Road, said post being at the Northwesternmost corner of the second part of the conveyance from Margaret Robinson to Richard Johnson, by deed dated September 25, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 61, folio 500; and running from thence and with the South side of Annapolis Neck Road, South 62° 45' East, 82.5 feet to a pipe; thence leaving the road and running at right angles to the same, South 27° 15' West, 160.65 feet to a pipe; thence North 62° 45' West 82.5 feet to a stone; thence with the Westernmost line of the second part of the above mentioned conveyance, North 27° 15' East, 160.65 feet to the place of beginning. Containing .306 acres. Being the Northwesternmost section of a one acre tract secondly described in the above mentioned conveyance from Margaret Robinson to Richard Johnson and according to a survey and plat by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

BEING the same property which was conveyed to Albert Parker by Richard Johnson, widower, by deed dated April 24, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 402, folio 464.

SECOND PARCEL: ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set where the division line b between Lots 24 and 25, as shown on a plat made by E. Lacey Chinn, Surveyor, in October, 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G.W. 1, Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31° 30' West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58° 30' West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Myers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in W.N.W 23, folio 394; and thence with said rear line, North224° 32' East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58° 30' East 140.03 feet to a pipe set on the Northwest side of Parole Street, thence with the same, South 31° 30' West 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July, 1946, and being all of Lot 25 and the Southwesternmost 3 feet of Lot 26 as

1962 MAR -1 PM 2:00

Clerk

7

shown on the above mentioned plat. (Plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. 382, folio 340.)

BEING the identical property which was conveyed to Albert Parker and Mildred Parker, his wife, by First Federal Savings and Loan Association of Annapolis by deed dated September 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, folio 320.

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

GEORGE E. RULLMAN

Attorney named in Mortgage

140 South Street, Annapolis, Md.

LIBER 138 PAGE 588

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
ALBERT PARKER AND MILDRED	:	ANNE ARUNDEL COUNTY
PARKER, HIS WIFE	:	EQUITY NO. 14,865

. . . . . .

AFFIDAVIT

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

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

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

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

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 1st day of March, 1962.

Madolin Ross
Madolin Ross, Notary Public
My Commission expires May 6, 1963.

FILED
1962 MAR -1 PM 2:01

9

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

No. 14865 Equity

LIBER 138 PAGE 589

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN THOUSAND Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of March, in the year of our Lord 1962.

LIBER 11 PAGE 276

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Albert Parker and Mildred Parker, his wife, to First Federal Savings & Loan Assn. of Annapolis bearing date the 19th day of September, 1958 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber G.T.C. No. 1236 Folio 323 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Schoolden

Attorney in fact

Bond approved this 21 day of March, 1962

George T. Cromwell, Clerk

FILED

1962 MAR 21 PM 2:18

GEORGE W. SCIBLE - - - - - - - - LIBER 138 PAGE 590 - - - - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE ANNAPOLIS NECK ROAD, IMPROVED BY THREE FRAME DWELLINGS, HAVING COMPOSITION ROOFS, AND SITUATE IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT, 30 PAROLE STREET, IMPROVED BY A FRAME DWELLING HAVING COMPOSITION ROOF.

Under and by virtue of the sale contained in a mortgage from Albert Parker and Mildred Parker, his wife, dated September 19, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1236, Folio 323, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, MARCH 27, 1962

AT 10:30 O'CLOCK A. M.

the following described property, namely:

FIRST PARCEL: ALL that lot, parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a post set on the South side of Annapolis Neck Road, said post being at the Northwesternmost corner of the second part of the conveyance from Margaret Robinson to Richard Johnson, by deed dated September 25, 1908, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 61, folio 500; and running from thence and with the South side of Annapolis Neck Road, South 62° 45′ East, 82.5 feet to a pipe; thence leaving the road and running at right angles to the same, South 27° 15′ West, 160.65 feet to a pipe; thence North 62° 45′ West 82.5 feet to a stone; thence with the Westernmost line of the second part of the above mentioned conveyence, North 27° 15′ East, 160.65 feet to the place of beginning. Containing .306 acres. Being the Northwesternmost section of a one acre tract secondly described in the above mentioned conveyance from Margaret Robinson to Richard Johnson and according to a survey and plat by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

BEING the same property which was conveyed to Albert Parker by Richard Johnson, widower, by deed dated April 24, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 402, folio 464.

SECOND PARCEL: ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set where the division line between Lots 24 and 25, as shown on a plat made by E. Lacey Chinn, Surveyor, in October, 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G. W. 1, Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31° 30′ West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58° 30′ West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Myers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in W. N. W. 23, folio 394; and thence with said rear line, North 224° 32′ East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58° 30′ East 140.03 feet to a pipe set on the Northwest side of Parole Street, thence with the same, South 31° 30′ West 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July, 1946, and being all of Lot 25 and the Southwesternmost 3 feet of Lot 26 as shown on the above mentioned plat. (plat recorded among the Land Records of Anne Arundel County in Liber J. H. H. 382, folio 340.)

BEING the identical property which was conveyed to Albert Parker and Mildred Parker, his wife, by First Federal Savings and Loan Association of Annapolis by deed dated September 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1236, folio 320.

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

//A

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

1962 MAR 28 [illegible]

I hereby certify that I, as Auctioneer, did offer at public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, March 27, 1962, at 10:30 o'clock a.m. the property described on the reverse side hereof and sold the same to the First Federal Savings and Loan Association of Annapolis at and for the high bid of Ten Thousand Dollars ($10,000.00), it then and there being the highest bidder therefor and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that I, as agent of the First Federal Savings and Loan Association of Annapolis, did bid in and buy the property described on the reverse side hereof for the First Federal Savings and Loan Association of Annapolis at and for the sum of Ten Thousand Dollars ($10,000.00), said bid being the highest bid submitted and the Association agrees to comply with the terms of sale.

FIRST FEDERAL SAVINGS AND AND LOAN ASSOCIATION OF ANNAPOLIS

by John M. Thomas
John M. Thomas, Agent

FILED

1962 MAR 28 AM 9:42

12

In The Matter of The Sale of	:	In The Circuit Court
The Mortgaged Real Estate of	:	For
Albert Parker and Mildred Parker,	:	Anne Arundel County
his wife,	:	Equity No. 14,~~801~~ 865

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Albert Parker and Mildred Parker, his wife, dated September 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 323, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, March 27, 1962 at 10:30 o'clock a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Ten Thousand Dollars ($10,000.00), it then and there being the highest bidder therefor, which property is described as follows:

FIRST PARCEL: ALL that lot, parcel of ground situate, lying and being in the Second Election District of Anne

1962 MAR 28 P.M. 9:12

Arundel County, Maryland, and described as follows:

BEGINNING for the same at a post set on the South side of Annapolis Neck Road, said post being at the Northwestern-most corner of the second part of the conveyance from Margaret Robinson to Richard Johnson, by deed dated September 25, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 61, folio 500; and running from thence and with the South side of Annapolis Neck Road, South 62 degrees 45 minutes East, 82.5 feet to a pipe; thence leaving the road and running at right angles to the same, South 27 degrees 15 minutes West, 160.65 feet to a pipe; thence North 62 degrees 45 minutes West 82.5 feet to a stone; thence with the Westernmost line of the second part of the above mentioned conveyance, North 27 degrees 15 minutes East, 160.65 feet to the place of beginning. Containing .306 acres. Being the Northwesternmost section of a one acre tract secondly described in the above mentioned conveyance from Margaret Robinson to Richard Johnson and according to a survey and plat by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February, 1947.

BEING the same property which was conveyed to Albert Parker by Richard Johnson, widower, by deed dated April 24, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 402, folio 464.

SECOND PARCEL: ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set where the division line between Lots 24 and 25, as shown on a plat made by E. Lacey Chinn, Surveyor, in October, 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G.W. 1,

14

Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31 degrees 30 minutes West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of Defense Highway; thence with the aforementioned division line, North 58 degrees 30 minutes West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Myers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in W.N.W. 23, folio 394; and thence with said rear line, North 24 degrees 32 minutes East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58 degrees 30 minutes East 140.03 feet to a pipe set on the Northwest side of Parole Street, thence with the same, South 31 degrees 30 minutes West 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July, 1946, and being all of Lot 25 and the Southwesternmost 3 feet of Lot 26 as shown on the abovementioned plat. (plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. 382, folio 340).

BEING the identical property which was conveyed to Albert Parker and Mildred Parker, his wife, by First Federal Savings and Loan Association of Annapolis by deed dated September 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, folio 320.

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

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest

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thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman,
Attorney named in Mortgage

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

I Hereby Certify that on this 27th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

ORDER NISI

IN THE MATTER OF THE SALE OF

THE MORTGAGED REAL ESTATE OF

ALBERT PARKER AND MILDRED PARKER, his wife

versus

LIBER 138 PAGE 597

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,865 Equity

Ordered, this 28th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of April next.

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

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

GEORGE E. RULLMAN, Atty.

"Evening Capital" (For March 30th Edition)

(Final Order)

IN THE MATTER OF THE SALE OF

THE MORTGAGED REAL ESTATE OF

~~HERETO~~

ALBERT PARKER AND MILDRED PARKER,

his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of May, 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 MAY 14 PM 12:15

17

Public Sale

OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE ANNAPOLIS NECK ROAD, IMPROVED BY THREE FRAME DWELLINGS, HAVING COMPOSITION ROOFS AND SITUATE IN THE CITY OF ANNAPOLIS SIXTH ELECTION DISTRICT, 30 PAROLE STREET, IMPROVED BY A FRAME DWELLING HAVING COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a mortgage from Albert Parker and Mildred Parker, his wife, dated Semtember 19, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 323, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Mayland, on

Tuesday,
March 27, 1962
At 10:30 O'clock A. M.

the following described property, namely:

FIRST PARCEL: ALL that lot, parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a post set on the South side of Annapolis Neck Road, said post being at the Northwesternmost corner of the second part of the conveyance from Margaret Robinson to Richard Johnson, by deed dated September 25, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 61; folio 500; and running from thence and with the South side of Annapolis Neck Road, South 62 degrees 45' East, 82.5 feet to a pipe; thence leaving the road and running at right angles to the same, South 27 degrees 15' West, 160.65 feet to a pipe; thence North 62 degrees 45' West 82.5 feet to a stone; thence with the Westernmost line of the second part of the above mentioned conveyance, North 27 degrees 15' East, 160.65 feet to the place of beginning. Containing .306 acres. Being the Northwesternmost section of a one acre tract secondly described in the above mentioned conveyance from Margaret Robinson to Richard Johnson and according to a survey and plat by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

BEING the same property which was conveyed to Albert Parker by Richard Johnson, widower, by deed dated April 24, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 402, folio 464.

N

18

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 598

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1962

We hereby certify, that the annexed

Public Sale 14,865

Albert Parker

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 March, 1962. The first insertion being made the 3rd day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

MAR 29 PM 3:27

By Hazel Tilghman

SECOND PARCEL: ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set where the division line between Lots 24 and 25, as shown on a plat made by E. Lacey Chinn, Surveyor, in October, 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G. W. I, Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31 degrees 30' West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58 degrees 30' West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Myers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in W.N.W. 23, folio 394; and thence with said rear line, North 24 degrees 32' East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58 degrees 30' East 140.03 feet to a pipe set on the Northwest side of Parole Street, thence with the same, South 31 degrees 30' Wsst 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July, 1946, and being all of Lot 25 and the Southwesternmost 3 feet of Lot 26 as shown on the above mentioned plat, (Plat recorded among the Land Rcords of Anne Arundel County in Liber J. H. H. 382, folio 340.)

BEING the identical property which was conveyed to Albert Parker and Mildred Parker, his wife, by First Federal Savings and Loan Association of Annapolis by deed dated September 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, folio 320.

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

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

GEORGE W. SCIBLE
Auctioneer

M-24

LIBER 138 PAGE 600

In The Matter of The Sale of	:	In The Circuit Court
The Mortgaged Real Estate of	:	For
Albert Parker and Mildred	:	Anne Arundel County
Parker, his wife,	:	Equity No. 14,865

. . . . . .

This is to Certify that in the matter of the sale of the mortgaged Real Estate of Albert Parker and Mildred Parker, his wife, sold at the Court House Door, Annapolis, Maryland, on Tuesday, March 27, 1962 at 10:30 o'clock a.m. I did purchase for the First Federal Savings and Loan Association of Annapolis the Mortgagee, the real estate mentioned in these proceedings; That the First Federal Savings & Loan Association of Annapolis was not acting as agent for anyone; Second: There are no other persons interested as principals; and Third: That the Association did not directly or indirectly discourage anyone from bidding for said property.

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ANNAPOLIS

By John M. Thomas
John M. Thomas, Vice President

SUBSCRIBED and Sworn to before me, a Notary Public of the State of Maryland, in and for Anne Arundel County by John M. Thomas, Vice President of First Federal Savings & Loan Association of Annapolis.

March 28, 1962.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED
1962 MAR 30 AM 10:49

19

OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 138 PAGE 601

CERTIFICATE OF PUBLICATION

Annapolis. Md., May 10, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,865 Albert Parker

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 April, 1962. The first insertion being made the 30th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

1962 MAY 11 AM 10:

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,865 EQUITY

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALBERT PARKER and MILDRED PARKER, his wife

Ordered, this 28th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of April next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-20

No. M. G. 27871

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LIBER 138 PAGE 602

In the Case of

The Sale of the Mortgaged Real Estate of Albert Parker and Mildred Parker, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

Equity #14,865

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 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 #595.

All of which is respectfully submitted.

May 21, 1962

Auditor.

ARTHUR A. ANDERSON, JR.
COURT AUDITOR
200 DUKE of GLOUCESTER ST.
ANNAPOLIS, MARYLAND

FILED

1962 MAY 21 PM 2:38

Dr. In the Matter of the Mortgaged Real Estate of Albert Parker and Mildred Parker, his wife — in ac.

To	Attorney for fee, viz.	50	00		
To	Attorney for commissions, viz.	331	93		
				381	93
To	Attorney, for court costs viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk, court costs	28	00		
	Auditor, this account	22	50		
				60	50
To	Attorney, for disbursements, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement & Order Nisi - sale	148	00		
	Speer Publications - hand bills	16	72		
	National Surety Corp. - bond	60	00		
	George W. Scible - Auctioneer's fee	35	00		
	1961 County & State real estate taxes	142	98		
	1961 City of Annapolis real estate taxes	30	27		
	Adjustment 1962 County & State taxes	82	38		
	Adjustment City of Annapolis - water	5	25		
	½ Federal Revenue stamps	5	50		
	½ State Revenue stamps	11	00		
				537	10
To	First Federal Savings & Loan Assoc. of Annapolis, Mortgagee, on account of Mortgage claim filed			9,087	97
				10,067	50
	Amount of Mortgage claim filed	13,517	69		
	Interest, 6%, on principal balance ($13,130.18) from 4/1/62 to 6/5/62	68	43		
		13,586	12		
	Credit amount allowed above	9,087	97		
	This amount subject to decree in personam	4,498	15		

with George E. Rullman, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of sale filed	10,000 00	
By	Interest on deferred payment 6% from 3/27/62 to 5/11/62	67 50	
			10,067 50
			10,067 50

LIBER 138 PAGE 605

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 6th day of June, 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 aj - Deputy

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