LIBER 139 PAGE 1

IN THE MATTER OF
FRANK G. RINN, INCOMPETENT

NO. 12830 EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

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

PETITION FOR COMMITTEE

TO THE HQNORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Petition of Frank B. Rinn, as next friend of Frank G. Rinn, respectfully shows:

1. That your Petitioner is the son of Frank G. Rinn and temporarily resides at Stewart Air Force Base, Newburgh, New York.

2. That the said Frank G. Rinn is divorced and has one other child, namely, Donna S. Rinn, of Albuquerque, New Mexico; that said Frank G. Rinn is a resident of Anne Arundel County, State of Maryland; that said Frank G. Rinn is incompetent to manage his property and affairs by reason of mental disability and has been confined in Spring Grove Hospital since July 26, 1958.

3. That the said Frank G. Rinn is known to own or have an interest and income from the following sources:

a. A one-half interest in real estate containing approximately eight and thirty-one hundredths (8.30) Acres with improvements located on the County Road leading from Arundel-on-the-Bay, together with miscellaneous personal property located therein.

b. A bank account of approximately eighty-nine ($89.00) Dollars in the Riggs National Bank, Washington, D. C.

c. Income from Social Security in the amount of approximately One Hundred Eight Dollars and Fifty ($108.50) Cents monthly.

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d. Income of approximately Fifty-four ($54.00) Dollars per week from compensation payable by the American Mutual Liability Company, Washington, D. C. (Payments to continue for approximately eighteen months.)

e. That the real estate mentioned in paragraph (a) is subject to two mortgages recorded among the Land Records for Anne Arundel County in Libers J.H.H. 606, folio 365 and J.H.H. 273, folio 173, on which there is due approximately the sum of Four Thousand Eight Hundred and Thirty-Six Dollars and Sixty-Six ($4,836.66) Cents, including interest. The interest due on said mortgages is unpaid and the mortgages are overdue.

4. That your Petitioner files herewith the certificates of two attending neuropsychiatrists who have attended the incompetent within ten days before the filing of this Petition. Said certificates are filed herewith marked Exhibit No. 1 and Exhibit No. 2, and are prayed to be taken as a part hereof.

TO THE END, THEREFORE:

1. That a Committee to take charge and manage said property be appointed.

2. That the property be administered under the jurisdiction of this Court.

3. That the property mentioned herein be decreed to be sold and for such other and further relief as the case may require.

May it please your Honor to pass an Order directing the said Frank G. Rinn, the alleged incompetent, to be summoned within ten days hereof; requiring that within the same time a copy of the summons, petition, and Order of Court shall be left with whom the alleged incompetent resides, setting down the petition for hearing on or after fifteen days from the date of the Order, and allowing an appearance and answer at any time before or after the decree.

And, as in duty bound, etc.

Frank B. Rinn
Petitioner and next friend

Marvin I. Anderson
Solicitor for Petitioner

STATE OF NEW YORK, COUNTY OF ORANGE, TO WIT:

I hereby certify that, on this 13th day of August, in the year Nineteen Hundred and Fifty-Eight, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Frank B. Rinn, Petitioner and next friend of Frank G. Rinn, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

Witness my hand and seal Notarial.

NOTARY PUBLIC

FLOYD A. PETERS, Notary Public
Orange County, New York
My commission expires March 30, 1959

No. 12,830 Equity

Physician's Certificate of Mental Incompetence

LIBER 139 PAGE 4

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 27th day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Louie Woodward, M. D. who made oath in due form of law that she is and has been for the past 5 years a neuropsychiatrist in the Spring Grove State Hospital, Catonsville, Md. that Frank G. Rinn was admitted as a patient in the Spring Grove State Hospital on the 26th day of July, 1958, and has been ever since and is now a patient therein; that in the course of her duties she has attended the said Frank G. Rinn from time to time, her last examination being on August 27, 1958, that from the opportunity afforded her of observing the said Frank G. Rinn, she is convinced that she 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 her property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome, associated with cerebral arteriosclerosis, that the nature of such mental disability is characterized by memory impairment, disorientation, confusion.

;

that the extent and probable duration of the incompetency of the said Frank G. Rinn is an indefinite period of time.

He is further of the opinion that due to the present condition of Frank G. Rinn, 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.

Louie F. Woodward M. D.
Louie F. Woodward, M. D. AFFIANT

Sworn to before me this 27th day of August, 1958

Vincent F. Ferri NOTARY PUBLIC

Vincent F. Ferri
My commission expires: May 4, 1959

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EXHIBIT No. 1

No. 12,830 Equity

Physician's Certificate of Mental Incompetence

LIBER 139 PAGE 5

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 27th day of August, 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 Frank G. Rinn was admitted as a patient in the Spring Grove State Hospital on the 26th day of July, 19 58, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Frank G. Rinn from time to time, his last examination being on August 27, 1958, that from the opportunity afforded him of observing the said Frank G. Rinn, 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 chronic brain syndrome, associated with cerebral arteriosclerosis, that the nature of such mental disability is characterized by confusion, disorientation as to time and place, marked memory impairment.;

that the extent and probable duration of the incompetency of the said Frank G. Rinn is an indefinite period of time.

He is further of the opinion that due to the present condition of Frank G. Rinn, 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 27th day of August, 19 58

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 4, 1959

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EXHIBIT No. 2

5

LIBER 139 PAGE 6

ORDER OF COURT

ORDERED, this 29th day of August, in the year Nineteen Hundred and Fifty-Eight, by the Circuit Court for Anne Arundel County, sitting in Equity, that the petition of Frank B. Rinn, as next friend of Frank G. Rinn, be and the same is hereby set for hearing on the 26th day of September, in the year Nineteen Hundred and Fifty-Eight, at 10 o'clock a. m., provided the said Frank G. Rinn, incompetent, shall be summoned on or before the 8th day of September, in the year Nineteen Hundred and Fifty-Eight, and that a copy of the summons, petition and this Order, be left with the Superintendent of Spring Grove State Hospital, and it is further Ordered that an appearance and answer will be allowed by Frank G. Rinn, at any time before or after decree.

Benjamin Michaelsen
JUDGE

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LIBER 139 PAGE 7

IN THE MATTER OF	*	NO. 12,830 EQUITY
FRANK G. RINN, INCOMPETENT	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

D E C R E E

The proceedings in this case having been read and considered, it is this 9th day of ~~September~~ October, 1958, ADJUDGED, ORDERED and DECREED by the Circuit Court for Anne Arundel County, that Frank G. Rinn be, and he is hereby, declared incompetent by reason of a mental disability and that Frank B. Rinn be, and he is hereby, appointed Trustee to take charge of and manage all of the property, real, personal and mixed, belonging to the said Frank G. Rinn, or in which he may have an interest, and to receive any and all funds that may be due, or which shall become due, to the said incompetent from any source whatsoever, and to execute receipts therefore as may be necessary from time to time.

It is further ADJUDGED, ORDERED and DECREED that the said Trustee shall care for and manage the property of the incompetent and may upon proper order of the Court, expend cash for the incompetent's support and maintenance; and it is further ADJUDGED, ORDERED and DECREED that before the said Frank B. Rinn shall proceed to act as such Trustee, he will give bond in the penalty of Two Thousand Dollars to the State of Maryland, with a corporate surety to be approved by this Court for his faithful discharge of his duties as such Trustee.

Benjamin Michaelson
Judge

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LIBER 139 PAGE 8

LIBER 9 PAGE 452

IN THE MATTER OF	*	NO. 12,830 EQUITY
FRANK G. RINN, INCOMPETENT	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Frank B. Rinn, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand dollars ($2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of October, in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden Frank B. Rinn was appointed Trustee by virtue of a decree of the Circuit Court for Anne Arundel County, dated October 9, 1958, to care for and manage the property of the incompetent and may upon proper order of the Court, expend cash for the incompetent's support and maintenance, in the case of Frank G. Rinn, Incompetent, known as No. 12,830 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Frank B. Rinn, does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the

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LIBER 139 PAGE 9
LIBER 9 PAGE 453

premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Frank B. Rinn (SEAL)

Signed, sealed and delivered
in the presence of

William W. Klug

NATIONAL SURETY CORPORATION

By: Attorney-in-fact

Bond filed and approved
this 29th day of October 1958
George T. Cromwell, Clerk

IN THE MATTER OF	LIBER 139 PAGE 10 *	NO. 12,830 EQUITY
FRANK G. RINN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Frank B. Rinn, Trustee, in the above entitled case, respectfully shows:

1. That the incompetent, Frank G. Rinn, and Frances Rinn Hupp (also known as Daisy F. Rinn and Frances G. Rinn) are the owners of certain real estate containing 8.30 acres, more or less, with improvements, located on the County Road leading from Arundel-on-the-Bay, together with miscellaneous personal property which was conveyed to Frank G. Rinn and Frances G. Rinn, his then wife, as tenants by the entireties by Marvin I. Anderson, Trustee, by two deeds dated March 16, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 147, folio 372. Copies of said deeds marked "Exhibits 1 and 2" are filed herewith and are prayed to be taken as a part hereof.

2. That said property is subject to the legal operation and effect of a boundary line agreement dated July 21, 1947, between the said Frank G. Rinn, Frances G. Rinn, Blanche W. Cecil, Philip S. Ball and Susie D. Ball, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 439, folio 389. A copy of said agreement is filed herewith marked "Exhibit 3" and is prayed to be taken as a part hereof.

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3. That the aforesaid property is subject to two mortgages, executed by the said Frank G. Rinn and Frances G. Rinn (now Hupp), one dated December 15, 1942, and one dated December 30, 1950, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 173, and Liber J.H.H. No. 606, folio 365, respectively; that both of said mortgages are overdue and in default; that the amount due on the first mentioned mortgage to Blanche W. Cecil, Mortgagee, is two thousand dollars ($2,000.00) with interest at five per centum (5%) from June 15, 1957; and that the amount due on the second mortgage to Blanche W. Cecil, Mortgagee, is two thousand five hundred dollars ($2,500.00) with interest of forty-five dollars ($45.00) plus interest at six per centum (6%) from June 30, 1957.

4. That the said Frances G. Rinn (also known as Daisy F. Rinn), was granted an absolute divorce from the incompetent, Frank G. Rinn, by the District Court of the Second Judicial District in the County of Bernalillo, in the State of New Mexico, on the 23rd day of October, 1950, as will be seen by a reference to a duly certified copy of the decree filed in No. 3828 Divorces in the Circuit Court of Anne Arundel County, and has since married Dwight M. Hupp, so that the title to said property is now vested one-half in Frances Rinn Hupp and one-half in Frank G. Rinn, in common.

5. That on February 24, 1959, Frances Rinn Hupp and Dwight M. Hupp, her husband, and Frank B. Rinn, Trustee, entered into a contract of sale for the said property for eighteen thousand dollars ($18,000.00), subject to the usual brokers commission and the terms and conditions set forth in the agreement, and subject to the ratification of the sale by the Court in this case.

A copy of said agreement is filed herewith marked "Exhibit 4" and is prayed to be taken as a part hereof.

6. That the said property is vacant and rapidly depreciating; that the mortgages are in default and interest and taxes are accumulating and great loss will result unless the property can be promptly sold.

7. That your petitioner alleges that it is to the best interest and advantage of both parties individually, and the Estate of the Incompetent, that the agreement and sale of the property be ratified and confirmed.

8. That your petitioner attaches hereto the certificates of two competent appraisers certifying that the price obtained for said property is fair and reasonable. Certificates of appraisals are filed herewith marked "Exhibits 5 and 6".

Wherefore, your petitioner prays:

(a) That a decree may be passed for the sale of the property herein described.

(b) That the agreement and sale be ratified and confirmed by this Honorable Court and the Trustee be authorized and directed to join in a conveyance with Frances Rinn Hupp and her husband for the purpose of conveying and transferring the interest of the said Frank G. Rinn to Dorothea M. Knight.

(c) That one-half of the net proceeds of the sale be administered under the jurisdiction of this Court.

And for such other and further relief as the case may require.

Marvin I. Anderson

Marvin I. Anderson, Solicitor for Trustee

ORDER OF COURT

Upon the foregoing petition, it is ordered this 27th day of February, 1959, by the Circuit Court for Anne Arundel County, that Frank B. Rinn, Trustee, be, and he is hereby, authorized and directed to take testimony before one of the standing examiners of this Court for the purpose of establishing the allegations of the petition.

Benjamin Michaelson
Judge

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LIBER 139 PAGE 14

IN THE MATTER	:	IN
OF	:	THE CIRCUIT COURT
FRANK G. RINN,	:	FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY
	:	NO. 12,830 EQUITY

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

TESTIMONY ON BEHALF OF THE PETITIONER

March 2, 1959

Present:

Mr. Marvin I. Anderson, Solicitor for Petitioner

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Exhibits, pages 2 - 4

Lenora Gordon, pages 4 - 6

Marvin I. Anderson, page 7

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Anderson - I offer in evidence a certified copy of a deed dated March the 16th, 1936 from Marvin I. Anderson, Trustee, to Frank G. Rinn and Frances G. Rinn, recorded in Liber F.A.M. 147, folio 372, filed as exhibit No. 1 with the petition.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

Anderson - I offer inevidence a deed dated the 16th of March, 1936, from Marvin I. Anderson, Trustee, to Frank G. Rinn and Frances G. Rinn, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147 folio 372 filed as exhibit No. 2.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

Anderson - I offer in evidence a certified copy of a deed of line agreement dated July the 21st, 1947 between Frank G. Rinn and Frances G. Rinn, his wife, and Blanche W. Cecil, mortgagee, and Philip S. Ball and wife, recorded among the Land REcords of Anne Arundel County in Liber J.H.H. 439, folio 389 marked exhibit No. 3, with the petition.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

Anderson - I offer in evidence an original copy of a contract of sale dated February the 24th, between Dwight M. Hupp and Frances Rinn Hupp, his wife and Frank B. Rinn, trustee of Frank G. Rinn, which is filed with the petition marked exhibit no. 4.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

Anderson - I offer in evidence a certificate of Fred E. Voges, Realtor and Appraiser, dated February the 25th, 1959, filed with the petition as exhibit No. 5.

(CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

Anderson - I offer in evidence a certificate of appraisal by T. Carroll Worthington, dated February the 25th, 1959, filed with the petition marked exhibit No. 6.

(CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

Anderson _ I offer in evidence two tax bills. One for the year 1958, showing unpaid taxes in the amount of $171.16, and another tax bill for the year 1959, in the amount of $162.78, which is unpaid.

(TAX BILL FOR THE YEAR 1958 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

(TAX BILL FOR THE YEAR 1959 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

Anderson - I offer in evidence No. 3828 Divorces in the Circuit Court for Anne Arundel County, for the purpose of showing by a copy of the marriage license filed therein that Frank G. Rinn and Daisy Frances Johnson were married in Washington, D. C., on the 26th day of June, 1933, and/for the further purpose of showing by the certified copy of the divorce decree filed therein that the said Frances Johnson Rinn and Frank George Rinn were divorced in

the District Court of the Second Judicial District in and for the County of Bernalillo, in the State of New Mexico on the 23rd of October, 1950.

(NO. 3828 DIVORCES FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 9)

Lenora Gordon, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. What is your full name, Mrs. Gordon?

A. Lenora Gordon.

2. And your address?

A. Towns-Worth Building, Annapolis, Maryland.

3. And what is your business?

A. Real estate.

4. When you say real estate you mean you are -

A. I am the sales manager for the Steffey Company in Annapolis.

5. How long have youbeen so engaged?

A. I have been in the real estate business since 1952.

6. Did you negotiate the contract of sale between Mr. and Mrs. Hupp and Dorothea M. Knight?

A. Our office did.

7. When did you first try to sell this property?

A. About the last part of October, 1958.

8. What did you do in reference toward selling the property or attempting to sell it?

A. Well before we could even bring anybody in we had to more or less clear a path to the house. That's what terrible shape it was in, and then we had to do quite a bit of cleaning up to bring it to a somewhat pre-

sentable state. It was in a terrible state of disrepair, upheaval.

9. You mean you had to clear a path because of the growth of bushes?

A. Yes. The inside of the house was pretty crummy too.

10. What do you mean the inside of the house was pretty crummy?

A. Well it was in a great state of upheaval, trash, rubble lying around. Miscellaneous furniture. It was in a horrible state.

11. The contract of sale calls for $18,000.00. In your opinion is that a fair value for the property?

A. Yes, because of the work that has got to be done to that house to bring it into a liveable condition. There is still work to be done in that house before people can even move in.

12. Did you infact, try to get more than that?

A. Yes, I did.

13. Were you successful?

A. No. We had had two offers that were lower than this eighteen thousand dollar figure. $18,000.00 is the highest offer that we have gotten.

14. Does the sale include certain personal property in the house?

A. Yes.

15. Does that have any substantial value?

A. No. It is of little value. Miscellaneous furniture.

16. In fact it was of such little value that it didn't make any difference whether it went with the property or didn't?

A. That's right.

17. Isn't that the situation?

A. Yes.

18. What commission is Charles H. Steffey to get out of this sale?

A. 6%

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..Lenora Gordon.....

Marvin I. Anderson, a witness of lawful age, being first duly sworn, deposes and says:

I have been acquainted with Mr. and Mrs. Rinn from the time they were first married and I am also familiar with the property involved in this case. In fact, Mrs. Blanche W. Cecil, who is now in a rest home, holds two mortgages on the property. One is dated December the 15th, 1942 on which there is a balance due of $2,149.98, as of December the 15th, 1958. She also holds another mortgage on the property dated December the 30th, 1950, on which there is a balance due as of December the 30th, 1958, of $2,770.00. Both of these mortgages are far overdue, and the mortgages are about to be foreclosed on. However, it was thought that more might be obtained from the property at a private sale and I feel that the contract is for a fair amount, is reasonable and should be ratified. I might add that I represent Blanche W. Cecil and am personally familiar with the mortgages testified about.

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 T. Anderson.....

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 3rd day of March, 1959.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00
S.M. $ 8.00 Pd S.M.

24 M. 147-372

LIBER 139 PAGE 24

THIS DEED made this 15th day of March, in the year Nineteen hundred and thirty-six, by Marvin I. Anderson, Trustee of Annapolis, Maryland, of the first part, and Frank G. Rinn and Frances G. Rinn, his wife, of Washington, District of Columbia, of the second part.

WITNESS, That for and in consideration of the sum of One ($1.00) Dollar and in execution of the trust and confidence reposed in him, Marvin I. Anderson, Trustee, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County simultaneously with these presents, the said Marvin I. Anderson, Trustee, doth by these presents grant and convey unto the said Frank G. Rinn and Frances G. Rinn, his wife, as tenants by the entireties thereof, in fee simple, the following property, to wit:

All that lot of ground situate in the Second Election District, Anne Arundel County, consisting of 6.10 acres of land, more or less, which is secondly described by metes and bounds, courses and distances in a deed of even date herewith, from Frank G. Rinn and Frances G. Rinn, his wife, to Marvin I. Anderson, Trustee, and intended to be recorded among the aforesaid Land Records immediately prior hereto.

TOGETHER with the buildings and improvements thereon and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the parties of the second part, as tenants by the entireties thereof, in fee simple.

Witness the hand and seal of said Trustee.

WITNESS: MARVIN I. ANDERSON (SEAL)
TRUSTEE

LUCILLE HARMAN

Examiner EXHIBIT NO. ONE
Matter of Frank G. Rinn
#10830 Equity
Malcolm Smith, Examiner

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 23rd. day of MARCH 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin L. Anderson, Trustee, and acknowledged the aforegoing deed to be his act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

LUCILLE HARMAN
Notary Public

RECORDED MARCH 23, 1936 at 10-30 A. M.

25

LIBER 139 PAGE 26

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of a Deed as recorded in Liber F. A. M. 147 Folio 372 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 26th day of February, A. D., 1959.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

J.A.M. 147-372

LIBER 139 PAGE 27

NO TITLE SEARCH---

THIS DEED made this 16th day of March, in the year Nineteen hundred and thirty-six, by Marvin I. Anderson, Trustee of Annapolis, Maryland, of the first part, and Frank G. Rinn and Frances G. Rinn, his wife, of Washington, District of Columbia, of the second part.

WITNESSETH, That for and in consideration of the sum of One (1.00) Dollar and in execution of the trust and confidence reposed in him, Marvin I. Anderson, Trustee, by deed of even date herewith, intended to be recorded among the Land Records of Anne Arundel County simultaneously with these presents, the said Marvin I. Anderson, Trustee, doth by these presents grant and convey unto the said Frank G. Rinn and Frances G. Rinn, his wife, as tenants by the entireties thereof, in fee simple, the following property, to wit:

All that lot of ground situate in the Second Election District Anne Arundel County, consisting of 2.20 acres of land, more or less, which is firstly described by metes and bounds, courses and distances in a deed of even date herewith, from Frank G. Rinn and Frances G. Rinn, his wife, to Marvin I. Anderson, Trustee, and intended to be recorded among the aforesaid Land Records immediately prior hereto.

TOGETHER with the buildings and improvements thereon and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the parties of the second part, as tenants by the entireties thereof, in fee simple.

Witness the hand and seal of said Trustee.

WITNESS:

MARVIN I. ANDERSON (SEAL)
TRUSTEE

LUCILLE HARMAN

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1959 FEB 26 PM 1:18

Matter of Frank G. Rinn
#12830 Equity
Malcolm Bennett, Examiner

Examiner EXHIBIT NO. TWO

27

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 23rd. day of MARCH 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

LUCILLE HARMAN
Notary Public

RECORDED MARCH 23, 1936 at 10-30 A. M.

LIBER 139 PAGE 29

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of a Deed as recorded in Liber F. A. M. 147 Folio 372, 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 26th day of February, A. D., 1959.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

JHH4397389

NO STAMPS
REQUIRED.

LIBER 139 PAGE 30

THIS DEED, Made this 21 st. day of July in the year Nineteen hundred and forty seven, by and between FRANK O. RINN and FRANCES O. RINN, his wife, parties of the first part, BLANCHE W. CECIL, mortgagee, party of the second part, and PHILIP S. BALL and SUSIE D. BALL, his wife, parties of the third part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

WHEREAS, a question has arisen as to the proper boundary line dividing the lands of the parties of the first and third parts and it is desirable and to the interest of all the parties hereto that the question be settled, to which end these presents are executed.

AND Whereas, the party of the second part is the holder of a mortgage, dated on the 15th day of December, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 273 folio 173, on the property of the parties of the first part, and has agreed to unite in these presents for the purpose of releasing so much of said property as is hereinafter described from the operation, lien and effect of said mortgage, retaining, however, the mortgage on the balance of said property described in said mortgage.

NOW THEREFORE, This Deed Witnesseth, that in consideration of the premises and of the several grants hereinafter made, it is mutually agreed by and between the several parties hereto that the said dividing line shall be as follows:

BEGINNING for the same at a post at the end of the south 88 degrees 4 minutes west 93 foot line of the property of Frank O. Rinn and wife as surveyed by J. Revell Carr, Surveyor, in June, 1947, said post being also at the tide lines of Kitty Duvall Creek; thence leaving the said tide lines of Kitty Duvall Creek and running with the boundary lines agreed upon between the parties hereto, north 89 degrees 48 minutes east 226.1 feet to an iron pipe; thence north 86 degrees 53 minutes east 95.3 feet to an iron pipe; thence north 83 degrees 10 minutes east 176.5 feet to an iron pipe; thence north 87 degrees 6 minutes east 881.52 feet to an iron bolt on the westerly side of the Arundel-on-the-Bay Road.

Examiner's EXHIBIT NO. THREE
Matter of Frank O. Rinn
#12,830 Equity
Malcolm Bennett
Examiner

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30

AND the said parties of the first and second parts do hereby grant, convey and release unto the said parties of the third part, as tenants by the entireties, their heirs and assigns, in fee simple, all of the land which they may own to the northwest of said dividing line, all as shown by the plat made by J. Revell Carr, Surveyor, in June, 1947, and intended to be recorded among the Land Records of Anne Arundel County with this deed. Being a part of the same property which was conveyed to Frank G. Rinn and Frances G. Rinn, his wife, by Marvin I. Anderson, Trustee, by the two following deeds, dated March 16, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. 147 folio 378, respectively.

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of the parties of third part as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the third part do hereby grant and convey unto the parties of the first part, as tenants by the entireties, their heirs and assigns in fee simple, all the land which they may own to the southeast of the said dividing line as shown on the aforesaid plat made by J. Revell Carr, Surveyor.

Being a part of the same property which was conveyed to the said Philip S. Ball and Susie D. Ball, his wife, by Louise Phippe O'Keefe and husband, by deed dated on the 16th day of May in the year 1938, and recorded among the aforesaid Land Records in Liber F.S.R.No. 98 folio 97.

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of the parties of the first part, as tenants by the entireties, their heirs and assigns, in fee simple.

WITNESS the hands and seals of the above named parties on the day and in the year first above written.

Test as to F. G. Rinn and Frances G. Rinn

s/ FRANK G. RINN (SEAL)
Frank G. Rinn

s/ FRANCES G. RINN (SEAL)
Frances G. Rinn

s/FRANK J. DONATY
FRANK J. DONATY

Test as to Blanche W. Cecil

s/ BLANCHE W. CECIL (SEAL)
Blanche W. Cecil, mortgagee

s/ GENEVA H. ANDERSON
GENEVA H. ANDERSON

Test as to P.S.Ball and S'D.Ball

s/ PHILIP S. BALL (SEAL)
Philip S. Ball

s/ KATHERINE E. LINTHICUM
KATHERINE E. LINTHICUM

s/SUSIE D. BALL (SEAL)
Susie D. Ball

DISTRICT OF COLUMBIA, City of Washington, To wit:

I hereby certify that on this 21st day of July in the year Nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Frank G. Rinn and Frances G. Rinn, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL)

s/ EVA C. RUFF
Notary Public

My Commission Expires February 28, 1951. EVA C. RUFF

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 25 th day of ~~July~~ AUGUST in the year Nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Blanche W. Cecil, mortgagee, and she acknowledged the aforegoing deed to be her act and deed.

Witness my hand and seal Notarial,

(Notarial Seal)

s/ GENEVA H. ANDERSON
Notary Public
GENEVA H. ANDERSON

STATE OF MARYLAND To Wit:

I hereby certify that on this 21st. day of ~~July~~ AUGUST in the year Nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Philip S. Ball and Susie D. Ball, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL)

s/KATHERINE E. LINTHICUM
Notary Public
KATHERINE E. LINTHICUM

My Commission Expires May9, 1949.

Recorded October 28th 1947 at 10-50 A. M.

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LIBER 139 PAGE 33

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of a Deed as recorded in Liber J.H.H. No. 439, folio 389, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 26th. day of February, 1959, A.D.

George T. Cromwell, Clerk.

George T. Cromwell, Clerk

CONTRACT OF SALE

OFFICES OF

CHAS. H. STEFFEY

(INCORPORATED)

18 E. LEXINGTON ST.
BALTIMORE 2, MARYLAND

Realtors
Chas H. Steffey
18 E. Lexington St.

S/S Hisley

LIBER 139 PAGE 34

This Agreement, Made this 24th day of February nineteen hundred and fifty-nine, between FRANCES KINN HUPP and Dwight M. Hupp, her husband and FRANK B. KINN (trustee of Frank G. Kinn), parties- of the first part, HEREINAFTER CALLED, SELLER, AND DOROTHEA M. KNIGHT, party- - - - - - - - - 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 Second Election District of Anne Arundel County, State of Maryland.

Improved property located on Arundel Road, Bay Ridge, being further described in deed dated March 16, 1936, from Frank G. Kinn and Frances G. Kinn to Marvin I. Anderson, trustee, subject, however, to the line of agreement between the said Frank G. Kinn, et al, and Phillip S. Ball, dated July 21, 1947, and recorded in LIBER JHH 439 FOLIO 389 of the Land Records in Anne Arundel County, improved by a ranch type dwelling, being that lot of ground consisting of two tracts of property; one being 2.2 acres, which includes dwelling and other improvements, the other tract being 6.1 acres.

SEE THE REVERSE HEREOF

Subject to restrictive covenants, easements and agreements of record (if any) ~~and to present rights of tenants thereof~~

at and for the price of EIGHTEEN THOUSAND ($18,000.00) and 00/100 DOLLARS- - - - - - - - - -

of which $ THREE HUNDRED ($300.00) and 00/100 DOLLARS- - - - - - - - - - - - - - - - - -

have been paid prior to the signing hereof, and the balance is to be paid as follows: Cash upon ratification of the sale by the Circuit Court of Anne Arundel County, Case #12830-equity. If the sale is not ratified or approved by the Court within sixty (60) days from the date of this contract, then the Buyers may cancel the contract by giving written notice and shall there upon be entitled to the refund of the THREE HUNDRED DOLLAR ($300.00) deposit. The THREE HUNDRED DOLLAR ($300.00) deposit is to be held by CHAS. H. STEFFEY, INC., as agent for both Sellers and Buyer, and unless the sale is ratified by the Court and settlement is herein set forth, no brokerage commission shall be payable. ~~by the Buyer.~~ Settlement to be made at the office of Marvin I. Anderson, attorney, within thirty (30) days after ratification, as aforesaid, at which time possession shall be given.

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. Taxes, all other public dues and charges, ~~Ground Rent~~, Water Rent, and Rent paid in advance, if any, to be paid or allowed for by the Seller to date of settlement- - - - - - 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 septuple. Dwight M. Hupp (SEAL)

TEST: Elizabeth W. Day — Frances Kinn Hupp, FRANCES KINN HUPP (SEAL)

Frank B. Kinn, FRANK B. KINN (trustee of Frank G. Kinn) (SEAL)

(SEAL)

J. W. Hisley — Dorothea M. Knight, DOROTHEA M. KNIGHT (SEAL)

(SEAL)

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LIBER 139 PAGE 33

(SEAL)

SEE THE REVERSE HEREOF

Matter of Frank G. Kinn

Examiner EXHIBIT NO. FOUR #12830 Equity, Examiner

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EXHIBIT NO. [illegible]

ADDENDUM TO THE WITHIN CONTRACT

acres, more or less, as shown on plat, all in fee simple.

Included in this sale are following: Kitchen stoves in main dwelling and in guest house, oil burner in main house, space heater in guest house, all ventian blinds, linoleum, shrubbery, electric light fixtures, curtain rods, miscellaneous bedroom furnishings and bedding in both dwelling and guest house.

TEST:

Elizabeth D. Day

Bernard [illegible]

J. W. Hisley

Dwight M Hupp
Hupp

Frances Rinn Hupp
FRANCES RINN HUPP

Frank B. Rinn
FRANK B. RINN (trustee of Frank G. Rinn)

Dorothea M Knight
DOROTHEA M. KNIGHT

34A

FRED E. VOGES & COMPANY
SALES • REAL ESTATE • RENTALS
INSURANCE

THREE CHURCH CIRCLE - SPEER BUILDING • ANNAPOLIS, MARYLAND - COLONIAL 8-3351

February 25, 1959

LIBER 139 PAGE 36

TO WHOM IT MAY CONCERN:

This is to certify that I have inspected the property assessed to Frank G. Rinn and Frances Rinn, said property being located on the road leading from Eastport to Arundel On The Bay, in the Second Election District of Anne Arundel County, Maryland.

The property consists of 8.30 acres of land bordering on the Arundel On The Bay Road and running to the head of Kitty Duvall Creek. The property has a frontage on Kitty Duvall Creek of 93 feet, more or less. The land slopes from the house site to the shore level and the shore line is marshy, with the Creek at this point being heavily silted in. There are several nice magnolia and evergreen trees near the house, as well as a number of box bushes, but the balance of the property is much overgrown with weeds, briars and scrub timber.

The improvements consist of a one-story, frame log cabin containing 5 rooms and bath, in fair condition. The dwelling is heated by an oil fired, hot air, central heating plant. There is a partial basement and a one-car built-in garage. To the rear of the building is a cinder block 2-car garage with a three room and bath frame apartment over. The apartment is heated by stoves and is in fair condition. The other improvements consist of a chicken house and a tool house, both frame, and both in fair condition.

The dwelling and apartment contain a number of pieces of used furniture which, in my opinion, add nothing to the value of the property.

In my opinion, the fair market value of this property as of this date is $16,850.00

Respectfully submitted,

Fred E. Voges

Fred E. Voges
Realtor and Appraiser

Matter of Frank G. Rinn
#12830 Equity
William Bruce, Examiner

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Examiner EXHIBIT NO. FIVE

TOWNS-WORTH BUILDING
SOUTH STREET
COlonial 3-2525

T. CARROLL WORTHINGTON
REALTOR
ANNAPOLIS, MARYLAND

LIBER 139 PAGE 37

February 25th, 1959.

TO WHOM IT MAY CONCERN:

This is to certify that I have inspected the property assessed to Frank G. Rinn and Frances Rinn, situate in the Second District of Anne Arundel County, Maryland, on the road leading to Arundel on the Bay.

This property consists of 8.30 Acres of land bordering on the Arundel on the Bay Road and running to the head of Kitty Duvall Creek, with a frontage on the Creek of approximately 93 feet. Land is very low and marshy along the Creek front and the balance of the property is very much overgrown.

It is improved by a one story, frame Log Cabin, containing 5 rooms and bath; small basement with hot air oil fired heating plant, and a one car built-in garage. There is a 2 car garage with a 3 room and bath apartment over it in the rear of the dwelling, the apartment being heated with stoves. There is a chicken house and tool house. All improvements are in only fair condition. There is some old furniture in both the dwelling and apartment, but it is my opinion that it does not add to the value of the property.

It is my opinion that the fair market value of this property as of this date is $16,250.00.

Respectfully submitted,

T. Carroll Worthington
Realtor and Appraiser.

Matter of Frank G. Rinn
#12830 Equity
Malcolm Smith, Examiner

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1959 FEB 26 PM 1:19 Examiner EXHIBIT NO. SIX

36

37

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND
JOS. H. GRISCOM, SR., TREASURER.

MAKE ALL CHECKS PAYABLE TO JOS. H. GRISCOM, SR. TREASURER. FAILURE TO RECEIVE A BILL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST AND PENALTY.

SEE ENCLOSED STATEMENT FOR RATES

TAX LEVY 1958
REAL ESTATE

LAND	BUILDINGS	TOTAL ASSESSMENT	TOTAL TAX DUE
2715	5095	7810	161 08
STATE TAX	SPECIAL TAX TOTAL	COUNTY TAX	
1113		14995	10 08 March
33		9 75	171 16

OFF ARUNDEL ON BAY RD
8.30 ACRS . IMP BL 600 2
KITTY DUVALLS CK

FRANK G . FRANCES RINN
CO AMER AUTO ASSN
WASH D C

INDEX		
DIST.	SUB.	NUMBER
2	000	9846200

DO NOT DETACH
RETURN BOTH COPIES WITH PAYMENT

SPECIAL TAX CODE(S)

A	B	C	D	E

OFFICE HOURS
DAILY:
9 A. M. TO 4 P. M.
SATURDAY:
9 A. M. TO 12 NOON

INTEREST FOR THIS YEAR'S TAXES ONLY

MONTH	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.
STATE	NONE						½%	1%	1½%
COUNTY SPECIAL	1%	1½%	2%	2½%	3%	3½%	4%	4½%	5%

Examiner's Exh. #7,
Matter of Frank G. Rinn
#12830 Equity
Malcolm B. Smith, Examiner

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND
JOS. H. GRISCOM, SR., TREASURER.

MAKE ALL CHECKS PAYABLE TO TREASURER, ANNE ARUNDEL COUNTY

CHECKS MUST BEAR YOUR NAME AND ADDRESS

FAILURE TO RECEIVE A BILL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST AND PENALTY.

SEE ENCLOSED STATEMENT FOR RATES

TAX LEVY 1959
REAL ESTATE

LAND	BUILDINGS	TOTAL ASSESSMENT	TOTAL TAX DUE
2715	5095	7810	16278
STATE TAX	SPECIAL TAX TOTAL	COUNTY TAX	
1048		15230	

1958
UNPAID

OFF ARUNDEL ON BAY RD
8.30 ACRS . IMP BL 600 2
KITTY DUVALLS CK

FRANK G . FRANCES RINN
CO AMER AUTO ASSN
WASH D C

INDEX		
DIST.	SUB.	NUMBER
2	000	9846200

DO NOT DETACH
RETURN BOTH COPIES WITH PAYMENT

SPECIAL TAX CODE(S)

Examiner's Exh. #8
Matter of Frank G. Rinn
#12830 Equity
Malcolm B. Smith, Examiner

LIBER 139 PAGE 39

IN THE MATTER OF	*	NO. 12,830 EQUITY
FRANK G. RINN,	*	IN THE
INCOMPETENT.	*	CIRCUIT COURT
	*	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 and the certificates of two competent real estate brokers that the price offered for the real estate and personal property mentioned and described in the petition is fair and reasonable, and that it is to the advantage of the non compos that the property be sold, it is, therefore, ADJUDGED, ORDERED and DECREED this 14th day of March, 1959, by the Circuit Court of Anne Arundel County sitting in Equity, that Frank B. Rinn, Trustee, be, and he is hereby authorized to sell the one-half interest in the property described in these proceedings, owned by the said Frank G. Rinn (the other one-half interest being owned by Frances Rinn Hupp, also known as Daisy F. Rinn and Frances G. Rinn) and mentioned and described in the Agreement of Sale and Purchase filed in these proceedings; and the said Agreement of Sale and Purchase made by and between the said Frances Rinn Hupp and her husband, individually, Frank B. Rinn, Trustee, and Dorothea M. Knight, be and the same is hereby ratified, confirmed and approved, and that the said Frank B. Rinn, Trustee as aforesaid, upon payment of one-half of purchase price (less one-half of the mortgage debt and interest, one-half of all stamp taxes, one-half of the real estate brokers commission, and one-half of the appraisal fees) mentioned in said agreement, but

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not before, shall unite with Frances Rinn Hupp and her husband, Dwight M. Hupp, in a deed, conveying all of the right, title and interest of the said Frank G. Rinn in and to the aforesaid property and land in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the net proceeds the Trustee shall bring into Court the money arising from said sale to be administered under the direction of this Court; and it further appearing that the Trustee is presently bonded for the sum of two thousand dollars ($2,000.00) and that one-half of the net proceeds will exceed this sum the Trustee is directed to file bond in the additional sum of six thousand dollars ($6,000.00) to the State of Maryland, with a corporate surety to be approved by this Court for his faithful discharge of his duties as such Trustee.

Benjamin Richardson
Judge

IN THE MATTER OF	*	NO. 12,830 EQUITY
FRANK G. RINN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Frank B. Rinn, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Six thousand dollars ($6,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24 day of March, in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden Frank B. Rinn was appointed Trustee by virtue of a decree of the Circuit Court for Anne Arundel County, dated October 9, 1958, to care for and manage the property of the incompetent and may upon proper order of the Court, expend cash for the incompetent's support and maintenance, in the case of Frank G. Rinn, Incompetent, known as No. 12,830 Equity, now pending in said Court, and

WHEREAS, on the 14th day of March, 1959, the said Trustee was authorized to sell the one-half interest of the said Frank G. Rinn in and to certain property therein mentioned and to file an additional bond in the amount of Six thousand ($6,000.00)

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

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1959 APR 10 AM 9:43

dollars.

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

Frank B. Rinn (SEAL)

Signed, sealed and delivered
in the presence of

Myrtle Stevens

NATIONAL SURETY CORPORATION

By: [signature]
Attorney-in-fact

LIBER 139 PAGE 43

IN THE MATTER OF	:	NO. 12,830 EQUITY
FRANK G. RINN,	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Frank B. Rinn, Trustee, duly appointed by the Decree of this Court dated March 14, 1959, in these proceedings, to convey the property in these proceedings to Dorothea M. Knight, the purchaser, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated March 14, 1959, authorizing Frank B. Rinn, Trustee, to convey the property to the purchaser mentioned in these proceedings, the said Frank B. Rinn, Trustee, duly filed his bond, in accordance with the terms of the said Decree, conditioned for the faithful performance of his duties imposed upon him as such Trustee, with the National Surety Corporation, as surety thereon, in these proceedings.

2. That on the 25th day of March, 1959, the said Frank B. Rinn, Trustee, with others duly executed and acknowledged and delivered to the said Dorothea M. Knight, a deed, conveying to her the purchaser, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, free and clear and discharged from all claims of the Incompetent hereto, and these claiming, by from or under him in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's decree; the said Frank B. Rinn, Trustee,

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having received the net amount of Five thousand two hundred fifty-one dollars and two cents, being the full amount due the Incompetent in payment of his one-half interest in said property, after the payment of mortgages, taxes, revenue stamps, appraisers, realtor's commissions, Court costs etc., all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty etc.,

Frank B. Rinn
Trustee

STATE OF NEW YORK, County of Orange To Wit:

I hereby certify that on this 13th day of April in the year Nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of New York in and for the County aforesaid, personally appeared Frank B. Rinn, Trustee, 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,

VIRGINIA C. POWELL
Notary Public, State of New York
Orange County
My Commission Expires March 30, 1960

Virginia C. Powell
Notary Public

March 25, 1959

LIBER 139 PAGE 45

Dorothea M. Knight, widow,
In Account with
Frank B. Rinn, Trustee and Frances G. Rinn Hupp

Proceeds of Sale of 8.81 acres of land in the Second Election District of Anne Arundel County			$18,000.00
To:			
Marvin I. Anderson, Atty. for Blanche W. Cecil, mortgage dated Dec. 15, 1942	$2000.00		
Interest 6/15/57 to 3/25/59	177.74	$2,177.74	
Marvin I. Anderson, Atty. for Blanche W. Cecil, mortgage 12/30/50	2500.00		
Interest 6/30/57 to 3/25/59	305.40	2,805.40	
Rec. 2 short releases		2.00	
1958 State & Co. taxes		170.74	
3 mos. 1959 State & Co. taxes		40.68	
T.W. Worthington, Appraiser		25.00	
Fred E. Voges, Appraiser		25.00	
Fed. & State Doc. Stamps $39.60-1/2		19.80	
Chas. H. Steffey, Inc Comms.	1,080.00		
~~Deposit~~	~~300.00~~	1,080.00	
H.M.Murray, Ins. Prem.		44.80	
Court costs: re Divorce action		26.50	
Cleaning house		10.00	
		$6,427.66	
Balance for distribution see below		11,572.34	
		$18,000.00	$18,000.00

Balance for Distribution			$11,572.34
To Frances G. Rinn Hupp 1/2		5786.17	
To Frank B. Rinn, Trustee,1/2 ($5786.17)			
Less:			
Anderson & Anderson			
Certified copies of deeds	4.75		
Testimony	8.00	12.75	
District Director Internal Rev.	522.40		
Rec. Release	.50		
Frank B. Rinn, Trustee	5250.52		
		5786.17	
		$11,572.34	$11,572.34

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In the Case of

LIBER 139 PAGE 47

IN THE MATTER OF FRANK G. RINN, INCOMPETENT

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 12,830 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 money in the proceedings, the notices required by Maryland Rule 595(g).

All of which is respectfully submitted.

May 15, 1962

John H. Hopkins, IV Auditor.

FILED

1962 MAY 15 PM 3:01

Dr. In The Matter Of Frank G. Rinn, Incompetent in ac.

Trustees Commissions waived:					
To Trustee for Court costs, viz:					
Clerk of Court - Court costs to 5/24/61	52	40			
Clerk of Court - final Court costs	3	00			
Auditor - stating this account	30	00		85	40
To Trustee for expenses, viz:					
National Surety Corp. - Bond Premium	50	00			
Auditor for examining and verifying annual fiduciary Report for year ending 12/31/60	4	00			
M.I. Anderson - fee for Audit Report 1960	25	00			
M.I. Anderson - fee for final report	25	00			
Forest Haven Nursing Home - room, board & care of Incompetent, 1/1/61 to 11/30/61, 11 months	1,540	00			
Forest Haven Nursing Home - reimbursement fee to Dr. Shaw for exam. - 6 @ $6.00	36	00			
Forest Haven Nursing Home - Medicines, incidentals and spending money for incompetent	262	70			
Cash to Trustee for clothes & spending money for incompetent and expenses of Trustee	170	00			
Sears Roebuck & Co. - purchase TV for Incompetent	166	96		2,279	66
To Frank Burton Rinn, Executor of the Estate of Frank G. Rinn, deceased - distribution, re Court Order dated 4/21/62.	4,130	95		4,130	95
				6,496	01

with Frank B. Rinn, Trustee

Cr.

1962						
April	21	Value of estate in hands of Trustee as shown by his annual fiduciary Report for the year ending 12/31/60, viz:				
		Corpus cash balance	5,080	79	5,080	79
		INCOME				
		Social Security payments	1,276	00		
		Interest on savings account - County National Bank	139	22	1,415	22
					6,496	01

LIBER 139 PAGE 50

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 1st 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 aij - Deputy

LIBER 139 PAGE 51

STANLEY D. GAUSS and BERNICE V. GAUSS, his wife, Riverside Drive, Chelsea Beach, Anne Arundel County, Maryland	:	IN THE
Complainants	:	CIRCUIT COURT
vs.	:	FOR
FRANCIS J. PAYNE and MARTHA A. PAYNE, his wife, 820 North Sixty-ninth Terrace, West Hollywood, Florida	:	ANNE ARUNDEL COUNTY
Defendants	:	IN EQUITY No 14,690 Equity

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

Stanley D. Gauss and Bernice V. Gauss, his wife, by Herbert L. Grymes, their attorney, respectfully represent as follows:

1. That by a Standard Land Installment Contract, dated the sixth of June, 1960, the Defendants, Francis J. Payne and Martha A. Payne, his wife, agreed to sell to the Complainants three lots of ground located at Chelsea Beach in Anne Arundel County in fee-simple for the sum of $6,852.00, on which agreed price the sum of $150.00 was paid at the time of the signing of the contract and the balance of $6,702.00 to be paid at the rate of $64.00 a month. See photostat copy of contract attached hereto and marked "Complainants' Exhibit No. 1."

2. That under the provisions of the contract the Sellers agreed to convey the property upon payment of the balance due by a good and merchantable title.

1951 NOV -9 PM 9:54

3. That the Complainants have reduced the balance due on the contract by regular payments and that there is a balance now due on the contract of $6,416.68.

4. That the Complainants are able and willing to pay the balance due on the said contract but upon an examination of the title are advised that there is a judgment standing against the Defendants secured by Four Besche Brothers under date of July 18, 1960, for the sum of $763.25 plus Court costs and interest to date, totaling in all the sum of $855.47, said judgment having been entered in the records of the Circuit Court of Anne Arundel County subsequent to the signing of the Land Installment contract attached hereto.

5. That in addition to the above lien there is also an open mortgage on this property signed by the Defendants payable to Bohemian Building, Loan & Savings Association, "SLAVIE", Inc., of Baltimore City, with a balance of $5,086.73 as of September 13, 1961.

6. That the Defendants also under the terms of the said contract are responsible to pay to the selling agent, Plitt Real Estate Company, the sum of $408.00 as commissions for the sale of the property.

7. That the total of the indebtedness now due on the property amounts to $6,350.20 and the balance due by the Complainants to the Defendants amounts to $66.28 less one-half stamp taxes for the Deed and release charges for the mortgage from the Building Association.

8. That the Complainants have secured a commitment from a Building Association to lend to them the amount of money necessary for them to pay off the balance due on the contract.

2

9. That the Defendants have left the State of Maryland and are now residing at 820 North Sixty-ninth Terrace, West Hollywood, Florida, and have failed to cooperate with the Complainants in the consummation of the contract so that a Deed may be secured and the transaction closed.

WHEREFORE, your Complainants pray:

(a) That this Court will assume jurisdiction over the said property and direct the specific performance of the contract for the benefit of the Complainants.

(b) That this Court will appoint a Trustee to take charge of the said property and to credit the Complainants with payments made and liens and charges due against the property under the contract, and any balance remaining over and above the same to account to the Defendants, less the expenses of this proceeding.

(c) That an Order of Publication may be issued to be published in a newspaper published in Anne Arundel County, State of Maryland, notifying the said Defendants of the pendency of the proceeding and requiring them to show cause by some day certain to be named therein why the relief prayed should not be granted.

(d) That the Plaintiffs have such other and further relief as their case may require.

AND AS IN DUTY BOUND, ETC.

Stanley D. Gauss

Stanley D. Gauss

Bernice V. Gauss

Bernice V. Gauss

Herbert V. Grymes
Solicitor for Complainants
1601 Court Square Building
Baltimore 2, Maryland
MU 5-5095

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this seventh day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Stanley D. Gauss and Bernice V. Gauss, his wife, the above named Complainants, and they severally made oath in due form of Law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial seal.

Margaret C. Simmons
Notary Public

My commission expires May 6, 1963.

FILED

1961 NOV -9 AM 9:54

4

PLITT REAL ESTATE CO.
116 WEST 25TH STREET
BALTIMORE 18, MARYLAND

LIBER 139 PAGE 55

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 6th day of June 19 60., between Francis J. Payne and Martha A. Payne, his wife, who resides at 820 N. 69th Terrace and whose post-office address is West Hollywood, Florida, Seller, and Stanley D. Gauss and Bernice V. Gauss, his wife who resides at 1526 Popland Street and whose post-office address is Baltimore 26, Maryland Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Anne Arundel County, State of Maryland on Riverside Drive known as lots 38, 39, 40 of Section 11 as shown on a plat of Chelsea Beach recorded among the plat records of Anne Arundel County in plat book W.N.W. No. 3 folio 49 and more particularly described in a deed recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1244 folio 512, IN FEE SIMPLE,

at and for the cash price of ..... $ 6,800.00

Fees and other charges, if any pro-rata taxes - 6 months ..... $ 52.00

Insurance, covering loss by fire, owner's present policy to be endorsed to cover buyers.

in the amount of $ _____ , payable to Seller and or Buyer as their interests may appear.

Policy expires _____

Total Purchase Price ..... $. 6,852.00

Paid on account by Buyer ..... $ 150.00

Principal balance owed by Buyer ..... $. 6,702.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) Plitt Real Estate Company, 116 W. 25th St., Baltimore 18, Maryland in consecutive (monthly) (~~weekly~~) installments of $64.00 each, which shall severally become due and payable on the 11th day of each and every (month) (~~week~~) beginning with the first installment due on the 11th day of July , 19 60.

Interest at 6 % per annum on present unpaid balance of purchase price ..... $. 402.12

Annual Ground Rent (if any) None ..... $ ____

Present Annual Taxes $104.00 ..... $ 104.00

Estimated Annual Water Rent None ..... $. ____

Insurance Premiums ..... $. 40.00 estimated

Other Public Charges, as follows:.....$_____

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract: None

FILED

1961 NOV -9 AM 9:54

Examined Gft. #1
Jack V. Payne
#14,690 Equity
Malcolm Smith, Equity

5

Notwithstanding any other provision herein to the contrary, the buyers agree to make a settlement simultaneously with a settlement that occurs on property they own located at 1528 Popland Street, Baltimore 26, Maryland, provided they are able to assume an existing mortgage in the amount of $5,500 now held by Bohemian Building Loan and Savings Association.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Greater Baltimore to Plitt Real Estate Company.

6

It is understood and agreed (, at any time during the life of this contr upon thirty days written notice and demand by the Seller, Buyer shal accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of six per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

d

It is understood and agreed that all monthly payments made hereunder by the buyers shall be paid over to Bohemian Building Loan and Savings Association "Slavie" as amortized payments under existing mortgage held by them from the sellers. It is also understood and agreed that should "Slavie" increase their amortized payments, the buyers shall also be obliged to increase their payments hereunder in the same amount.

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 right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of June 11, 1960, at which time right of 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, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

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.

triplicate

Witness in ~~duplicate~~ the hands and seals of the parties hereto the day and year first above written

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness — Seller's Signature (SEAL)

Witness — Seller's Signature (SEAL)

Date signed by Seller June 8 1960

Witness — Buyer's Signature (SEAL)

Witness — Buyer's Signature (SEAL)

Date signed by Buyer June 6 1960

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 13th day of June 1960

Witness — Buyer

Witness — Buyer

7

STANLEY D. GAUSS and BERNICE V. GAUSS, his wife, Riverside Drive Chelsea Beach Anne Arundel County Maryland	:	IN THE
Complainants	:	CIRCUIT COURT
vs.	:	FOR
FRANCIS J. PAYNE and MARTHA A. PAYNE, his wife, 820 North Sixty-ninth Terrace, West Hollywood, Florida	:	ANNE ARUNDEL COUNTY
Defendants	:	IN EQUITY No. 14,690 Equity

: :

ORDER OF PUBLICATION

. . . . . .

The object of this suit is to have the Court assume jurisdiction over Lots 38, 39, 40 of Section 11, as shown on a Plat of Chelsea Beach, in Anne Arundel County, State of Maryland, and direct the specific performance of the contract for thebenefit of the Complainants and to appoint a Trustee to take charge of the said property and comply with further Orders of the Court relative to the rights of the Complainants and Defendants.

FILED NOV -9 1961 9:54 AM

The Bill states that on or about the sixth day of June, 1960, the Defendants, Francis J. Payne and Martha A. Payne, his wife, agreed to sell to the Complainants fee-simple property situate on Riverside Drive, known as Lots 38, 39, 40 of Section 11, as shown on a Plat of Chelsea Beach, in Anne Arundel County, for the sum of $6,852.00, under a Standard Land Installment Contract, upon which was paid a down payment of $150.00, leaving balance of $6,702.00 which was to be paid at the rate of $64.00 a month; that under the provisions of the contract the Sellers agreed to convey the property upon

upon payment of the balance due by a good and merchantable title; that the Complainants have reduced the balance due on the contract to $6,416.68; that the Complainants are able and willing to pay the balance due but have been advised there is a judgment against the Defendants entered in the records of the Circuit Court of Anne Arundel County subsequent to the signing of the Land Installment contract; that in addition to the above lien there is also an open mortgage; that the Defendants under the terms of the said contract are responsible to pay to the selling agent its commissions; that the Complainants have secured a commitment from a Building Association to lend to them the amount of money necessary for them to pay off the balance due on the contract; that the said Defendants are non-resident of the State of Maryland and now reside in the State of Florida; that the Defendants have failed to cooperate with the Plaintiffs in an effort to consummate this transaction.

It is thereupon this 9th day of November 1961, ORDERED by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, IN EQUITY, that the Complainants by causing a copy of this Order to be inserted in some newspaper, published in said Anne Arundel County, once in each of 4 successive weeks before the 18th day of December 1961, give notice to the said absent Defendants of the object and substance of this bill, warning them to appear in this Court in person or by Solicitor, on or before the 19th day of January, 1962 ~~next~~, to show cause, if any they have, why a decree ought not to be passed as prayed.

O. Bowie Duckett
JUDGE

HERBERT L. GRYMES
Attorney
1601 Court Square Building
Baltimore 2, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
In Equity
No. 14,690

STANLEY D. GAUSS and
BERNICE V. GAUSS, his wife
Riverside Drive
Chelsea Beach
Anne Arundel County
Maryland

Complainants

versus

FRANCIS J. PAYNE and
MARTHA A. PAYNE, his wife,
820 North Sixty-ninth
Terrace,
West Hollywood, Florida

Defendants

Order Of Publication

The object of this suit is to have the Court assume jurisdiction over Lots 38, 39, 40 of Section 11, as shown on a Plat of Chelsea Beach, in Anne Arundel County, State of Maryland, and direct the specific performance of the contract for the benefit of the Complainants and to appoint a Trustee to take charge of the said property and comply with further Orders of the Court relative to the rights of the Complainants and Defendants.

The Bill states that on or about the sixth day of June, 1960, the Defendants, Francis J. Payne and Martha A. Payne, his wife, agreed to sell to the Complainants fee-simple property situate on Riverside Drive, known as Lots 38, 39, 40 of Section 11, as shown on a Plat of Chelsea Beach, in Anne Arundel County, for the sum of $6,852.00, under a Standard Land Installment Contract, upon which was paid a down payment of $150.00, leaving balance of $6,702.00 which was to be paid at the rate of $64.00 a month; that under the provisions of the contract the Sellers agreed to convey the property upon payment of the balance due by a good and merchantable title; that the Complainants have reduced the balance due on the contract to $6,416.68; that the Complainants are able and willing to pay the balance due but have been advised there is a judgment against the Defendants entered in the records of the Circuit Court of Anne Arundel County subsequent to the signing of the Land Installment contract; that in addition to the above lien there is also an open mortgage; that the Defendants under the terms of the said contract are responsible to pay to the selling agent its commissions; that the Complainants have secured a commitment from a Building Association to lend to them the amount of money necessary for them to pay off the balance due on the contract; that the said Defendants are non-resident of the State of Maryland and now reside in the State of Florida; that the Defendants have failed to cooperate with the Plaintiffs in an effort to consummate this transaction.

No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 60

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1961

We hereby certify, that the annexed

Order of Publication

Eq. No. 14,690

Francis J. Payne

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 DEC 14 PM 1:01

By Hazel Tilghman

It is thereupon this 9th day of November 1961, ORDERED by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, IN EQUITY, that the Complainants by causing a copy of this Order to be inserted in some newspaper, published in said Anne Arundel County, once in each of 4 successive weeks before the 18th day of December 1961, give notice to the said absent Defendants of the object and substance of this bill, warning them to appear in this Court in person or by Solicitor, on or before the 19th day of January 1962, next, to show cause, if any they have, why a decree ought not to be passed as prayed.

O. BOWIE DUCKETT
Judge

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-7

STANLEY D. GAUSS
and
BERNICE V. GAUSS,
his wife
Riverside Drive
Chelsea Beach
Anne Arundel County
Maryland

Complainants

vs.

FRANCIS J. PAYNE
and
MARTHA A. PAYNE,
his wife
820 North Sixty-ninth
Terrace
West Hollywood, Florida

Defendants

LIBER 139 PAGE 62

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
IN EQUITY

AFFIDAVIT IN COMPLIANCE WITH RULE 105 E & F
AND 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 the City of Baltimore aforesaid, personally appeared HERBERT L. GRYMES, Attorney for the Complainants, and made oath in due form of Law to the following matters:

(1) That efforts were made to locate the said Defendants at their last known address by registered letters. See registered letter receipts attached to the Petition and Decree Pro Confesso

(2) That the said Defendants are not in the military service of the United States

(3) That the said Defendants are not in the military service of any Nation allied with the United States,

(4) That the said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.

FILED

1952 JAN 23 AM 10:59

(5) That said Defendants are not a member of the Enlisted Reserve Corps who have been ordered to report for military service.

Herbert L. Grymes-Affiant

Subscribed and sworn to before me
this twenty-second day of January, 1962.

Margaret C. Simmons

Margaret C. Simmons - Notary Public

My commission expires May 6, 1963

STANLEY D. GAUSS and BERNICE V. GAUSS his wife Riverside Drive Chelsea Beach Anne Arundel County Maryland	:	IN THE
	:	
	:	CIRCUIT COURT
Complainants	:	
vs.		FOR
	:	
FRANCIS J. PAYNE and MARTHA A. PAYNE, his wife 820 North Sixty-ninth Terrace West Hollywood, Florida	:	
		ANNE ARUNDEL COUNTY
Defendants	:	IN EQUITY

: :

COMPLAINANTS' EXHIBITS
A and B

. . . . . .

REGISTERED NO. 52925

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 8 ☐ Airmail

Postmaster, By 36¢

POSTMARK NOV 1961

From Herbert L. Gauss
1601 Carvel Blvd

To Mr. Francis J. Payne
820 N. 69th St
W. Hollywood Fla

POD Form 3806 Dec. 1959

52926

REGISTERED NO.

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 8 ☐ Airmail

Postmaster, By 36¢

POSTMARK NOV 1961

From Same

To Mr. Francis J. Payne
820 N. 69th St
W. Hollywood, Fla

POD Form 3806 Dec. 1959

FILED
1962 JAN 23 AM 10:59

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LIBER 139 PAGE 65

STANLEY D. GAUSS
and
BERNICE V. GAUSS,
his wife
Riverside Drive
Chelsea Beach
Anne Arundel County
Maryland

Complainants

vs.

FRANCIS J. PAYNE
and
MARTHA A. PAYNE,
his wife
820 North Sixty-ninth
Terrace
West Hollywood, Florida

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

Stanley D. Gauss and Bernice V. Gauss, his wife, by Herbert L. Grymes, their Attorney, respectfully shows:

1. That in the above matter by Order of this Court dated the ninth of October, 1961, the Defendants were required to show cause on or before the nineteenth of January, 1962, why the relief prayed in the said Bill of Complaint should not be granted.

2. The Defendants being out of the State residents were notified by an Order of Publication which was printed in the Capital-Gazette Press of Annapolis, as required by the said Order and a Certificate of the Order of Publication relating to the said advertisement has been filed in these proceedings.

3. That in addition thereto registered letters were mailed to the Defendants at their last known address, which letters contained a copy of the Petition in this case and the Order of Court. That photostatic copies of the registered letter receipts are attached hereto and requested to be made a part hereof as

1962 JAN 23

Exhibits A and B.

4. That the said letters were returned to the writer by the Post Office Department, although notations on the letters indicated that the Defendants were severally notified of the registered letter.

WHEREFORE, your Petitioners pray that a Decree pro confesso may be signed by this Honorable Court in this case and the proceedings referred to an Examiner of this Court for the purpose of taking testimony to sustain the allegations in the Bill of Complaint.

AND for such other and further relief to which the Complainants may be entitled.

AND AS IN DUTY BOUND, ETC.

Herbert L. Grymes
Attorney for Complainants
1601 Court Square Building
Baltimore 2 - Maryland
MU 5-5095

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LIBER 139 PAGE 67

STANLEY D. GAUSS and BERNICE V. GAUSS his wife Riverside Drive Chelsea Beach Anne Arundel County Maryland	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FRANCIS J. PAYNE and MARTHA A. PAYNE his wife 820 North Sixty-ninth Terrace West Hollywood, Florida	:	IN EQUITY
Defendants	:	

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

DECREE PRO CONFESSO

. . . . . .

The Defendants, Francis J. Payne and Martha A. Payne, his wife, having been duly notified by Order of Publication to appear to the Bill of Complaint, and having failed to appear thereto, according to the exigency of the said Order

IT, THEREFORE, appearing from the proceedings, this 24th day of January, 1962, that the Complainants are entitled to relief in the premises, the Bill of Complaint is hereby taken pro confesso against the Defendants, Francis J. Payne and Martha A. Payne, his wife. But because it does not certainly appear to what relief the Plaintiffs are entitled, the papers are referred to one of the Examiners of this Court to take testimony to support the allegations of the Bill.

Matthew J. Byrne
~~Clerk~~ Judge

LIBER 139 PAGE 68

STANLEY D. GAUSS and BERNICE V. GAUSS,	*	IN
PLAINTIFFS	*	THE CIRCUIT COURT
VS.	*	FOR
FRANCIS J. PAYNE and MARTHA A. PAYNE,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO.14,690 EQUITY

* * *

TESTIMONY ON BEHALF OF PLAINTIFFS

February 1, 1962

Present:

Mr. Herbert L. Grymes, Solicitor for Plaintiffs

Mr. Malcolm B. Smith, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Stanley D. Gauss, pages 2 - 5.

Albert H. Plitt, Jr., pages 6 - 8.

Herbert L. Grymes, pages 9 - 10.

FILED

1962 MAR 23 PM 3:44

16

STANLEY D. GAUSS, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Grymes)

1 State your full name, please.

A Stanley D. Gauss.

2 And where are you living now, Mr. Gauss?

A At Riverside Drive, Chelsea Beach, Anne Arundel County, Maryland.

3 Is that in the property that you purchased under a contract from Francis Payne and wife?

A Yes, it is.

4 I show you a contract, which appears to be for property on Riverside Drive from Francis Payne and Martha Payne, his wife, it shows you, Stanley D. Gauss and Bernice V. Gauss, his wife, as purchasers. Is that the signatures of you and your wife and Payne and his wife on that contract?

A Yes, it is.

5 The contract is dated June 6th, 1960. A copy of this contract has been filed in the proceedings. We'd like to simply mark this for identification for comparison with the one that's in the case.

(COPY OF AGREEMENT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

Is this a photostat copy of the original contract that I've just shown you?

A Yes, it is.

6 Now, Mr.Gauss, subsequent to the signing of that contract, have you kept payments up that were required out of the terms of the contract?

A Yes, I have.

7 And you've paid $64.00 a month ever since the contract was signed, is that right?

A Yes.

8 Now, you also are living in the property, aren't you?

A Yes.

9 And have been living in it since the contract was executed?

A Yes, we have.

10 You've made improvements on the property, haven't you?

A Yes, we have.

11 Just about how much have you spent by way of improvements?

A About Eleven Hundred Dollars ($1100.00).

12 Now, you are ready now to re-finance whatever balance is due on the house?

A Yes, we are.

13 And you have approved application in the building association for/a loan?

A Yes.

14 And you asked me, as your attorney, to notify the Payne's that you are willing to pay the balance if they will give you a deed?

A Yes.

15 And have I told you that I have made every effort to get in touch with the Payne's?

A Yes, you have.

16 Without success?

A Yes.

17 I told you, I believe, that they were living in Florida?

A Yes.

18 And you don't know of any local address that the Payne's have in Maryland, do you?

18

A No, I do not.

19 I told you, I think, in the summertime that I sent down a registered letter to them and got back a receipt of its delivery, isn't that correct?

A Yes, that was in September.

20 And I further told you that Payne had called me on the telephone but he had never sent the contract nor the deed back that I sent him to sign?

A That's right.

21 As a result of that, and your inability to get in touch with Payne, or get this contract settled, you've authorized me, directed me to bring this proceeding for specific performance?

A Yes, I did.

22 Now, you've been paying this money on the contract through Mr. Plitt, the real estate agent that represented Payne, isn't that right?

A That's right.

23 You've paid him $64.00 a month?

A That's right.

24 You have a book from him showing you what has been paid on account, and what the balance is due on the contract, haven't you?

A Yes, we do.

25 I show you this book and ask you if this is the book that represents the payments made by you on account of the contract from time to time?

A Yes, it is.

26 Now, that shows a balance due by you of how much?

A $6357.18.

27 And Mr. Plitt has said that there is a credit to you on the expense account which he will testify to when he gets on the stand.

A Yes.

20

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answer.

Answer. No . . . . . .

Signature. Stanley D. Gauss

ALBERT H. PLITT, JR., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Grymes)

1 State your full name, please.

A Albert H. Plitt, Jr.

2 Mr. Plitt, on June the 10th, were you in the real estate business?

A I was.

3 And did you or one of your agents arrange for the sale of property on Riverside Drive from Francis J. Payne and wife to Stanley D. Gauss and wife?

A I did.

4 Is this a photostat of the contract which was entered into for the sale of that property?

A Yes, it is.

5 Now, has Mr. Gauss paid regularly the amount required under that contract?

A He has.

6 And what have you done with the money? Have you paid it over to the building association that had the loan on the property?

A That's right, as we received it in our office we immediately paid it over to Slavie Building and Loan, which held a mortgage, which held a first mortgage on the property signed by Payne and his wife.

7 The contract so provides for that, does it not?

A The contract provides for that.

8 Now, the building association book shows a balance of how much now due by Payne?

A It shows a balance due of $4984.26.

9 Now, you have a record there of payments made by Mr. Gauss also, haven't you?

A Yes, I do.

10 And in addition to, rather, as a credit against this balance he spoke of of $6357.18, is there some credit on expense accounts that he might be entitled to?

A Yes, there would be a credit to be applied against that unpaid principle balance, according to our records, amounting to $68.41.

11 Then the net amount due by Gauss would be $6288.77?

A That's correct.

12 Now, Mr. Plitt, subsequent to the signing of the contract and long after the payments had been made through you to the building association, did you hear that there had been a judgment reported against the Payne's in Anne Arundel County?

A I did.

13 And who was the creditor who secured that judgment, if you know?

A Four Besche Bros.

14 I'd just like to ask you this. This property is located in Anne Arundel County, isn't it?

A That's correct.

15 And the judgment was recorded in Anne Arundel County?

A As far as I know.

16 Now, you have a claim in this matter, also, against Payne, which is referred to in the contract, real estate commission?

A I do, I have a claim for commission due under the contract amounting to $408.00 based on the 6% of the sales price of $6800.00.

17 And is that the real estate board's authorized commission?

A That's the standard commission rate applicable to the sale of that type property.

18 So Mr. Payne would owe that in order to give this man clear title, and also owe the Besche Bros. money?

A Yes.

(Mr. Grymes)

At this time I'd like to offer the proceedings, Four Besche Bros. vs. Francis J. Payne, A-3277 Law. That shows a judgment as of the 18th of May, 1960, of $763.35. That judgment was apparently on record at the time this contract was signed.

19 Did he say anything to you about having any judgment against him?

A Did Payne say anything to me? No, he did not.

20 He told you about the mortgage that was outstanding?

A Yes, he did, he told me about the mortgage.

21 Have you, Mr. Plitt, made every effort to locate Payne?

A I have, I've been attempting to locate Payne on numerous occasions --- unsuccessful.

22 And you've given me the last known address of Mr. Payne, which was 820 North Sixty-ninth Street, West Hollywood, Florida, isn't that correct?

A That's correct.

23 Have you sent him letters which he has failed to answer?

A I have.

24

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. Albert H. Pitt Jr. . . . . .

HERBERT L. GRYMES, a witness of lawful age being first duly sworn, deposes and says:

Herbert L. Grymes, 1601 Court Square Building, Baltimore, Maryland. I was endeavoring to represent Mr. and Mrs. Gauss in this matter, and secured from Mr. Plitt the address of Payne's at 820 North Sixty-ninth Street -- Terrace, West Hollywood, Florida. I sent them a letter on September the 6th, telling them that Mr. Gauss was ready to settle for the property, a registered letter. And I got back a return receipt, which I will offer in this case as Exhibit No. 3, which shows that he was at that address at that time.

(RETURN RECEIPT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

After this suit was brought I sent to Mr. Payne and Mrs. Payne a registered letter, together with copies of the proceedings filed in this court. The letters were sent on November the 9th, 1961, by registered mail. They were packages No.52925 and 52926, they were both addressed to the 820 North Sixty-ninth Street, West Hollywood, Florida. And they have finally been returned to me, although, the notation on the envelope shows that the addressee was notified apparently by the Post Office Department on the 14th of November, and again on the 17th of November, and the packages both not being picked up, I'm offering both of those in the case as evidence of my efforts to locate them personally.

(REGISTERED LETTER NO.52926 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(REGISTERED LETTER NO.52925 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

I would like to offer at this time, in the absence of

26

Mr. Albert, a report made by him to me showing the title of the property and the judgments due thereon by the Payne's, as of the 19th of July, 1961.

(Mr. Smith)

In other words then, you requested Mr. Morris Albert to make a title examination of this property?

(Mr. Grymes)

That's right. And he did make a title examination, and this is his abstract.

(ABSTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

(Mr. Smith)

Mr. Albert, then, reported to you that with the exception of the judgment and the outstanding mortgage, title was good and marketable.

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. Herbert K Symms

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

I hereby certify that the aforegoing 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 23rd day of March, 1962.

Malcolm B. Smith, Examiner (SEAL.)

M.S. $10.00

I.H. $10.00

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
SEP 11 1961	

CSS—16—71948-4 GPO

#3

Examiner's Exh. #3
Gaus vs. Payne
#14,690 Equity
[signature]
Examiner

1962 MAR 23 PM 3:45

LIBER 139 PAGE 83

LAW OFFICES
HERBERT L. GRYMES
BALTIMORE-2, MD
1601-2-3-4 COURT SQUARE BLDG.

REGISTERED MAIL
RETURN RECEIPT

Mr. Francis J. Payne
820 North Sixty-ninth Street
West Hollywood, Florida

REGISTERED
NO. 52026
RETURN RECEIPT REQUESTED

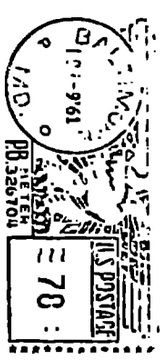
1601

LAW OFFICES
HERBERT L. GRYMES
BALTIMORE-2, MD
1601-2-3-4 COURT SQUARE BLDG.

REGISTERED
NO. 52325
RETURN RECEIPT REQUESTED

Registered Mail
Return Receipt

Mrs. Francis J. Payne
820 North Sixty-ninth Street
West Hollywood, Florida



Notified 11-11-61
2-2-6
2-2-6
11/17

#5

BALTIMORE MD. 101-9-61
PB 326704
U.S. POSTAGE
70

Exam. Exh. #5
Francis J. Payne
#14,646 Equity
Exam.

FILED
1962 MAR 23 PM 3:45

MORRIS ALBERT
Attorney at Law

REPORT LIBER 139 PAGE 85

PROPERTY Lots # 38-39-40 Section 11 Plat of Chelsea Beach 3rd District of AACo

Plat Book 4, Page 31; Reference: Liber 6TC No. 1244, Folio 51V.

TITLE Vested in Francis John Payne and Martha Ann Payne his wife in fee simple

MORTGAGES

Francis John Payne & Co. to Bohemian Bldg, Loan & Savings Assn (Slavic) BC. Liber 6TC No. 1384 Folio 54 Date 4/7/60 Amount $ 5500.00

to Liber ____ No. ____ Folio ____ Date ____ Amount $ ____

JUDGMENTS

Law Docket 14 folio 393 # A-3277 - 5/18/60 - $763.35 plus interest & costs — Four Pesche Bros. Inc. vs Francis J. Payne, Martha A. Payne et al

TAXES

State and County: As per instructions, Not checked.

City Taxes

City Water

REMARKS

As per instructions, I've checked the Land Records and judgment records on Francis John Payne and wife from 9/10/58 (judgments, full period) to date in order to determine the status of title to the above lots of ground.

In addition to the above judgment against the Paynes, I find a pending Equity suit whereby Stanley D. Gauss and Bernice Gauss wife brought a bill for specific performance under a contract of sale executed by the Paynes which was dated 6/6/60 and recorded in Liber 6TC 1469 folio 496. The Equity suit is numbered 14690

Morris Albert (2/17/62)

LIBER 139 PAGE 86

Judgment Run

Gens File

Francis J Payne
Martha A Payne

Full Period to date (7/19/61)

Hospital Lien ✓

Federal Lien #1 ✓ #2 ✓

Tx Sales ✓

Current ✓

Law indices #1 ✓ #2 ✓

Equity Indices #2 ✓ #3 ✓

Judgment Indices #1 ✓ #2 ✓

Sheriff Land sales #2 ✓

S R C #1 ✓

(*) one open judgment

Law Docket 9 fls 364 #8619. Sinclair Refinery Co vs Francis J Payne Martha Ann Payne
Satisfied 4/14/60.

~~Law Docket~~ 14-176 Magistrate Docket Wallace J Thesis Sons vs Francis John Payne
Satisfied 5/2/60

Law 14 fls 393 # A-3277- Four Beschee Bros Inc vs Francis J Payne Martha A Payne
5/18/60 - $763.35 Int & Costs

(Samuel L Silverman atty)

Open

Examiner's Eph, #6
Gaus vs. Payne
#14,690 Equity

FILED
1962 MAR 23 PM 3 45

Examiner

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LIBER 139 PAGE 87

STANLEY D. GAUSS and BERNICE V. GAUSS, his wife Riverside Drive Chelsea Beach Anne Arundel County Maryland Complainants vs. FRANCIS J. PAYNE and MARTHA A. PAYNE, his wife, 820 North Sixty-ninth Terrace West Hollywood, Florida Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 14,690

D E C R E E

The papers in the above entitled proceeding, including testimony taken before an Examiner of this Court, together with Exhibits filed therewith, having been read and considered

It is this 5th day of April, in the year one thousand nine hundred and sixty-two, ORDERED and DECREED that this Court will assume jurisdiction over the property referred to in the said Bill of Complaint and will specifically enforce the contract referred to in the said Bill of Complaint, which is filed as an exhibit in this case; that Herbert L. Grymes be and he is hereby appointed as Trustee to represent this Court in the transfer of the said property under the provisions of the contract to Stanley D. Gauss and Bernice V. Gauss, his wife; that the payments on the purchase price still due under the provisions of the contract shall be collected by the said Herbert L. Grymes, Trustee, and that all liens or claims against the Vendors of the property, Francis J. Payne and Martha A. Payne, his wife,

shall be paid and adjusted so that a good and merchantable title can be transferred to the said Stanley D. Gauss and Bernice V. Gauss, his wife; that a full report of the collections and payments made by the said Trustee shall be made by him to this Court promptly after the settlement and that thereafter the said settlement account shall be referred to an Auditor of this Court for approval; that the said Trustee shall give bond in the sum of $6,000.00, said bond to be approved by the Clerk of this Court.

IT IS FURTHER ORDERED AND DECREED that any credit balance remaining in the said account after the payment of settlement charges and expenses on the property will be deposited with the Clerk of this Court as a credit to the said Francis J. Payne and Martha A. Payne, his wife, contract Vendors, and that any deficit which may appear following the Auditor's account will be considered by this Court and an Order passed with reference to the same as may appear fair and just under such circumstances. The costs in these proceedings are to be paid by Francis J. Payne and Martha A. Payne, Respondents named herein.

JUDGE

FILED

1962 APR -5 PM 3:14

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Trustee's Bond LIBER 11 PAGE 299 No. 14,690 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 139 PAGE 89

THAT WE Herbert L. Grymes, Trustee, 1601 Court Square Building, Baltimore 2, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 ($ 6,000.00) . . . . . Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 6th day of April in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Herbert L. Grymes by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County in Equity has been appointed trustee ~~to sell~~ mentioned in the proceedings in the case of Stanley D. Gauss and Bernice V. Gauss, his wife

vs.

Francis J. Payne and Martha A. Payne, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Herbert L. Grymes 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.

Herbert L. Grymes (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By (SEAL)

Attorney-in-fact

Joseph F. Howell

Signed, sealed and delivered in the presence of

Mary B. Smith

L. Pill (L. Pill)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and John F. Kennedy, Jr. its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court ~~of Baltimore City~~ of Anne Arundel County in Equity State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of December, 1961.

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

ATTEST:
D. W. Vauthier
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

April 6, 1962

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

1962 APR 10 A 10:12

Bond approved this 10 day of April, 1962

George T. Cromwell, Clerk

STANLEY D. GAUSS and BERNICE V. GAUSS, his wife Riverside Drive Chelsea Beach Anne Arundel County Maryland Complainants	:	IN THE CIRCUIT COURT
vs.	:	FOR
FRANCIS J. PAYNE and MARTHA A. PAYNE, his wife 820 North Sixty-ninth Terrace West Hollywood, Florida Defendants	:	ANNE ARUNDEL COUNTY IN EQUITY No. 14,690

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Report of Sale of Herbert L. Grymes, Trustee appointed by the Decree in the above entitled cause dated the fifth of April, 1962, for the enforcement of a contract referred to in the said proceedings, respectfully shows:

That the said Trustee in accordance with the requirements of the said Decree transferred by Deed the property referred to in the contract of sale and in these proceedings to Stanley D. Gauss and Bernice V. Gauss, his wife, and collected from the said Stanley D. Gauss and Bernice V. Gauss, his wife, the balance due under the terms of the said contract, said transaction having been consummated on or about the nineteenth of April, 1962.

That the balance due by the purchasers under the contract, Stanley D. Gauss and Bernice V. Gauss,

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his wife, totaled $6,179.39
but there was due and owing an open mortgage
to the Bohemian Building, Loan & Savings
Association "SLAVIE" the sum of 4,912.40
due by Francis J. Payne and Martha A. Payne, his wife,
and that the Trustee received net the sum of $1,266.99

That in addition to the said mortgage there was an open judgment standing in favor of Four Besche Bros. for the sum of $763.35, plus Court costs, which was adjusted by the payment of $650.00, and an Order of Satisfaction secured and filed so that a clear title could be transferred.

That in addition to the payment for the said judgment the claim of Albert Plitt filed in the said proceedings for real estate commissions due by Francis J. Payne and Martha A. Payne, his wife, for $408.00 was paid, leaving a net balance in the hands of the Trustee of $208.99
for the payment of costs of this proceeding, which are as follows, to date, to wit:

To the Capital Gazette for Order of Publication. . $94.52
Tongue, Brooks and Company for Trustee's bond . . . 60.00 154.52

after the payment of these two items the balance
in the hands of the Trustee will amount to . . . . . $ 54.47
for the payment of further costs of this proceeding and the Trustee's commissions, if allowed by the Auditor and approved by the Court.

That in accordance with the provisions of the Decree it is suggested that the proceedings and such vouchers as the Trustee may have in his possession be referred to an Auditor of this Court to state an account.

Herbert B. Grymes - Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this ninth day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Herbert L. Grymes, Trustee, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial seal.

Margaret C. Simmons
Notary Public
Margaret C. Simmons

My commission expires May 6, 1963

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In the Case of

Stanley D. Gauss and
Bernice V. Gauss, his wife

VS.

Francis J. Payne and
Martha A. Payne, his wife

In the

Circuit Court

For

Anne Arundel County

NO. 14, 690 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 23, 1962

John H. Hopkins, IV, Auditor.

1962 MAY 23 P

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Dr. Stanley D. Gauss and Bernice V. Gauss, his wife, vs. in ac.
Francis J. Payne and Martha A. Payne, his wife

To Trustee for Commissions, viz:	215	38	215	38
To Trustee for Court Costs, viz;				
Plaintiffs Solicitors Appearance fee	10	00		
Clerk of Courts - Court Costs	64	00		
Malcolm Smith - Examiner fee	10	00		
Irene Hazel - Stenographer fee	10	00		
Auditor - Stating this Account	22	50	116	50
To Trustee for Expenses , viz:				
Capital Gazette Press - Adv. Order of Publication	94	52		
Maryland Casualty Co. - Bond Premium	24	00		
Margaret C. Simmons - Notary fees	1	50	120	02
To Trustee for Liens, viz:				
"Slavie" Bldg. Assn.-balance Mortgage Loan	4,912	40		
Four Besche Bros.-Judgement and Costs	650	00		
Albert H. Plitt, Jr.-Real Estate Commission	370	47	5,932	87
			6,384	77

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with Herbert L. Grymes, Trustee Cr.

1962							
April	19	Proceeds of Sale (balance due on Contract)	6,179	39		6,179	39
		Deficiency chargeable to Francis J. Payne and Martha A. Payne as costs in the proceedings - Decree April 5, 1962	205	38		205	38
						6,384	77

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 8th 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
per my deputy

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Liber 139 page 97

No 4555 Equity

In the Matter of the sale of the Mortgaged Real Estate of Florence A Goulds husband.

Mr Clerk

Docket the above entitled case and file the original Mortgage

James O Owens
Attorney named in Mortgage

Filed 27 June 1924

This Mortgage, Made this 24th. day of June in the year nineteen hundred and ninteen, By Florence A.Gould and Frank E.Gould, her husband, parties of the first part, hereinafter called Mortgagors, of Anne Arundel County, Md. AND the Owings Bank of the Eastern Shore Trust Companyparties of the second part, of Calvert County, herein-after called Mortgagees.

WHEREAS the Mortgagors have this day borrowed of the Mortgagees $3500 on Mortgage Loan, for thepayment thereof three yearsafter date, the Mortgagors have passed to the Mortgagees their note for $3500 payable three years after date and for the interest thereon to acrue, the Mortgagors have passed to the Mortgagees, their six other Promisory notes of even date payable in six, twelve, eighteen, twenty-four, thrity and thirty-six months after date, each for $105.00

AND WHEREAS the execution of thisMortgage was a condition precedant to said loan.

NOW THEREFORE in consideration of the premises and the sum of $1.00, the receipt of which is hereby acknowledged, the said Mortgagors have bargained and sold, and by these presents do grant and convey unto the Mortgagee, its personal representatives and assighs in fee simple; All that tract of land situate at Parole Station on the W B & A R.R. about two miles from Annapolis, in the Second Election District of Anne Arundel County, Md. which was devised to Florence A.Gould by her father, Clayton E.Hickox, by his Will dated December, 8, 1904, admitted to probate by the Orphans Court of A.A.Co. and duly recorded in the Office of the Register of Wills of said County in Liber R.B.No1. folio 274, and being the same property which was devised to the said Clayton E.Hickox by his wife Clara M.Hickox by her last Will and Testament duly admitted to probate by the Orphans Court of said County in Liber R.B. No1 folio 253, and being the same property which was conveyed to said Clara M.Hickox by Randolph Barton, Attorney et al by deed dated July 1st. 1899 and recorded in the Land Records of A.A.Co. in Liber G.W. No.15 folio52 and described in said deed by metes and bounds, courses and distances as containing two hundred acres

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land more or less, being the same property formerly owned by Jacob F.Barrow excepting those several lots heretofore sold to Sherman, Meredity and Chance by deeds recorded in said Land Records in Liber G.W. No.74, folio 248, G.W. No.90, folio 453 and G.W. No.95, folio 155; See also deed from Clara Hickox States and husband to said Florence A.Gould recorded in Land Records G.W. No.90 folio 402.

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 Mortgagees its ~~their~~ representatives ~~successors~~ and assigns forever.

PROVIDED that if the said Mortgagors

3

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of $3500 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 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** personal representatives or assigns, or **James W.Owens.** their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspapers printed in **Anne Arundel** county, and such other notice as by the said Mortgagee **its** 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 **$50.00** dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee **its** 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 Mortgagor **their** personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said **Mortgagors** for **themselves their** personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee **its** personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least **Two Thousand Dollars** dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee **its** 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** personal representatives and assigns.

WITNESS the hand **s** and seal **s** of the said Mortgagor**s**

TEST:

Elsie Schenkel

Florence A. Gould (SEAL)

Frank C. Gould (SEAL)

..... (SEAL)

..... (SEAL)

LIBER 139 PAGE 101

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 24th. day of June in the year nineteen hundred and ninteen before me, A Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Florence A. Gould and Frank E.Gould, her husband the Mortgagor s named in the aforegoing Mortgage and each acknowledged the said Mortgage to be their act. At the same time also appeared James W. Owens Attorney for Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth. and that he is the agent of the Mortgagee authorized to make this affidavit.

Witness My Hand and Seal
Notarial:

Elsie Schenkel
Notary Public.

ELSIE SCHENKEL NOTARY PUBLIC ANNAPOLIS, MD.

5

Not ?
Rec 4555 Expires

MORTGAGE

FROM

FLORENCE A.GOULD & FRANK E GOULD.

TO

THE OWINGS BANK OF THE EASTERN SHORE TRUST CO.

Received for Record 2 E June, 1919, at ..... o'clock ..... M. Same day recorded in Liber W.N.W No. 14 Folio 180 &c., one of the Land Records of Anne Arundel County, Md.

Wm H. Woodward Clerk.

Cost of Record, $ 3.00 Paid

EVENING CAPITAL PRINT, ANNAPOLIS, MD.

$ $3500 Annapolis, Md., June 24th. 1919

Three Years after date we promise to pay to the order of

The Owings Bank of the Eastern Shore Trust Company

Thirty-five Hundred---------- Dollars

3500
105
105
105

Value Received, Horner A. Gould
Frank E. Gould

No.

Due $3815.00 Secured by Mortgage of even date.

6

$ 105 Annapolis, Md., June 24th. 1919

Twenty-four Months after date we promise to pay to the order of

The Owings Bank of the Eastern Shore Trust Company

One Hundred and Five-------- Dollars

Value Received, Horner A. Gould
Frank E. Gould

No.

Due Secured by Mortgage of even date.

7

$ 105 Annapolis, Md., June 24th. 1919

Thirty Months after date we promise to pay to the order of

The Owings Bank of the Eastern Shore Trust Company

One Hundred and Five---------- Dollars

Value Received, Horner A. Gould
Frank E. Gould

No.

Due Secured by Mortgage of even date.

8

$ 105 Annapolis, Md., June 24th. 1919

Thirty-six months after date we promise to pay to the order of

The Owings Bank of the Eastern Shore Trust Company

One Hundred and Five------- Dollars

Value Received, Horner A. Gould
Frank E. Gould

No.

Due Secured by Mortgage of even date.

9 Filed 29 Sept 1921

F. 2086 1M-6-16

MORTGAGEES OR ATTORNEYS BOND.

LIBER 139 PAGE 103

KNOW ALL MEN BY THESE PRESENTS, THAT we, James W. Owens as principal and the NATIONAL SURETY COMPANY, 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 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 1st day of July, in the year of our Lord Nineteen Hundred and twenty one.

WHEREAS, the above bounden James W. Owens by virtue of the power contained in a mortgage from Florence A. Gould and Frank E. Gould his husband to the Owings Bank of the Eastern Shore Trust Company of Calvert County bearing date the 24th day of June 1919 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber W.N.W. No. 14 Folio 180 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 James W. Owens 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 James W. Owens 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

James W. Owens [SEAL]

[SEAL]

NATIONAL SURETY COMPANY.

As to Surety Mary F. Fidler

By George E. Nullman

S. Trail Faulk

Attorneys in fact

NATIONAL SURETY COMPANY INCORPORATED

10

LIBER 139 PAGE 104

Equity #4555.

191__

~~Court.~~

In the matter of the Sale of the Mortgaged Real Estate of Florence A. Goulet & husband.

Mortgagees or Attorneys Bond.

National Surety Company

Bond Approved.

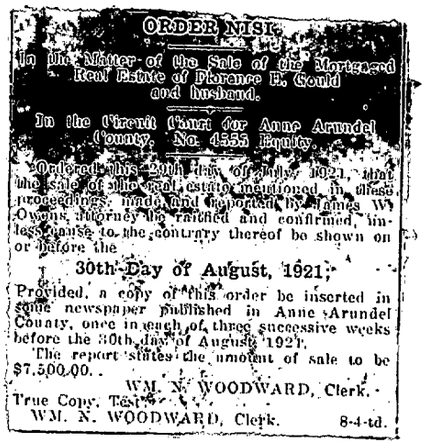
Wm. N. Wordsworth Clerk.

Filed 1st July 1921

LIBER 139 PAGE 105.

OFFICE OF

The Weekly Advertiser



ORDER NISI.

In the Matter of the Sale of the Mortgaged Real Estate of Florence E. Gould and husband.

In the Circuit Court for Anne Arundel County. No. 4555 Equity.

Ordered this 30th day of July, 1921, that the sale of the real estate mentioned in these proceedings, made and reported by James W. Owens, Attorney be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

30th Day of August, 1921;

Provided, 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 August, 1921.

The report states the amount of sale to be $7,500.00.

WM. N. WOODWARD, Clerk.

True Copy, Test:

WM. N. WOODWARD, Clerk. 8-4-td.

Annapolis, Md., August 30, *19* 21.

I hereby certify that the annexed Order Nisi

In the Matter of the Sale of the Mortgaged Real Estate of Florence E. Gould and husband

No. 4555 Equity

was published in

The Weekly Advertiser

a newspaper published in the City of Annapolis, once a week for three *successive weeks before the* 30th *day of* August, *19* 21 *The first insertion being made the* 4th *day of* August, *19*21

The Annapolis Pub. Co.

Publisher.

E. L. Tucker.

Filed 1 Sept 1921

11a

In the Matter of the sale of the Mortgaged Real Estate of Florence E Gould and Husband } No 4555 Equity Circuit Court for Anne Arundel County

Attorneys Report of Sale

To the Honorable the Judge of Said Court

James W Owens attorney named in the mortgage in these proceedings filed in case of default respectfully states,

That said Mortgage being in default for unpaid interest taxes and insurance filed with the Clerk of this Court his bond which was duly approved and advertised the property for sale in the Weekly Advertiser, a newspaper published in Anne Arundel County and in the Baltimore Sun and by Handbills extensively circulated and posted in many public places

Believing that one half of the property would pay the mortgage debt and all vested liens he had the property surveyed into two tracts of Approximately one hundred acres each; and on the day of sale as advertised to wit on Saturday July 23rd 1921 at the Court House

Annapolis he offered the said property by public sale ~~and~~ through Wm H Moss Auctioneer

He offered first, the subdivision immediately at Parole Station and received no bid therefor.

He then offered the property as a whole and sold the same to Ridgely P Melvin; he being then and there, the highest bidder therefor at and for the sum of seventy five hundred dollars; and the purchaser has signed an agreement to comply with the advertised terms of sale and has paid the sum of two hundred and fifty dollars as required by the advertisement of sale

James W Owens
Attorney named in Mtge

State of Maryland Anne Arundel Co ss

I hereby certify that on this ~~26~~ 29th day of July A D 1921 before the subscriber Clerk of the Circuit Court for Anne Arundel County, personally appeared James W Owens and made oath that ~~the sale herein reported~~ the facts stated in the within rule of sale are true and that said sale was fairly made and the price was the best obtainable therefor.

Wm N. Woodward, Clerk

12

In the Matter of the sale of the Mortgaged Real Estate of Florence E Gould & husband

No 4555 Equity Circuit Court For Anne Arundel County

Order Nisi

Ordered this 29 day of July 1921 that the sale of the Real estate mentioned made and reported by James N. Owens Attorney in these proceedings be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30 day of August 1921 provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in three successive weeks before the 30th day of August 1921 The Report States the amount of sale to be $7500.

Wm N. Woodward Clerk

Final Order

Ordered by the Court this 1st day of ~~August~~ September A D 1921 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 thereof to have been given as required by the Order Nisi passed in said Cause; and the attorney is allowed the usual commissions and such expenses as he shall produce Vouchers for, to the Auditor. Robert Moss, Jr.

13

LIBER 139 PAGE 109

No 4555 Equity

In the matter of the Sale of the Mortgaged Real Estate of Florence Goldsmith

Attorneys Report of Sale

Mr Clerk

File it pass order misc and send to the Advertiser

James W Owens
atty named in Mtge

Filed 26 July 1921
ad order misc passed
29 July 1921

Order Sept 1st 1921

WILLIAM H. MOSS - - - - - - - - - - Auctioneer

Attorney's Sale

—OF VALUABLE—

REAL ESTATE

AT CAMP PAROLE, SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

UNDER and by virtue of the power of sale contained in a mortgage from Florence A. Gould and husband, dated 14th day of June, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 14, folio 180, etc., the undersigned, attorney named in said mortgage, will offer at public sale at the Court House door, Annapolis, on

SATURDAY, JULY 23, 1921

AT 11 O'CLOCK A. M.,

all the land and property which is described in said mortgage, supposed to consist of approximately two hundred (200 acres.)

This property fronts on the W., B. & A. Electric Railroad, beginning a short distance from Parole Station, and running west fronting on said railroad for over one-half mile.

About one-half of the land is arable, and the balance is wood and small timber.

A survey and plat of the place is now being made by metes, bounds, courses and distances, and the property is being divided in two tracts or as near as may be, one hundred acres each.

It will be offered first as to the eastern tract being the one nearest to Parole Station and Annapolis, with no improvements, and in case the bid for that is sufficient to pay off the lien of said mortgage, the western one-half (on which all the buildings are) will not be offered.

If no sufficient bid is received for the eastern one-half, then the property will be offered as a whole with improvements consisting of large frame building and necessary outbuildings.

This property is specially adapted to suburban development, and houses built thereon can be supplied with water from the Annapolis Water Company's mains and with electricity from the W., B. & A. Railroad Company's current.

TERMS OF SALE:—Cash on day of sale, payable with interest on ratification by the Court. A deposit of $250 required on day of sale. Survey and plat can be seen at my office, No. 13 School St., Annapolis.

JAMES W. OWENS,
Attorney named in Mortgage.

A part of the purchase money can be obtained on mortgage.

THE ADVERTISER ANNAPOLIS, MARYLAND

This is to acknowledge that I have this 23rd day of July 1921 purchased of James W. Owens atty the within described real estate abound for the sum of $7500 and agree to comply with terms of sale as herein prescribed the attorney to lend me $3000 on mortgage, if desired by me and have deposited with the attorney $250 as required by the advertisement of sale.

Ridgely P. Melvin

Witness
Edward Weiss

I hereby certify that I on this 23rd day of July 1921 sold the within described property to Ridgely P. Melvin abound for the sum of $7500

William H. Moss
Auctioneer

15

Filed 26 July 1921

No. 4055 Equity
In mortgage or
estate of E. G.

Purchases agreement
& authorities certificate

In the matter of the sale of the mortgage real estate of Florence A. Gould and husband.

No._____Equity

In the Circuit Court for Anne Arundel County

To the Honorable, the Judge of Said Court:

James W. Owens, auditor respectfully states, that he is disqualified to act as auditor in the above entitled case, and suggest to the court the appointment of a special auditor to act in the premises.

James W. Owens
Auditor

Ordered by the Circuit Court of Anne Arundel County this 15th day of Oct., 1921, that George E. Rullman be and is hereby appointed special auditor to state the account act and file the report in the above entitled case, but before preceeding to act, he shall take the same oath as is required of the auditor or this court.

Robert Moss, A.J.
Judge

I Geo E Rullman make oath that I will state the ~~act~~ account and file reports in the above case without fear, favor, prejudice or partiality.

George E. Rullman

16

Sworn and subscribed before me this 15th day of Oct. 1921.

[signature]
Judge

17

No 4555 Equity
In the Chancellor of the
Sale of the mortgaged
Real Estate of Florence
A Gould & husband

Petition for approximate
of special auditor

Order 15 Oct 1921
Filed 15 Oct 1921

In the Case of

The Matter of the Sale of the Mortgageed Real Estate of Florence A. Gould & husband. Equity No. 4555.

vs.

IN THE

CIRCUIT COURT

FOR

Anne Arundel County.

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, which is self explainatory.

All of which is respectfully submitted.

George Dullman
Special Auditor.

Dr. James W. Owens, Attorney, m ac.

10./27/21.	To proceeds of Sale		
	Interest on same.		
	Commissions to Attorney making sale.	$257.75	
	Fee to Attorney provided in mortgage.	50.00	
			$307.75
	Costs.		
	Auditor	9.00	
	Attorney	10.00	
	Clerk	13.20	
	Premium on Bond	12.00	
			44.20
	Expenses.		
	Advertising Sale(Baltimore Sun)	6.30	
	Advertising Sale, Hand Bills, Order		
	Nisi etc.(Advertiser Republican)	37.50	
	Auctioneer	26.00	
	Surveyor	45.00	
	Fire Insurance.	10.00	
	Taxes, County & State	590.13	
			714.93
	Judgment of Moses Katcef, allowed by		
	Ordersof Court, subject to exception.	57.06	57.06
	Mortgage Debt	$3,500.00	
	Interest	210.00	
			3,710.00
	Balance		2,741.06
			$7,575.00

19

48

LIBER 139 PAGE 117

CHAS. A. HODGES
Deputy Treasurer & Collector

State and County Tax Levy, 1920.
SECOND DISTRICT

ALTON R. ARNOLD
Treasurer and Collector of State, County and School Taxes.
Postoffice, - Annapolis, Md.

Mr. Florence A Gaines

To County Commissioners of Anne Arundel County, Dr.

For County Tax at 80 cents per $100			
" Road " 73 " " "	$2.25 on Assessment of $ 7660	172 35	
" School " 72 " " "		14 35	
" Interest from August 15, 1920, - - - - - - -			186 70
LEVY FOR COUNTY TAX			

Mr. .....

To THE STATE OF MARYLAND, Dr.

For State Tax at 36 31/72 cents on Assessment of $		27 91	
Interest from October 1st, 1920, - - - - - - -		1 74	29 65
Survey, - - - - - - - - - - -		4 00	
Advertising, - - - - - - - - - - -		2 00	
Cost of Levy and Serving Notice for State Tax, - - -		1 25	
Examination of Title, - - - - - - - - -		2 00	
Add Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales -			
			216 35
Interest to May 5 1925			33 90
			250 25

Received Payment,

..... COLLECTOR AND TREASURER.

..... 192 Per ..... Deputy.

$20

38

State and County Tax Levy, 1921.
SECOND DISTRICT

C ALBERT HODGES
Treasurer and Collector of State, County and School Taxes
Postoffice, Annapolis, Md.

Mrs Florence A Gould

To County Commissioners of Anne Arundel County, Dr

For County Tax at 69 cents per $100				
" Road " " $1.10 " " "	*$2.61 on Assessment of $* 7660	199	93	
" School " " 82 " " "				
" Interest from August 15 1921,		2	77	202 70

LEVY FOR COUNTY TAX

Mr.		27	07	
To THE STATE OF MARYLAND, Dr.		1	63	28 70
For State Tax at 35 1/3 cents on Assessment of $				
Interest from October 1st, 1921,				
Survey,				
Advertising,		4	00	
Cost of Levy and Serving Notice for State Tax,		2	00	
Examination of Title,		1	25	
Add Additional Cost in Circuit Court for Reporting, Ratifying and auditing Sales		2	00	
Received Payment,				231 40
COLLECTOR AND TREASURER				
192 Per				115 70
				115 70

Ernest Hubard by Ridgely Melvin Purchaser

Interest to May 5 — 115 5

12725

21

In the Matter of the Sale of the Mortgaged Real Estate of Florence A.Gould and Frank E.Gould, her husband.	#4555 Equity In the Circuit Court for Anne Arundel County

Pursuant to an Order of the Circuit Court for Anne Arundel County in Equity, passed in the above entitled cause dated May 4th, 1925, the Special Auditor herewith submits his supplemental report as follows:

To the Attorney for State and County taxes as follows:

Taxes 1918 - - - - - -Paid - - - - - - - - - - -	$127.70
Taxes 1919 - - - - - -Paid - - - - - - - - - - -	206.60
Taxes 1920 - - - - - - - - - - - - - - - - - - -	250.25
Taxes 1/2 1921 - - - - - - - - - - - - - - - - -	127.25
Auditor's fee - - - - - - - - - - - - - - - - - -	4.50

The tax bills for the years 1920 and 1921 are herewith filed.

Respectfully submitted,

George D. Cullman

SPECIAL AUDITOR.

22

Equity No. 4555.

with Matter of the Sale of Mortgaged Real Estate of Florence E. Gould & Husband.

$7,500.00
75.00

1918 127.70
1919 206.60
1920 211.35
July 1 to Sept 1, 1921 39.45
590.13

$7,575.00

Ex # 2 [illegible] 6/23/25

No. 4555 EQUITY.

19 No. Docket.

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

In the matter of the Sale of the Mortgaged Real Estate of Florence A. Gould & husband

VS.

AMENDED

Auditor's Report and Account

Order nisi Nov 2nd 1921

Final order May 8th 1925

Refiled Filed 5 May 1925

Filed 2 Oct 1921

Filed 8 May 1925

ORDER NISI.

In the Matter of the Sale of the Mortgaged Real Estate of Florence A. Gould and husband

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 4555 Equity.

ORDERED, This Second day of November 1921, 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 25th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of Two successive weeks before the 25th day of November next.

Robert Mass A.J.

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 8th day of May 1925, 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. reserving $175.00 mentioned in exceptions filed, for future order of this Court.

Robert Mass A.J.

24

In the Matter of the Sale of the Mortgaged Real Estate of Florence A. Gould and husband.

No. 4555 Equity.
In the Circuit Court for
Anne Arundel County.

OPINION OF COURT, on Exceptions.

In this case Exceptions have been filed to the ratification of the Auditor's account, and testimony has been taken. The case appears to be free from difficulty, and it is not even necessary for the Court to decide in this case, at what time taxes for a given year become a lien on the property. The Attorney for the mortgagee alleges that he announced at the sale that taxes would be adjusted to the day of sale: this is contradicted by other witnesses though the Attorney named in the mortgage testified.

It appears to the Court that taxes for the year 1920 with interest, are undoubtedly due and payable to the Treasurer of Anne Arundel County, that taxes for the year 1921 to the extent of $115.70 have been paid by the mortgagors from the balance coming to them from the sale of the real estate after the payment of the mortgage debt, interest, and costs of suit. Therefore, if the contention of the attorney named in the mortgage be correct, he would still owe a little over one-half of the taxes for the year 1921, but as one-half has been paid he will only have to pay one-half of the amount, about $115.70 with interest.

The sum of $175 was left in the hands of the purchaser to cover a survey and a judgment. From this money the judgment was paid, and the balance applied to paying the one-half of the taxes for the year 1921.

25

It would serve no useful purpose to lengthen out this opinion nor is it necessary to state another account. The Special Auditor will be directed by way of adenda, to add to the Account already filed, a statement of the taxes due and unpaid, or a better method perhaps would be to state the taxes that have been paid and the taxes unpaid, so that the record would show the taxes for each year, and thus by giving credit on the taxes for the year 1921 for the one-half payment of the same, the funds in hand, would, as far as the Court has been able to ascertain, balance and make the Account complete and correct.

Robert Mass A.J.

ORDERED this 4th day of May, 1925 by the Circuit Court for Anne Arundel County, in Equity, in accordance with the above views expressed by the Court, that the Special Auditor of this Court is directed by way of a supplement to the Auditor's Report filed on November 2nd, 1921 in this case, and not yet ratified, which Supplement is to be attached to said Report, to state the taxes due upon the property sold in these proceedings separately for each year as follows, 1918, 1919, 1920 and 1921, marking as "Paid" taxes for the years 1918 and 1919, and $115.70 paid upon the taxes of 1921, and then to re-file the Account as amended.

Each side to pay their own costs as to these exceptions.

Robert Mass A.J.

26

LIBER 139 PAGE 124
No. 4555 Equity.

In the Latter of the Sale of the Mortgaged Real Estate of Florenece Could and husband.

Opinion of Court on Exceptions to ratification of Auditor's Account.

Order May 4th 25-

Mr. Clerk: Please file.

Filed 4 May 1925

LIBER 139 PAGE 125

IN THE MATTER OF THE MORTGAGED	*	
REAL ESTATE OF WILLIAM REISFELD	*	IN THE CIRCUIT COURT
ENTERPRISES, INC., A BODY	*	FOR
CORPORATE; AND ALBERT F. KIRK	*	ANNE ARUNDEL COUNTY
AND THERESA R. KIRK, HIS WIFE;	*	NO. 14,754 EQUITY
AND ALBERT F. REISFELD AND	*	
MARIAN O. REISFELD, HIS WIFE	*	

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this forclosure suit.

John Lemyan, Jr.
Attorney named in the Mortgage

FILED

1961 DEC 27 PM 2:56

LIBER 139 PAGE 126

BOOK 1316 PAGE 266

No. 14,756 Equity

This Mortgage,

Made this 24th day of July, 1959

by and between William Reisfeld Enterprises, Inc., a body corporate; and Albert F. Kirk and Theresa R. Kirk, his wife; and Albert F. Reisfeld and Marian O. Reisfeld, his wife ----------

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -185- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 18,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEING known and designated as Lot No. 13, as shown on a Plat of Hillendale, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 45.

BEING ALSO the same property which was conveyed by Albert F. Kirk and wife unto William Reisfeld Enterprises, Inc., a body corporate, by Deed dated February 19, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, folio 160.

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1961 DEC 27 PM 2:56

LIBER 139 PAGE 127

BOOK 1316 PAGE 267

WHEREAS, it has been definitely established that the said Susannah Pumphrey, Widow, Life Tenant under the Last Will and Testament of Walter J. Pumphrey, died on the _____day of _____, 19____, leaving surviving her Ira Pumphrey and Earl J. Pumphrey as her only heirs at law.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 92.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 92.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $18,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

Witness the corporate seal of William Reisfeld Enterprises, Inc., a ~~[illegible]~~ body corporate, and the signature of Albert F. Kirk, President thereof; and witness also the hands and seals of Albert F. Kirk and Theresa R. Kirk, his wife; and Albert F. Reisfeld and ~~[illegible]~~ Marian O. Reisfeld, his wife, Individually.

TEST:

Albert F. Reisfeld
Albert F. Reisfeld-Secretary

Albert F. Reisfeld
Albert F. Reisfeld, Individually

Marian O. Reisfeld
Marian O. Reisfeld

WILLIAM REISFELD ENTERPRISES, INC.

BY: Albert F. Kirk (SEAL)
Albert F. Kirk, President

Albert F. Kirk (SEAL)
Albert F. Kirk, Individually

Theresa R. Kirk (SEAL)
Theresa R. Kirk

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LIBER 139 PAGE 129 BOOK 1316 PAGE 269

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Albert F. Kirk President of William Reisfeld Enterprises, Inc., a body corporate; and Albert F. Kirk, Individually and Theresa R. Kirk, his wife; and Albert F. Reisfeld, Individually and Marian O. Reisfeld, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Dubman
Notary Public

1490

Rec'd for record July 29, 1959 at 9:08 A.M.
Mailed to John Demyan Jr

Mortgage

FROM

William Reisfeld Enterprises, Inc., a body corporate et al

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3739

1316-269

59 JUL 29 P.M. 9

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

Pd. 1490

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

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

Secretary.

By
President.

IN THE MATTER OF THE MORTGAGED	*	LIBER 139 PAGE 130
REAL ESTATE OF WILLIAM REISFELD	*	IN THE CIRCUIT COURT
ENTERPRISES, INC., A BODY	*	FOR
CORPORATE; AND ALBERT F. KIRK	*	ANNE ARUNDEL COUNTY
AND THERESA R. KIRK, HIS WIFE;	*	NO. 14,756 EQUITY
AND ALBERT F. REISFELD AND	*	
MARIAN O. REISFELD, HIS WIFE	*	

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 18,500.00
Interest from the 30th day of September, 1961, to the 31st day of January, 1962.	$ 360.00	
Late fines from the 31st day of October, 1961, to the 31st day of January, 1962.	108.00	
		468.00
		18,968.00
Dues paid to date		546.36
Total amount due under Mortgage		$ 18,421.64

— GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

By Fred W. Kuethe
Fred W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 26th day of December 1961, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public

Kathryn M. Conboy

FILED

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6

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM REISFELD ENTERPRISES, INC., A BODY CORPORATE; AND ALBERT F. KIRK AND THERESA R. KIRK, HIS WIFE; AND ALBERT F. REISFELD AND MARION O. REISFELD, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 14,756 EQUITY

LIBER 139 PAGE 131

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

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

John Demyan
Affiant

Subscribed and sworn to before me this 26th day of December 1961.

Kathryn M. Cophoy
Kathryn M. Cophoy
Notary Public

FILED

1961 DEC 27 PM 2:56

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 Crain Highway SW.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lot No. 13, as shown on a Plat of Hillendale, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 45.

Property located at Hillendale Third Election District of Anne Arundel County, Maryland.

power of sale and authority contained in a Mortgage from William Reisfeld Enterprises, Inc., a body corporate; and Albert F. Kirk and Theresa R. Kirk his wife; and Albert F. Reisfeld and Marian O. Reisfeld, his wife, dated July 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1316, folio 266 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, at the Court House Door, Annapolis, Maryland, on,

Tues., Jan. 23, 1962
at 1:30 o'clock P.M.

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

BEING known and designated as Lot No. 13, as shown on a Plat of Hillendale, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 45.

BEING ALSO the same property which was conveyed by Albert F. Kirk and wife unto William Reisfeld Enterprises, Inc., a body corporate by Deed dated February 19, 1959,, and recorded among the Land Records of Anne Arundel County in Libert G.T.C. 1276, folio 160.

IMPROVEMENTS: 1½ Story frame dwelling.

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

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

J-18

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 132

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1962

We hereby certify, that the annexed

Mortgage Sale

Albert F. Kirk

14,756 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of January, 1962. The first insertion being made the 28th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
JAN. 1962
N 22 PM 2:42

ROYAL INDEMNITY COMPANY

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

LIBER 139 PAGE 133

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

No. 14,756 Equity

Bond No. 361284

BOND

LIBER 11 PAGE 213

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars ($20,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22th day of January, 1962.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certan Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from William Reisfeld Enterprises, Incorporated, a body corporate, and Albert F. Kirk and Theresa R. Kirk, His Wife, and Albert F. Reisfeld and Mariam O. Reisfeld, His Wife, to the Glen Burnie Savings and Loan Association (The Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

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

Signed, sealed and delivered
in the presence of:

F. William Kuelke Jr.

(SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: F. William Kuelke Jr.
ATTORNEY-IN-FACT

The above bond is this 23 day of January at 10.51 o'clock A M. approved.

George T. Cromwell Clerk

FILED

1962 JAN 23 AM 10

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

LIBER 139 PAGE 134

Lot No. 13, as shown on a Plat of Hillendale, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 45.

PROPERTY LOCATED AT HILLENDALE, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from William Reisfeld Enterprises, Inc., a body corporate; and Albert F. Kirk and Theresa R. Kirk, his wife; and Albert F. Reisfeld and Marian O. Reisfeld, his wife, dated July 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1316, folio 266 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, at the Court House Door, Annapolis, Maryland, on,

TUESDAY, JANUARY 23, 1962

at 1:30 o'clock P.M.

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

BEING known and designated as Lot No. 13, as shown on a Plat of Hillendale, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 45.

BEING ALSO the same property which was conveyed by Albert F. Kirk and wife unto William Reisfeld Enterprises, Inc., a body corporate, by Deed dated February 19, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, folio 160.

IMPROVEMENTS: 1½ Story frame dwelling.

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

John Demyan, Jr.
Attorney named in Mortgage.

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1962 JAN 23 PM 1:59

PURCHASERS AGREEMENT

LIBER 139 PAGE 135

January 23rd, 1962

Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate

Hereby certify, that it have purchased the property as shown on the reverse side hereof, at and for the sum of FIFTEEN THOUSAND ------- DOLLARS ----------($ 15,000.00); having made a deposit of $1,000.00 as provided in the terms of sale; and do further agree to comply with the terms of sale. It does further certify that the sale was fairly made to the higest bidder therefor; and further that the sale was made without any collusion and that said sale was competitive in every respect.

WITNESS:

Robert H. Campbell, Auctioneer

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

By Fred. W. Kuethe

Fred.W.Kuethe, Agent-Secretary & Treasurer

Glen Burnie, Maryland
Address

Telepone No. So.6-4656

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss

I HEREBY CERTIFY, that on this 23rd day of January, 1962; before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred.W.Kuethe, Secretary, Treasurer & Agent for Glen Burnie Savings & Loan Association of A.A. County, a body corporate Purchaser, of the within described property who made oath in due form of law that the said sale was fairly made to the highest competitive bidder therefor; and that there was no collusion in making said bid.

WITNESS my hand and Notarial Seal.

Hazel H. Williams
Notary Public

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1962 JAN 23 PM 1:59

IN THE MATTER OF THE MORTGAGED	*	LIBER 139 PAGE 136
REAL ESTATE OF WILLIAM REISFELD	*	IN THE CIRCUIT COURT
ENTERPRISES, INC., A BODY	*	FOR
CORPORATE; AND ALBERT F. KIRK	*	ANNE ARUNDEL COUNTY
AND THERESA R. KIRK, HIS WIFE;	*	NO. 14756 EQUITY
AND ALBERT F. REISFELD AND	*	
MARIAN O. RESIFELD, HIS WIFE	*	

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from William Reisfeld Enterprises, Inc., a body corporate; and Albert F. Kirk and Theresa R. Kirk, his wife; and Albert F. Reisfeld and Marian O. Reisfeld, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated July 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1316, folio 266; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County; Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, at the Court House Door, Annapolis, Maryland, Tuesday, January 23, 1962, at 1:30 o'clock P.M., and then and there sold the said property to Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate---- at and for the sum of Fifteen Thousand ---------- ($15,000.00----------) Dollars, being at that figure the highest

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1962 JAN 23 PM 1:59

bidder therefor, said property being the following:

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

BEING known and designated as Lot No. 13, as shown on a Plat of Hillendale, recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 45.

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

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

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of January 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief. And that Sale Reported WAS FAIRly MADE.

WITNESS my hand and Notarial Seal.

Hazel E. Williams
Notary Public

13

ORDER NISI

LIBER 139 PAGE 138

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM REISFELD ENTERPRISES, INC., A BODY CORPORATE; VERSUS AND ALBERT F. KIRK AND THERESA R. KIRK, HIS WIFE; AND ALBERT F. REISFELD AND MARIAN O. RESIFELD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,756 Equity

Ordered, this 23rd day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, JR., Attorney named in the Mortgage

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

The report states that the amount of sale was $ 15,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

JOHN DEMYAN, JR., Atty. MD. GAZETTE (For February 1st Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM REISFELD ENTERPRISES, INC., A BODY CORPORATE; VERSUS AND ALBERT F. KIRK AND THERESA R. KIRK, HIS WIFE; AND ALBERT F. REISFELD AND MARIAN O. RESIFELD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of March, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

JUDGE.

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1962 MAR -6 PM 3:33

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OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 139

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,756 EQUITY

In the matter of the mortgaged real estate of WILLIAM REISFELD ENTERPRISES, INC., a body corporate and ALBERT F. KIRK and THERESA R. KIRK, his wife; and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife

Ordered, this 23rd day of January, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

The report states that the amount of sale was $15,000.00.

GEORGE T. CROMWELL Clerk

True Copy. TEST:

GEORGE T. CROMWELL Clerk

F-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 14,756 William Reisfeld Enterprises, Inc Albert F. Kirk

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of March, 1962. The first insertion being made the 1st day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 35377 1962 FEB 23 P1 1:51 By Hazel Tilghman

17

In the Case of

In the Matter of the Mortgaged Real Estate of William Reisfeld Enterprises, Inc., a body corporate, and Albert I. Kirk and Theresa R. Kirk, his wife, and Albert F. Reisfeld and Marion O. Reisfeld, his wife,

In the

Circuit Court

For

Anne Arundel County

NO. 14,756 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.

May 25, 1962

John H. Hopkins, IV **Auditor.**

FILED

1962 MAY 25 PM 3:44

Dr. In the Matter of the Mortgaged Real Estate of William Reisfeld Enterprises, Inc. a body corporate, and Albert I. Kirk and Theresa R. Kirk, his wife, and Albert F. Reisfeld and Marion O. Reisfeld, his wife, in ac.

To Attorney for fee, viz:	50	00		
To Attorney for Commissions, viz:	484	69	534	69
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court Costs	28	00		
Auditor - Stating this account	22	50	60	50
To Attorney for Expenses, viz:				
Capital Gazette Press - Advertising Sale	63	00		
Capital Gazette Press - Order nisi, sale	15	00		
Speer Publications - Handbills	15	20		
Royal Indemnity Co. - Bond Premium	80	00		
Robert H. Campbell - Auctioneer fee	45	00		
One-half cost Federal documentary stamps	8	25		
One-half cost State documentary stamps	16	50		
1962 County and State taxes adjusted (262.80) - 1/1/62 to 1/23/62 - 23 days	16	79		
Kathryn M. Conboy - Notary fee	1	00		
Hazel D. E. Williams - Notary fee	1	00	261	74
To Glen Burnie Savings & Loan Association				
Mortgagee - this balance on acct. of mortgage claim	14,299	38	14,299	38
			15,156	31
Amount of Mortgage claim filed	18,421	64		
Interest on principal balance of $18,421.64 from 2/1/62 to 6/9/62 - 128 days @ 6%	387	96		
	18,809	60		
Cr. amount allowed above	14,299	38		
Balance subject to decree in personam	4,510	22		

17

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

1962							
Jan.	23	Proceeds of Sale	15,000	00			
		Interest on balance purchase money					
		(14,000.00) 1/23/62 to 3/30/62	156	31	15,156	31
					15,156	31

18

ORDER NISI LIBER 139 PAGE 143

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 12th day of June, 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
per aij – deputy.

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF WILLIAM LAWRENZ	*	FOR
AND FLORENCE L. LAWRENZ, HIS	*	ANNE ARUNDEL COUNTY
WIFE	*	NO. 14,783 EQUITY

LIBER 139 PAGE 144

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1962 JAN 18 PM 3:20

LIBER 683 PAGE 9 LIBER 139 PAGE 145

PURCHASE MONEY

This Mortgage, Made this 17th day of May , 1952,

by and between **William Lawrenz and Florence L. Lawrenz, his wife** - - - - - - - - -

No. 14,788 Eqy.

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C ☐ GI as herein indicated, and being the holder of -89- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 8,900.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEGINNING for the same at an iron pipe set on the North side of Chestnut Hill Avenue, said pipe being located South 69° 54' West 244.4 feet along the last line of the conveyance from Conrad C. Listman and wife to William A. Platzke and Mary, his wife, by deed d ated March 22, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 312, folio 255, from the beginning of said line; and running from thence and with said line and with the North side of Chestnut Hill Avenue, South 69° 54' West, 66 feet to a pipe; thence at right angles North 20° 06' West, 156.3 feet to a pipe; thence North 69° 54' East, 66 feet to a pipe; thence parallel with the second line of this description, South 20° 06' East, 156.3 feet to the place of beginning.

BEING a lot 66 feet by 156.3 feet facing on Chestnut Hill Avenue and being prt of the above mentioned conveyance from Listman to Platzke, and as surveyed by J. R. McCrone, Jr., Registered Professional Enginner and Land Surveyor in April, 1951 and described in May, 1952.

BEING ALSO the same property which the said Mortgagors acquired from William A. Platzke and Mary A. Platzke, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

1952 JUN 18 PM 3:10

3

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 44.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 44.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 8,900.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

William Lawrenz (SEAL)
William Lawrenz

Florence L. Lawrenz (SEAL)
Florence L. Lawrenz

..... (SEAL)

..... (SEAL)

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LIBER 683 PAGE 12 LIBER 139 PAGE 148

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William Lawrenz and Florence L. Lawrenz, his wife - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh - - - - - - - - - - - - - - - - - the - - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO. MD

Fred W. Kuethe

Fred. W. Kuethe Notary Public.

Recorded: May 14, 1952 at 1.40 P.M.

PURCHASE MONEY

Mortgage

FROM

WILLIAM LAWRENZ, and FLORENCE L. LAWRENZ, his wife

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 2889

Received for Record 14 day of May 1952, at 1-40 P.M. and the same day recorded in Liber J.H.H. No. 683 Fol. 9 Land Records of Anne Arundel County John W. Lapkins Clerk

LAW OFFICE

JOHN DEMYAN, JR.

GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

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

ATTEST:

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

..... Secretary.

By..... President.

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF WILLIAM LAWRENZ * FOR
AND FLORENCE L. LAWRENZ, HIS * ANNE ARUNDEL COUNTY
WIFE * NO. 14788 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 8,900.00
Interest from the 30th day of September, 1961 to the 28th day of February, 1962.	$ 117.50	
Late fines from the 31st day of October, 1961 to the 28th day of February, 1962.	37.60	
		155.10
		9,055.10
Dues paid to date		4,267.83
Total amount due under Mortgage		$ 4,787.27

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY
a body corporate
BY Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of January, 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Kathryn M. Conboy Notary Public

1962 JAN 18 [illegible]

LIBER 139 PAGE 149

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM LAWRENZ AND FLORENCE L. LAWRENZ, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14788 EQUITY

LIBER 139 PAGE 150

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

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

JOHN DEMYAN JR.
Affiant

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

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Kathryn M. Conboy
Notary Public

FILED

1962 JAN 18 PM 3:20

ROYAL INDEMNITY COMPANY

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

LIBER 11 PAGE 242

LIBER 139 PAGE 151

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

14,788 Equity

Bond No. 361286

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Dollars ($6,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of February, 1962.

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

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

Signed, sealed and delivered
in the presence of:

Mrs. Joan M. McGowan

JOHN DEMYAN, JR. (SEAL)

ROYAL INDEMNITY COMPANY

BY: F. William Trotter
ATTORNEY-IN-FACT

The above bond is this 13 day of February at 9.36 o'clock A.M. approved.

George T. Cromwell
Clerk

FILED

1962 FEB 13 AM 9:36

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Property located on Chestnut Hill Avenue, near Earleigh Heights, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from William Lawrenz and Florence L. Lawrenz, his wife, dated May 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, folio 9 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tuesday,
February 13, 1962
at 2 O'clock P.M.

All that lot of ground, situate, lying and being on Chestnut Hill Avenue, near Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at an iron pipe set on the North side of Chestnut Hill Avenue, said pipe being located South 69 degrees 54' West 244.4 feet along the last line of the conveyance from Conrad C. Listman and wife to William A. Platzke and Mary, his wife, by Deed dated March 22, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 312, folio 255, from the beginning of said line; and running from thence and with said line and with the North side of Chestnut Hill Avenue, South 69 degrees 54' West, 66 feet to a pipe; thence at right angles North 20 degrees 06' West, 156.3 feet to a pipe; thence North 69 degrees 54' East, 66 feet to a pipe; thence parallel with the second line of this description, South 20 degrees 06' East, 156.3 feet to the place of beginning.

No. 2

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BEING a lot 66 feet by 156.3 feet facing on Chestnut Hill Avenue and being part of the above mentioned conveyance from Listman to Platzke, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in April, 1951 and described in May, 1952.

BEING ALSO the same property which the said Mortgagors acquired from William A. Platzke and Mary A. Platzke, his wife, by Deed dated May 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, folio 7.

IMPROVEMENTS: Frame bungalow.

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

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

F-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 152

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1962

We hereby certify, that the annexed

Mortgagee Sale 14,788

William Lawrenz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of February, 1962. The first insertion being made the 18th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
FEB 15 PM 4:25

By: Hazel V. Wightman

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 139 PAGE 153

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

PROPERTY LOCATED ON CHESTNUT HILL AVENUE, NEAR EARLEIGH HEIGHTS, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from William Lawrenz and Florence L. Lawrenz, his wife, dated May 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 683, folio 9 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, FEBRUARY 13, 1962

AT 2 O'CLOCK P. M.

All that lot of ground, situate, lying and being on Chestnut Hill Avenue, near Earleigh Heights, Third Election District of Anne Arundel County, state of Maryland; and described as follows:

BEGINNING for the same at an iron pipe set on the North side of Chestnut Hill Avenue, said pipe being located South 69° 54' West 244.4 feet along the last line of the conveyance from Conrad C. Listman and wife to William A. Platzke and Mary, his wife, by Deed dated March 22, 1944 and recorded among the land Records of Anne Arundel County in Liber J. H. H. 312, folio 255, from the beginning of said line; and running from thence and with said line and with the North side of Chestnut Hill Avenue, South 69° 54' West, 66 feet to a pipe; thence at right angles North 20° 06' West, 156.3 feet to a pipe; thence North 69° 54' East, 66 feet to a pipe; thence parallel with the second line of this description, South 20° 06' East, 156.3 feet to the place of beginning.

BEING a lot 66 feet by 156.3 feet facing on Chestnut Hill Avenue and being part of the above mentioned conveyance from Listman to Platzke, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in April, 1951 and described in May, 1952.

BEING ALSO the same property which the said Mortgagors acquired from William A. Platzke and Mary A. Platzke, his wife, by Deed dated May 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, folio 7.

IMPROVEMENTS: Frame bungalow.

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

JOHN DEMYAN, JR.
Attorney Named in Mortgage

1962 FEB 19 AM 3:13

AGREEMENT
and
AFFIDAVIT BY PURCHASER

LIBER 139 PAGE 154

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss

I HEREBY CERTIFY, that on this 13th day of February, 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Conrad C. Listman _____, who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $ 7,200.00 ; a deposit of $ 500.00 , 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 hand bill.

2. That he is an agent acting for himself and his wife Louise M. Listman , his principal.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discoraged anyone from bidding for the said property.

WITNESS:

Robert H. Campbell

Robert H. Campbell, Auctioneer

Fred W. Kuethe (SEAL)

Fred.W.Kuethe
Notary Public

Conrad C Listman (SEAL)
Affiant and Purchaser

Louise M Listman (SEAL)

PURCHASER

FILED
1962 FEB 19 PM 3:18

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF WILLIAM LAWRENZ	*	FOR
AND FLORENCE L. LAWRENZ, HIS	*	ANNE ARUNDEL COUNTY
WIFE	*	NO. 14, 788 EQUITY

LIBER 139 PAGE 155

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from William Lawrenz and Florence L. Lawrenz, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated May 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, folio 9; the said John Demyan, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, on Chestnut Hill Avenue, near Earleigh Heights, Maryland, Tuesday, February 13, 1962, at 2:00 o'clock P.M., and then and there sold the said property to Conrad C.Listman and Louise M.Listman,his wife - - - - - - - - - - at and for the sum of Seventy Two Hundred - ($ 7,200.00 - - - -) Dollars, being at that figure the highest bidder therefor, said property being the following:

All that lot of ground situate, lying and being nr.Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at an iron pipe set on the North

FILED

1962 FEB 19 AM 3:13

12

side of Chestnut Hill Avenue, said pipe being located South 69° 54' West 244.4 feet along the last line of the conveyance from Conrad C. Listman and wife to William A. Platzke and Mary, his wife, by Deed dated March 22, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 312, folio 255, from the beginning of said line; and running from thence and with said line and with the North side of Chestnut Hill Avenue, South 69° 54' West, 66 feet to a pipe; thence at right angles North 20° 06' West, 156.3 feet to a pipe; thence North 69° 54' East, 66 feet to a pipe; thence parallel with the second line of this description, South 20° 06' East, 156.3 feet to the place of beginning.

BEING a lot 66 feet by 156.3 feet facing on Chestnut Hill Avenue and being part of the above mentioned conveyance from Listman to Platzke, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in April, 1951 and described in May, 1952.

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

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

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

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LIBER 139 PAGE 157

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of February 1962; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief; and that said sale was fairly made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM LAWRENZ and FLORENCE L. LAWRENZ, his wife

VERSUS

LIBER 139 PAGE 158

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,788 Equity

Ordered, this 19th day of February, 19 62, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 7,200.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.
(Final Order)

Maryland Gazette (for March 1 edition)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM LAWRENZ and FLORENCE L. LAWRENZ, his wife

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd 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.

Matthew S. Evans
JUDGE.

FILED
1962 APR -3 PM 12:16

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 159

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,788 Equity

In the Matter of the Mortgaged Real Estate of
WILLIAM LAWRENZ and
FLORENCE L. LAWRENZ, his wife

Ordered, this 19th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by John Demyan, JJr., Attorney named in the 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 $7,200.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Order Nisi - Sale - Equity 14,788

William Lawrenz

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 Mary Tate

No. M. G. 28583

FILED
MAR 28 PM 4:19

16

In the Case of

In the Matter of the Mortgaged Real Estate of
William Lawrenz and Florence L. Lawrenz, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,788 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.

May 25, 1962

John H. Hopkins, IV, Auditor.

FILED

1962 MAY 25 PM 4:25

Dr. In the Matter of the Mortgaged Real Estate of in ac.
William Lawrenz and Florence L. Lawrenz, his wife,

To Attorney for fee, viz;	50	00		
To Attorney for Commissions, viz:	247	78	297	78
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - Stating this account	30	00	69	75
To Attorney for Expenses, viz:				
Capital Gazette Press - Advertising sale	87	52		
Capital Gazette Press - Order nisi, sale	15	oo		
Speer Publication, Inc. - Handbills	16	28		
Royal Indemnity Co., - Bond Premium	24	00		
Robert H. Campbell - Auctioneer fee	45	00		
1962 County and State taxes adjusted (121.22) 1 month and 13 days	14	40		
One-half cost Federal documentary stamps	4	13		
One-half cost State documentary stamps	8	25		
Kathryn M. Conboy - Notary fees	1	50	216	08
To Attorney for liens, viz:				
The Glen Burnie Savings and Loan Assn. In Full for Claim filed	4,787.	27		
Interest from 3/1/62 to 6/9/62 - 100 days	78	77	4,866	04
Conrod C. Listman and Louise Listman, his wife, this balance on account of Second Mortgage claim filed	1,809	61	1,809	61
			7,259	26

18

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

1962							
Feb.	13	Proceeds of Sale	7,200	00			
		Interest on unpaid purchase money (6,600.00) 2/13/62 to 4/5/62	59	26	7,259	26
					7,259	26

ORDER NISI

LIBER 139 PAGE 163

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 12th day of June, 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
per ... Deputy

LIBER 139 PAGE 164

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF WILLIAM S.	*	FOR
BALLISTRERI and GRACE B.	*	ANNE ARUNDEL COUNTY
BALLISTRERI, HIS WIFE	*	NO. 14,780 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1962 JAN 18 PM 3:20

LIBER 1243 PAGE 279

LIBER 139 PAGE 165

No. 14,789 Eg.

This PURCHASE MONEY Mortgage, Made this 10th day of September, 1958

by and between William S. Ballistreri and Grace B. Ballistreri, his wife

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -115- shares of untedeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 11,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association; said sum having been used as partof the purchase price for the property hereinafter described.

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

BEGINNING for the same at a point in the third line of a Deed from Harry C. Powers to Leroy C. Steepleton dated October 20, 1954 and being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 873, folio 301, said point being situated one hundred fifty feet measured radially from Station 135+90 of the Base Line of Right of Way, as said Base Line of Right of Way is delineated on the State Roads Commission's Plat number 10853 attached to and made a part of the deed from the State of Maryland to the use of the State Roads Commission to Joseph Wilk and Gwen Arelia Wilk, dated September 4, 1957 and recorded or intended to be recorded among the Land Records aforesaid prior hereto, said point of beginning being the intersection of said third line with the Southernmost Right of Way Line of through highway and Right of Way Line of the Baltimore and Anne Arundel County Beltway, running thence and binding on a part of said Southernmost Right of Way Line of through highway and Right of Way Line in an easterly direction by a curve to the right, having a radius of 3669.72 feet for an arc distance of one hundred eighty-one feet, more or less, to intersect the first line of the aforementioned deed, Harry C. Powers to Leroy C. Steepleton, running thence and binding on a part of said first line in a Southerly direction two

1962 JAN 18 PM 3:00

hundred twelve feet, more or less, to the end thereof, running thence and binding on the second line of the aforesaid Deed in a Southwesterly direction two hundred fifty-three and thirty-seven one-hundredths feet to the end of said second line, running thence and binding on a part of the aforementioned third line of said Deed in a Northwesterly direction two hundred seventy-three and fifty one-hundredths feet, more or less, to the place of beginning. Containing one and twenty one-hundredths (1.20) acres, more or less.

BEING the same property which the said Mortgagors acquired from Joseph Wilk, Life Tenant, with full power of disposition, by Deed of even date herewith and intended to be recorded immediately prior hereto.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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

THE Mortgagors herein covenant and agree that it shall be deemed a default under this Mortgage if they shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 57.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 57.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 11,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Dubman

Theo. C. Lawhorne

Theo. C. Lawhorne

William S. Ballistreri (SEAL)

Grace B. Ballistreri (SEAL)

Grace B. Ballistreri (SEAL)

(SEAL)

5

LIBER 139 PAGE 168

LIBER 1243 PAGE 282

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of ~~September~~ October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared William S. Ballistreri ~~and Grace B. Ballistreri~~, his wife -------- and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh---------- the ----- President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman
AMELIA H. TUBMAN Notary Public.

STATE OF GEORGIA, COUNTY OF Ware, to wit:

I HEREBY CERTIFY, that on this 10th day of September, 1958, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Grace B. Ballistreri, and she acknowledged the foregoing Mortgage to be her act.

WITNESS my hand and Notarial Seal:

Rec'd for record Oct. 15 1958 at 9:03 AM.
Mailed to John Demyan, Jr.

Doris R. Bass
Notary Public, Ware County Georgia
My commission expires Aug. 14, 1962
Doris R. Bass
Notary Public
10.00

PURCHASE MONEY
Mortgage
FROM
WILLIAM S. BALLISTRERI and
GRACE B. BALLISTRERI,
his wife
TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3629

REC'D FOR RECORD IN LIBER GTC
NO. 1243 FOLIO 229
GEO. F. CROMWELL, CLERK
1958 OCT 15 AM 9:03
& RECORDED IN LIBER GTC
ANNE ARUNDEL COUNTY
LAND RECORDS OF
REC'D FOR RECORD IN

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

Pd. 10.00

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

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

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

By ....
Secretary. President.

LIBER 139 PAGE 169

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF WILLIAM S. * FOR
BALLISTRERI AND GRACE B. * ANNE ARUNDEL COUNTY
BALLISTRERI, HIS WIFE * NO. 14,789 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 11,500.00
Interest from the 31st day of August, 1961 to the 28th day of February, 1962.	$ 303.00	
Late fines from the 30th day of September, 1960 to the 28th day of February, 1962.	101.00	
		404.00
		11,904.00
Dues paid to date		1,457.87
Total Amount due under Mortgage		10,446.13

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of January, 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Kathryn M. Conboy Notary Public

FILED
1962 JAN 18 PM 3:20

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM S. BALLISTRERI AND GRACE B. BALLISTRERI, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14,789 EQUITY

LIBER 139 PAGE 170

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 9th day of January 1962.

Kathryn M. Conboy
Notary Public

FILED

1962 JAN 18 PM 3:20

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 139 PAGE 171

LIBER 11 PAGE 241

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

14,789 Equity

Bond No. 361285

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand, Five Hundred Dollars ($12,500.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of February, 1962.

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

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

Signed, sealed and delivered
in the presence of:

Mrs. Joan M. McGowan
Mrs. Joan M. McGowan

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

ROYAL INDEMNITY COMPANY

BY: F. William Kapfer
ATTORNEY-IN-FACT

The above bond is this 13th day of February at 9:34 o'clock A.M. approved.

George T. Cromwell Clerk

FILED

1962 FEB 13 AM 9:36

18

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Property located at Wilkdale, Glen Burnie, Fifth Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from William S. Ballistreri and Grace B. Ballistreri, his wife, dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1243, folio 279 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tuesday,
February 13, 1962
at 11:00 A.M.

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

BEGINNING for the same at a point in the third line of a Deed from Harry C. Powers to Leroy C. Steepleton dated October 20, 1954 and being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 873, folio 301, said point being situated one hundred fifty feet measured radially from Station 135.90 of the Base Line of Right of Way, as said Base Line of Right of Way is delineated on the State Roads Commission's Plat number 10858 attached to and made a part of the deed from the State of Maryland to the use of the State Roads Commission to Joseph Wilk and Gwen Arelia Wilk, dated September 4, 1957 and recorded or intended to be recorded among the Land Records aforesaid prior hereto, said point of beginning being the intersection of said third line with the Southernmost Right of Way Line of through highway and Right of Way Line of the Baltimore and Anne Arundel County Beltway, running thence and binding on a part of said Southernmost Right of Way Line of through highway and Right of Way Line in an Easterly direction by a curve to the right, having a radius of 3669.72 feet for an arc distance of one hundred eighty-one feet, more or less, to intersect the first line of the aforementioned deed, Harry C. Powers to Leroy C. Steepleton, running thence and binding on a part of said first line in a Southerly direction two hundred twelve feet, more or less, to the end thereof, running thence and binding on the second line of the aforesaid Deed in a Southwesterly direction two hundred fifty-three and thirty-seven one-hundredths feet to the end of said second line, running thence and binding on a part of the aforementioned third line of said Deed in a Northwesterly direction two hundred seventy-three and fifty one-hundredths feet, more or less, to the place of beginning. Containing one and twenty one-hundredths (1.20) acres, more or less.

No. 12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 172

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1962

We hereby certify, that the annexed

Mortgage Sale 14,789

William S. Ballistreri

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of February, 1962. The first insertion being made the 18th day of January, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1962 FEB 15 PM 4:25

By Hazel Tilghman

BEING ALSO the same property which the said Mortgagors acquired from Joseph Wilk, Life Tenant, with full power of disposition, by Deed dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1243, folio 276.

IMPROVEMENTS: Masonry bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

F-8

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 139 PAGE 174

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

PROPERTY LOCATED AT WILKDALE, GLEN BURNIE, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from William S. Ballistreri and Grace B. Ballistreri, his wife, dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1243, folio 279 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, FEBRUARY 13, 1962

AT 11:00 A. M.

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

BEGINNING for the same at a point in the third line of a Deed from Harry C. Powers to Leroy C. Steepleton, dated October 20, 1954 and being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 873, folio 301, said point being situated one hundred fifty feet measured radially from Station 135.90 of the Base Line of Right of Way, as said Base Line of Right of Way is delineatde on the State Roads Commission's Plat number 10858 attached to and made a part of the deed from the State of Maryland to the use of the State Roads Commission to Joseph Wilk and Gwen Arelia Wilk, dated September 4, 1957 and recorded or intended to be recorded among the Land Records aforesaid prior hereto, said point of beginning being the intersection of said third line with the Southernmost Right of Way Line of through highway and Right-of Way Line of the Baltimore and Anne Arundel County Beltway, running thence and binding on a part of said Southernmost Right of Way Line in an Easterly direction by a curve to the right, having a radius of 3669.72 feet for an arc distance of one hundred eighty-one feet, more or less, to intersect the first line of the aforementioned deed, Harry C. Powers to Leroy C. Steepleton, running thence and binding on a part of said first line in a Southerly direction two hundred twelve feet, more or less, to the end thereof, running thence and binding on the second line of the aforesaid Deed in a Southwesterly direction two hundred fifty-three and thirty-seven one-hundredths feet to the end of said second line, running thence and binding on a part of the aforementioned third line of said Deed in a Northwesterly direction two hundred seventy-three and fifty one-hundredths feet, more or less, to the place of beginning. Containing one and twenty one-hundredths (1.20) acres, more or less.

BEING ALSO the same property which the said Mortgagors acquired from Joseph Wilk, Life Tenant, with full power of disposition, by Deed dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1243, folio 276.

IMPROVEMENTS: Masonry bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED

1962 FEB 19 PM 3:18

JOHN DEMYAN, JR.,
Attorney Named in Mortgage

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss LIBER 139 PAGE 176

I HEREBY CERTIFY, that on this 13th day of February, 1962; before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred.W.Kuethe _____, who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $ 5,500.00 ; a deposit of $ 750.00 , 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 hand bill.

2. That he is an agent acting for Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, his principal.

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 my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

Kathryn M. Conboy (SEAL)
Notary Public

Fred W. Kuethe
Fred.W.Kuethe
Affiant

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate.

By Fred W. Kuethe
Fred.W.Kuethe
Secretary-Treasurer
Agent

FILED

1962 FEB 19 PM 3:18

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF WILLIAM S.	*	FOR
BALLISTRERI AND GRACE B.	*	ANNE ARUNDEL COUNTY
BALLISTRERI, HIS WIFE	*	NO. 14,789 EQUITY

LIBER 139 FOLIO 177

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from William S. Ballistreri and Grace B. Ballistreri, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1243, folio 279; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Wilkdale, Glen Burnie, Maryland, Tuesday, February 13, 1962, at 11:00 A.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate at and for the sum of Fifty Five Hundred - - - - - - - - - - - - ($ 5,500.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

BEGINNING for the same at a point in the third line of a

FILED

1962 FEB 19 PM 3:13

Deed from Harry C. Powers to Leroy C. Steepleton dated October 20, 1954 and being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 873, folio 301, said point being situated one hundred fifty feet measured radially from Station 135.90 of the Base Line of Right of Way, as said Base Line of Right of Way is delineated on the State Roads Commission's Plat number 10858 attached to and made a part of the deed from the State of Maryland to the use of the State Roads Commission to Joseph Wilk and Gwen Arelia Wilk, dated September 4, 1957 and recorded or intended to be recorded among the Land Records aforesaid prior hereto, said point of beginning being the intersection of said third line with the Southernmost Right of Way Line of through highway and Right of Way Line of the Baltimore and Anne Arundel County Beltway, running thence and binding on a part of said Southernmost Right-of-Way Line of through highway and Right of Way Line in an easterly direction by a curve to the right, having a radius of 3669.72 feet for an arc distance of one hundred eighty-one feet, more or less, to intersect the first line

of the aforementioned deed, Harry C. Powers to Leroy C. Steepleton, running thence and binding on a part of said first line in a Southerly direction two hundred twelve feet, more or less, to the end thereof, running thence and binding on the second line of the aforesaid Deed in a Southwesterly direction two hundred fifty-three and thirty-seven one-hundredths feet to the end of said second line, running thence and binding on a part of the aforementioned third line of said Deed in a Northwesterly direction two hundred seventy-three and fifty one-hundredths feet, more or less, to the place of beginning. Containing one and twenty one-hundredths (1.20) acres, more or less.

DEED BOOK 139 PAGE 179

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money

upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of February 1962; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that said sale was fairly made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public

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

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM S. BALLISTRERI and GRACE B. BALLISTRERI, his wife

~~VERSUS~~

LIBER 139 PAGE 181

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,789 Equity

Ordered, this 19th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 5,500.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.
(Final Order)

Maryland Gazette (for March 1 edition)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM S. BALLISTRERI and GRACE B. BALLISTRERI, his wife

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of April, 19 62 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 -3 PM 12:13

15

LIBER 139 PAGE 182

OFFICE

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. 14,789 Equity

In the Matter of the Mortgaged Real Estate of WILLIAM S. BALLISTRERI and GRACE B. BALLISTRERI, his wife

Ordered, this 19th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFED 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 $5,500.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

M-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Order Nisi - Sale - Equity 14,789

William S. Ballistreri

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

FILED

1962 MAR 28 PM 4:19

No. M. G. 28594

16

LIBER 139 PAGE 183

In the Case of

In the Matter of the Mortgaged Real Estate of William S. Ballistreri and Grace B. Ballistreri, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,789 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.

May 25, 1962

John H. Hopkins, IV Auditor.

FILED

1962 MAY 25 PM 4:25

Dr. In the Matter of the Mortgaged Real Estate of in ac.

William S. Ballistreri and Grace B. Ballistreri, his wife,

To Attorney for fee, viz:	50	00		
To Attorney for Commissions, viz:	196	26	246	26
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court Costs	28	00		
Auditor - Stating this account	22	50	60	50
To Attorney for Expenses, viz:				
Capital Gazette Press - Advertising Sale	103	24		
Capital Gazette Press - Order nisi, sale	15	00		
Speer Publications, Inc. - Handbills	15	09		
Royal Indemnity Co. - Bond Premium	50	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half cost Federal documentary stamps	3	03		
One-half cost State documentary stamps	6	05		
1962 County and State Taxes adjusted (151.86) 1/1/62 to 2/13/62 - 1 month, 13 days	19	80		
Kathryn M. Conboy, Notary fees	1	50	258	71
To Glen Burnie Savings and Loan Association Mortgagees, this balance on account of Mortgage claim.	4,976	45	4,976	45
			5,541	92
Amount of Mortgage claim filed	10,446	13		
Interest on principal balance of $10,446.13 from 3/1/62 to 6/9/62 - 100 days @ 6%	171	73		
	10,617	86		
Cr. amount allowed above	4,976	45		
Balance subject to decree in personam	5,641	41		

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

1962							
Feb.	13	Proceeds of sale	5,500	00			
		Interest on unpaid balance purchase price (4,750.00) 2/13/62 to 4/5/62	41	92		5,541	92
						5,541	92

19

LIBER 139 PAGE 186

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 12th 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 aej - deputy

20

LIBER 139 PAGE 187

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street Baltimore 1, Maryland	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
WILLIAM CUBBAGE and JANICE CUBBAGE, his wife 1117 Nottingham Drive Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	14813 Equity

* * * * * * * * * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE", being certified copy of the original mortgage from William Cubbage and Janice Cubbage, his wife, to Harry Bormel and Anna Bormel, his wife, and Petitioner's Exhibit "NUMBER TWO", being Assignment of Mortgage from Harry Bormel and Anna Bormel, his wife, to V. Charles Rinaudo.

V. Charles Rinaudo, Attorney

FILED

1962 FEB -5 AM 10: 09

"PETITIONER'S EXHIBIT NUMBER 1"

MORTGAGE FEE—CITY OR COUNTY—Form

LIBER 1193 PAGE 130

LIBER 139 PAGE 188

THIS MORTGAGE, Made this 15th day of MARCH, No. 14815 Eq

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

WILLIAM CUBBAGE and JANICE CUBBAGE, his wife,

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

HARRY BORMEL and ANNA BORMEL, his wife, of the City of Baltimore, in the State of Maryland, , Mortgagee s, of the second part:

Whereas, the said Mortgagors stand justly indebted unto the said Mortgagees in the full and just sum of Twelve Hundred and Sixty ($1260.00) Dollars, being the balance of the purchase price for the hereinafter described property; which sum, together with interest thereon at the rate of six percent per annum, the said Mortgagors covenant and agree to pay in thirty-six (36) successive monthly installments of Thirty-five ($35.00) Dollars each, plus the sum of Six Dollars and Ninety-eight ($6.98) Cents monthly, to be applied to the payment of taxes and water service on the hereby mortgaged property; said payments beginning for the first thereof one month from date hereof; with the right and/or privilege in the said Mortgagors to prepay the whole or any part of said indebtedness at any time; and

Whereas, to secure the payment of the aforesaid indebtedness, principal, interest and expenses, as aforesaid, these presents are hereby executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said William Cubbage and Janice Cubbage, his wife,

do grant and convey unto

Harry Bormel and Anna Bormel, his wife, as tenants by the entireties, the survivor of them, his or her heirs and assigns, in fee simple, all those lot s or parcels of ground situate and lying in the

Anne Arundel County, aforesaid, and described as follows, to wit:

BEING LOTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, in Section S; and Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Section 23, as shown on the plat of Green Haven, Armiger Addition, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 59.

BEING THE same lots of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, aforesaid, were granted and conveyed by Harry Bormel and wife to the said William Cubbage and Janice Cubbage, his wife, as tenants by the entireties, in fee simple.

FILED

1962 FEB -5 AM 10:09

2

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of Harry Bormel and Anna Bormel, his wife, as tenants by the entireties, thesurvivor of them, his or her heirs and assigns, forever.

Provided, that if the said William Cubbage and Janice Cubbage, his wife, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twelve Hundred and Sixty ($1260.00)- - - - - - - - - - - - - - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor shereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor s hereby also authorize the said Mortgagee s, their personal representatives, or assigns, or Solomon Hirschhorn, duly authorized Attorney or Agent of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s. their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Fifteen Hundred ($1500.00)- - - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

3

Witness the hand s and seal s of said Mortgagors.

TEST:

Joseph Bormel
JOSEPH BORMEL

William M. Cubbage [SEAL]
William Cubbage

Janice Y. Cubbage [SEAL]
Janice Cubbage

[SEAL]

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 25th day of March in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William Cubbage and Janice Cubbage, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Harry Bormel and Anna Bormel, his wife, the herein Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ida Patz
IDA PATZ. Notary Public

Rec'd for record Mar 27 1958 at 12.46 P M.

Mailed to Solomon Hirschhorn

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber G T C No 1193 folio 130 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 12TH day of DECEMBER A. D., 1961.

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

PETITIONER'S EXHIBIT NUMBER 2"

No 14,813

LIBER 139 PAGE 191

BOOK 1541 PAGE 583

THIS ASSIGNMENT OF MORTGAGE, Made this 22nd day of December, in the year one thousand nine hundred and sixty-one, by and between HARRY BORMEL and ANNA BORMEL, his wife, of Baltimore City, in the State of Maryland, parties of the first part; and V. CHARLES RINAUDO, of Baltimore City, in the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other valuable considerations, the said party of the second part paid to the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and assign unto the said party of the second part, the following Mortgage:

Mortgage from William Cubbage and Janice Cubbage, his wife, to Harry Bormel and Anna Bormel, his wife, dated March 25, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1193, folio 130, made to secure the sum of $1,260.00, and covering property known as Lots Nos. 1 through 21, inclusive, Section S, and Lots Nos. 1 through 15, inclusive, Section 23, Plat of Green Haven, Armiger Addition, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book WNW No. 3, folio 59.

THE said parties of the first part do further grant and assign the debt and interest thereby secured.

WITNESS: the hands and seals of the within named parties of the first part.

WITNESS:

Joseph Bormel
JOSEPH BORMEL

Harry Bormel (SEAL)
Harry Bormel

Anna Bormel (SEAL)
Anna Bormel

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23rd day of December, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HARRY BORMEL and ANNA BORMEL, his wife, the within named parties of the first part, 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 in my presence signed and sealed the same.

AS WITNESS: my hand and Notarial Seal.

IDA PATZ
Notary Public

My Commission Expires: May 6 1963

Rec'd for record Feb 5 1962 at 10:11 A.M.

Filed in Equity 14813

LIBER 139 PAGE 192

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT
VS.	*	FOR
WILLIAM CUBBAGE and JANICE CUBBAGE, his wife 1117 Nottingham Drive Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY IN EQUITY No. 14, 813

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Harry Bormel and Anna Bormel, his wife, under the mortgage from William Cubbage and Janice Cubbage, his wife, to them dated the 25th day of March, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 130

Original Amount of Loan dated 3/25/58	$1,260.00	
Paid on Account of Principal	627.46	
Balance Due		$632.54
Interest		3.00
		$635.54

STATE OF MARYLAND, CITY OF BALTIMORE, 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 Baltimore County, personally appeared V. Charles Rinaudo, Assignee, 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.

Carolyn M. Bindeman, Notary Public

FILED

1962 FEB -5 AM 10:09

6

LIBER 139 PAGE 193

V. CHARLES RINAUDO Assignee 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	IN EQUITY
WILLIAM CUBBAGE and JANICE CUBBAGE, his wife 1117 Nottingham Drive Glen Burnie, Maryland	*	Docket No. 20 Folio 161 Case No. 14813

* * * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 26th day of January, 1962, before me, the subscriber, a Notary Public, in and for the State of Maryland, County of Baltimore, personally appeared V. Charles Rinaudo, Assignee, 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;

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

V. Charles Rinaudo, Affiant

Carolyn M. Binderman, Notary Public

FILED

1962 FEB -5 AM 10:09

1

S-1361450

Assignee
MARYLAND ~~XXXXXX~~ TO ... ul.

No. 14, 8-13 Equity

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 139 PAGE 194
LIBER 11 PAGE 230

V. Charles Rinaudo

versus

William Cubbage and Janice Cubbage, His Wife

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, V. Charles Rinaudo
2 W. Preston Street
Baltimore 2, Maryland

as Principal and, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation 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 One Thousand and 00/100---------- Dollars ($1,000.00) 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 26th, day of January in the year of our Lord one thousand, nine hundred and Sixty-Two

WHEREAS THE ABOVE BOUNDEN V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ~~trustee~~ Assignee to sell Unimproved Lots No. 1 - 21 in Section S and Lots No. 1 - 15 in Section 23, Green Haven, Anne Arundel County, Maryland. mentioned in the proceedings in the case of

V. Charles Rinaudo

versus

William Cubbage and Janice Cubbage, His Wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

V. Charles Rinaudo

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.

Witness: Isabelle M. Bandeman

V. Charles Rinaudo (SEAL)
V. Charles Rinaudo

.....(SEAL)

.....(SEAL)

Martha Cunningham
Martha Cunningham

The Fidelity and Casualty Company of New York
By Earl W. Ussery
Earl W. Ussery, Attorney

Bond approved this 5th day of February 1962
George F. Cromwell Clerk

FILED
1962 FEB -5 AM 10:10

LIBER 139 PAGE 195 No. 14813 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 19th day of March, 1952, before me, the subscriber, a Notary Public of the State of Maryland, Baltimore City, aforesaid, personally appeared Herbert E. Conklin, President Greenmount Storage Warehouse, Incorporated, and made oath in due form of law that it is purchaser at the foreclosure sale in this cause, purchased the same as principal and not as an agent for anyone, and that it has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Greenmount Storage Warehouse, Incorporated

Herbert E. Conklin, Pres.

Purchaser

Notary Public

V. Charles Pinnardo

FILED

1952 MAR 22 PM 3:33

9

LIBER 139 PAGE 196

V. CHARLES RINAUDO
Assignee

vs.

WILLIAM CUBBAGE and
JANICE CUBBAGE, his wife
1117 Nottingham Drive
Glen Burnie, Maryland

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14813

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by William Cubbage and Janice Cubbage, his wife, to Harry Bormel and Anna Bormel, his wife, and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 130 and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, March 19, 1962 at 1:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, in Section S; and Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Section 23, as shown on the Plat of Green Haven, Armiger Addition, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 59.

FILED
1962 MAR 22 AM 9:38

10

In fee simple

~~Ground Rent $ Per Annum~~

~~Payable on the days of~~

AND your Assignee sold the above described property unto

Greenmount Storage Warehouse, Inc.

for the sum of $2,800.00 it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, 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 Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

ORDER NISI

V. CHARLES RINAUDO, ASSIGNEE

versus

WILLIAM CUBBAGE and

JANICE CUBBAGE, his wife

LIBER 139 PAGE 198

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,813 Equity

Ordered, this 22nd day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by V. CHARLES RINAUDO, Assignee

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 $ 2,800.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

V. CHARLES RINAUDO, Atty. Md. Gazette (For March 29th Edition)

(Final Order)

V. CHARLES RINAUDO, ASSIGNEE

versus

WILLIAM CUBBAGE and

JANICE CUBBAGE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of May, 19 62 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Bruce Dunbett

JUDGE.

FILED

1962 MAY -2 AM 10:15

12

V. CHARLES RINAUDO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Assignee's Sale

OF VALUABLE UNIMPROVED FEE SIMPLE LOTS

Located in the Development Known as Green Haven and being known as Lots 1 through 21, inclusive, Section S; Lots 1 through 15, inclusive, Section 23 Plat of Green Haven, Armiger Addition, situate in Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from William Cubbage and Janice Cubbage, his wife, dated the 25th day of March, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1193 folio 130, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Mon., March 19, 1962 at 1:00 O'Clock P.M.

the following property:

Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, in Section S; and Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Section 23, as shown on the Plat of Green Haven, Armiger Addition, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 59.

TERMS OF SALE: A deposit of $250.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon final ratification of sale. All expenses, including taxes, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

In order to locate said premises for the convenience of prospective purchasers, proceed on Fort Smallwood Road past Riviera Beach until you reach the Duvall Highway Road. Turn right on Duvall Highway Road and proceed for a mile and 7/10. The development is the cleared site across from Shaeffer's Esso Station on the right hand side.

For further particulars, apply to

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore 1, Maryland
E. T. NEWELL AND COMPANY
Auctioneer

M-15

13

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 199

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed Assignee's Sale 14,813 William Cubbage

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 22nd day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 MAR 28 [illegible] By Marie Tate

LIBER 139 PAGE 200

OFFI( )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. 14,813 Equity
V. CHARLES RINAUDO, ASSIGNEE
VERSUS
WILLIAM CUBBAGE and JANICE CUBBAGE, his wife

Ordered, this 22nd day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by V. CHARLES RINAUDO, Assignee 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 $2,800.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
A-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,813

William Cubbage

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of April, 1962. The first insertion being made the 29th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 22865 1962 MAY -1 PM 2:38 By Hazel Talghman

14

LIBER 139 PAGE 201

In the Case of

V. Charles Rinaudo, Assignee

VS.

William Cubbage and
Janice Cubbage, his wife

In the

Circuit Court

For

Anne Arundel County

Equity #14,813

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 28, 1962

Arthur A. Anderson, Jr. Auditor.

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

FILED

1962 MAY 28 AM 11:54

15

Dr. The Mortgaged Real Estate of William Cubbage and Janice Cubbage, his wife in ac.

To	Assignee, for fee, viz.	100	00		
To	Assignee for commissions, viz.	115	62		
				215	62
To	Assignee, for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10	00		
	Clerk, court costs	28	00		
	Auditor, this account	25	00		
				63	00
To	Assignee, for disbursements, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement & Order Nisi - Sale	83	24		
	Fidelity & Casualty Co. - bond	10	00		
	E. T. Newell & Co., Inc.- Auctioneer's fee	119	00		
	E. T. Newell & Co., Inc.- Advertising	38	80		
	Clerk, recording, assignment of mortgage	3	50		
	Clerk, certified copy of Mortgage	3	00		
	Adjustment, 1962 State & County taxes	7	35		
				264	89
To	Harry Bormel & Anna Bormel, Mortgagee,				
	in full, as per mortgage claim filed	635	54		
	Interest, 6%, on principal balance				
	($632.54) from 1/26/62 to 6/12/62	14	23		
				649	77
To	William Cubbage & Janice Cubbage, his				
	wife, Mortgagors, excess	1,632	22		
				1,632	22
				2,825	50

16

with V. Charles Rinaudo, Assignee Cr.

By	Amount of Sale, as per Assignee's Report of sale, filed	2,800 00	
By	Interest on deferred payment, 6% on $2550.00 from 3/19/62 to 5/18/62	25 50	
			2,825 50
			2,825 50

ORDER NISI

LIBER 139 PAGE 204

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 13th 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.

FILED

1962 JUN 13 A 8:59

George T. Cromwell Clerk

Per: D. FitzHugh, Deputy

18

PETITION FOR FORECLOSURE

J. S.GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

VS.

JACK P. MEARS and MARYETTA B. MEARS, his wife
4100 Belle of Georgia Avenue
Blossom Hills, Pasadena, Maryland

LIBER 139 PAGE 205

IN THE

CIRCUIT COURT

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

No. 11,838 Eq.

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 30th day of September A. D. 1960 the defendants executed and delivered to Sumner G. Whittier, the then Administrator of Veterans Affairs, succeeded by J. S. GLEASON, JR. a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ 13,900.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default has now occurred thereunder.

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

And as in duty, &c.

James W. Blackhurst

James W. Blackhurst
1 Central Avenue, S.W.
Glen Burnie, Maryland
Attorney for Plaintiff

FILED
1952 FEB 14 AM 11:00

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

MARYLAND

BOOK 1435 PAGE 122 LIBER 139 PAGE 206

MORTGAGE

No. 14838-Eq.

THIS MORTGAGE, made this -30th- day of September, A. D. 1960, by and between JACK P. MEARS and MARYETTA B. MEARS, his wife,

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

WHEREAS, the Mortgagor, ~~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 THIRTEEN THOUSAND NINE HUNDRED and no/100 - - - - - - - - - - Dollars ($13,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-half per centum (5½ %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-eight and 94/100 - - - - - - Dollars ($78.94), commencing on the 30th day of October, 19 60, and continuing on the 30th 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~~ 30th day of September, 19 90. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and now recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground conveyed by Deed of even date herewith from the Mortgagee to the Mortgagors herein and recorded immediately prior hereto among the Land Records of Anne Arundel County.

FILED

1962 FEB 14 AM 11:09

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

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

WASHING MACHINE
MOD. NO. WA 470T
SER. NO. VT 1114756

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~his~~ his successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it 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/30th 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 five and one-half per centum (4½%) 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 (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Wilbur F. Coyle, Jr. or Milton M. Hackerman, its duly authorized 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 ($50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: [signature]
Grafton Lee Brown, Jr.

Jack P. Mears [SEAL]
Jack P. Mears

Maryetta B. Mears [SEAL]
Maryetta B. Mears

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1435 PAGE 126

I HEREBY CERTIFY, That on this 30th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jack P. Mears and Maryetta B. Mears, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Frank C. McHenry, Loan Guaranty Officer, 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.

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

[signature]
Grafton Lee Brown, Jr. Notary Public.
My Commission Expires: May 1, 1961

Rec'd for record Oct. 31, 1960 at 12:49 P.M.
Mailed to Veterans Administration

STATE OF MARYLAND
Mortgage
FROM
JACK P. MEARS and
MARYETTA B. MEARS, his wife
TO
SUMNER G. WHITTIER, Administrator
of Veterans Affairs

Received for Record 19 at ... o'clock M.
Same, duly recorded in Liber No. ... Folio ... &c.,
one of the Land Records of ...
and examined per ...
Cost of Record, $ 12.00, Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1960 OCT 31 PM 12:49
RECORDED IN LIBER GTO
NO. 1435 FOLIO 122
GEO. T. CROWFELL CLERK

Veterans Administration
Calvert Building
Baltimore 2, Maryland

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

STATEMENT OF MORTGAG. CLAIM

J. S. GLEASON, JR., Administrator of. Veterans Affairs, successor in office to Sumner G. Whittier

vs.

JACK P. MEARS and MARYETTA B. MEARS, his wife
4100 Belle of Georgia Avenue
Blossom Hills, Pasadena, Maryland

LIBER 139 PAGE 210
IN THE

CIRCUIT COURT

—IN—
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 14838 Eq.

STATEMENT OF MORTGAGE DEBT

Original loan amount	$13,900.00	
Amount paid on principal	76.85	
Principal balance as of	13,823.15	as of 11/30/61
T & I account - credit balance	111.85	
Balance	13,711.30	
Accrual interest to 11/30/61	330.54	
Total Principal and interest to 11/30/61	14,041.84	

Interest accrus @ 5-½% per annum from 12/1/61

Daily Interest Accrual 2.1120

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 6th day of Feb. in the year nineteen hundred and Sixty-Two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Reuben C. Kinsley, Chief, Loan Service and Claims Section, agent for

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

FILED
1962 FEB 14 AM 11:09

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO. MD.

As witness my hand and Notarial Seal,

Milton M. Hackerman

MILTON M. HACKERMAN *Notary Public.*
My commission expires 5/6/63

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

LIBER 139 PAGE 211

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

JACK P. MEARS and MARYETTA B. MEARS, his wife
4100 Belle of Georgia Avenue
Blossom Hills, Pasadena, Maryland

IN THE

CIRCUIT COURT

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

No. 14,838 Eq.

Docket 20 Folio 135

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared REUBEN C. KINSLEY

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

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

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

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

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

Affiant.

Subscribed and sworn to before me this 6th day of Feb. 1962

Notary Public

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

FILED
1962 FEB 14 AM 11:09

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 139 PAGE 212

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

JACK P. MEARS and MARYETTA B. MEARS, his wife
4100 Belle of Georgia Avenue
Blossom Hills, Pasadena, Maryland

IN THE

CIRCUIT COURT

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

No. 14,838 Equity

TERM, 19

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 16th day of Feby, in the year nineteen hundred and sixty-two, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that James W. Blackhurst be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Thirteen thousand Five hundred - -Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in the ~~City of Baltimore~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third~~ $500.00 cash, the balance ~~[illegible]~~ upon ratification of sale ~~[illegible]~~ the credit payment to bear interest from the day of sale, ~~[illegible]~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans

FILED

1962 FEB 19 AM 10:32

8

Bond #75 40 112

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 11 PAGE 262

No. 14,838 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Avenue, S. W., Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND NINE HUNDRED AND 00/100 ($13,900) -- 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.

LIBER 139 PAGE 213

Sealed with our seals and dated this 19th day of February in the year of our Lord one thousand nine hundred and Sixty-two

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

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

vs:

Jack P. Mears and Maryetta B. Mears, H/W

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Patricia M. Barbarka

James W. Blackhurst (SEAL)

(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, 10-59 (53393) Trustee's Bond

FILED

1962 MAR -1 AM 9:15

Bond approved this 1st day of March, 1962

George T. Cromwell, Clerk

9

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

LIBER 139 PAGE 214

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

KNOWN AS
4100 BELLE OF GEORGIA AVENUE
PASADENA, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,838) J. S. GLEASON, JR., Administrator of Veterans Affairs vs. JACK P. MEARS and MARYETTA B. MEARS, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

FRIDAY, MARCH 16, 1962

11:00 O'CLOCK A. M.

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

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and now recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37, In fee simple.

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

Improved by a brick and frame ranch type house, five rooms, three bedrooms and bath with hot air oil heat and no basement.

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

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

JAMES W. BLACKHURST, Trustee

E. T. NEWELL & CO.
Auctioneers

FILED
1962 MAR 19 AM 11:04

01

LIBER 139 PAGE 215

I HEREBY CERTIFY, That the Administrator of Veterans Affairs did this 16th day of March, 1962, purchase the within described property from James W. Blackhurst, Trustee, at and for the sum of $14,150.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

ADMINISTRATOR OF VETERANS AFFAIRS

By: Cornelius D. McQuade

Cornelius D. McQuade

I HEREBY CERTIFY, That I did sell at Public Auction on Friday, March 16, 1962, 11:00 a.m., the property described on the reverse side of this handbill belonging to Jack P. Mears and Maryetta B. Mears, his wife, at and for the sum of Fourteen thousand one hundred fifty and 00/100 the successful bidder being Administrator of Veterans Affairs and the sale was fairly made.

E. T. NEWELL & COMPANY

By: William Murray White

William Murray White

FILED

1962 MAR 19 AM 11:04

LIBER 139 PAGE 216

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Cornelius D. McGuade, 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, Administrator of Veterans Affairs) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Cornelius D. McGuade (SEAL)
Purchaser

William Murray White
Notary Public

FILED
1962 MAR 19 AM 11:04

12

REPORT OF SALE

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

JACK P. MEARS and MARYETTA B. MEARS, his wife
4100 Belle of Georgia Avenue
Blossom Hills, Pasadena, Maryland

IN THE

LIBER 139 PAGE 217

CIRCUIT COURT

~~XXX~~
FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
Equity No. 14,838

To The Honorable Judge of the

Circuit Court ~~of Baltimore County~~
FOR ANNE ARUNDEL COUNTY

The Report of Sale of James W. Blackhurst

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as 4100 Belle of Georgia Avenue, Blossom Hills, Pasadena, Maryland in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 16th day of March 1962 at 11:00 o'clock A. M. attend on the premises and then and there sold the fee simple property known as 4100 Belle of Georgia Avenue, Blossom Hills, Pasadena, Maryland, and described in the attached advertisement of sale to the Administrator of Veterans Affairs, at and for the sum of Fourteen thousand one hundred fifty and 00/100 cash upon ratification of sale, the said Administrator of Veterans Affairs - - BEING THE HIGHEST BIDDER THEREFOR.

James W. Blackhurst
James W. Blackhurst, Trustee

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

I HEREBY CERTIFY, That on this 16th day of March 19 62 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, ~~of Baltimore~~ personally appeared James W. Blackhurst

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

FILED

As witness my hand and Notarial Seal,

1962 MAR 19 AM 11:05

Mildred P. Brice
Notary Public.

13

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

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
4100 Belle of Georgia Avenue
Blossom Hills
Pasadena, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,838) J. S. GLEASON, JR., Administrator of Veterans Affairs vs. JACK P. MEARS and MARYETTA B. MEARS, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Fri., March 16, 1962

11:00 o'clock A.M.

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

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2," dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and now recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. In fee simple.

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

Improved by a brick and frame ranch type house, five rooms, three bedrooms and bath with hot air oil heat and no basement.

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

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

JAMES W. BLACKHURST,
Trustee
E. T. NEWELL & CO.
Auctioneer

M-15

ORDER NISI

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

versus

JACK P. MEARS and MARYETTA B. MEARS, his wife, 4100 Belle of Georgia Avenue Blossom Hills, Pasadena, Maryland

LIBER 139 PAGE 219

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,838 Equity

Ordered, this 19th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by JAMES W. BLACKHURST, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of April next.

The report states that the amount of sale was $ 14,150.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

JAMES W. BLACKHURST, Atty. Md. Gazette (For March 22nd Edition)

(Final Order)

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

versus

JACK P. MEARS and MARYETTA B. MEARS, his wife, 4100 Belle of Georgia Avenue Blossom Hills, Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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.

D. Bruce Dunbeck

JUDGE.

FILED

1962 APR 24 PM 12:17

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

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
4100 Belle of Georgia Avenue
Blossom Hills
Pasadena, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,838) J. S. GLEASON, JR., Administrator of Veterans Affairs vs. JACK P. MEARS and MARYETTA B. MEARS, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Fri., March 16, 1962
11:00 o'clock A.M.

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

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2," dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and now recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. In fee simple.

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

Improved by a brick and frame ranch type house, five rooms, three bedrooms and bath with hot air oil heat and no basement.

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

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

JAMES W. BLACKHURST,
Trustee
E. T. NEWELL & CO.
Auctioneer

M-15

FILED
1962
MAR 28 Pil 4:20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 220

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Trustee's Sale - Equity 14,838

Jack M. Mears

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 March, 1962. The first insertion being made the 22nd day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

OFFICE F

LIBER 139 PAGE 221

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,838

Jack P. Mears

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 April, 1962. The first insertion being made the 22nd day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,838 Equity
J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier
VERSUS
JACK P. MEARS and MARYETTA B. MEARS, his wife
4100 Belle of Georgia Avenue
Blossom Hills, Pasadena, Maryland

Ordered, this 19th day of March 1962, That the sale of the property in these proceedings mentioned made and reported by JAMES W. BLACKHURST, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of April next.

The report states that the amount of sale was $14,150.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
A-12

No. M. G. 22730

FILED
1962 APR 19 PM 1:20

Additional Bond #75 40 112

No 14,838 Eq.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 11 PAGE 338

LIBER 139 PAGE 222

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Hundred Fifty and 00/100 ($250.00) ----------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 19th day of February in the year of our Lord one thousand nine hundred and Sixty-two

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

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

vs:

Jack P. Mears and Maryetta B. Mears, h/w

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Patricia M. Barbara James W. Blackhurst (SEAL)
James W. Blackhurst

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

By Hubbard L. Volenick
Hubbard L. Volenick *Attorney-in-Fact*

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

FILED
1962 MAY 24 AM 9:55

Bond approved this 24 day of May, 1962
George T. Cromwell, Clerk

17

LIBER 139 PAGE 223

In the Case of

J. S. Gleason, Jr., Administrator of Veterans Affairs, Successor in office to Sumner G. Whittier

VS.

Jack P. Mears and Maryetta B. Mears, his wife,

In the

Circuit Court

For

Anne Arundel County

NO. 14,838 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.

May 29, 1962

John H. Hopkins, IV, Auditor.

FILED

1962 MAY 29 PM 3:43

Dr. J. S. Gleason, Jr., Administrator of Veterans Affairs, Successor in office to Sumner G. Whittier, vs. Jack P. Mears and Maryetta B. Mears, his wife, in ac.

To Trustee for fee and commissions as agreed with Mortgagee	175	oc	175	00
To Trustee for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - Stating this account	22	50	64	00
To Trustee for Expenses, viz:				
Capital Gazette Press - Advertising sale	63	00		
Capital Gazette Press - Order nisi, sale	15	00		
Speer Publications, Inc. - Handbills	14	10		
E. T. Newell & Co.,Inc. - Autioneer fee	30	00		
Fidelity and Deposit Co. - Bond Premium	56	60		
One-half Cost Federal documentary stamps	7	98		
1962 County and State taxes ~~=~~ adjusted (210.71) - 1/1/62 to 3/16/62 - 74days	42	77	229	45
To J.S.Gleason, Jr.,Administrator of Veterans Affairs, Successor in office to Sumner G.Whittier				
This balance on account of Mortgage claim	13,681	55	13,681	55
			14,150	00
Amount of Mortgage claim filed	14,041	84		
Interest on Principal balance of $13,711.30 from 12/1/61 to 6/13/62 - 194 days @ 5½%	409	73		
	14,451	57		
Cr. Amount allowed above	13,681	55		
Balance subject to decree in personam	770	02		

19

with James W. Blackhurst, Trustee Cr.

1962							
March	16	Proceeds of Sale	14,150	00		14,150	00
						14,150	00

LIBER 139 PAGE 226

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 14 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.

.....

.....

.....

1962 JUN 14 AM 11:12

George T. Cromwell Clerk

Per: B Fitzhugh, deputy

IN THE MATTER	*	
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY EQUITY NO. 14,793

** **

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey
Attorney named ~~in the Mortgage~~

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 JAN 22 PM 12:12

LIBER 139 PAGE 228 LIBER 1251 PAGE 575

~~No. 13,794 Equity~~
14,793 Equity

Form No. 1—County Fee

This Mortgage,

made this 14th day of November, in the year one thousand nine hundred and fifty eight, between WILSON J. GOULD and ANNABEL GOULD, 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 WILSON J. GOULD and ANNABEL GOULD, his wife,

the sum of Twenty Seven Thousand and 00/100 ($27,000.00) - - - - - - - - dollars,

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

By the payment of Two Hundred Twenty Seven and 85/100 ($227.85) - - - - - - - - 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.

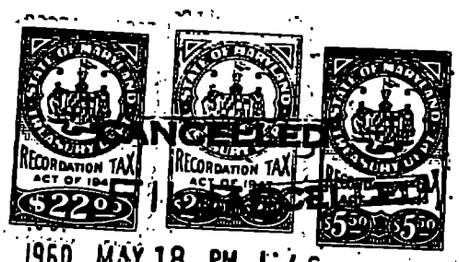
The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said WILSON J. GOULD and ANNABEL GOULD, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots, pieces, or parcels of ground situate,

lying and being in the Fifth election district of Anne Arundel County, State of Maryland, and described as follows: Being Lots Nos. 31, 32, 33, 34, 35, and 36, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same property conveyed to the within named Mortgagors, Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel in Liber GTC 1245, folio 405.



FILED
1962 JAN 22 PM 12:12

1960 MAY 18 PM 1:46

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever., SUBJECT, however, to restrictions of record.

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

And the said mortgagor(s) WILSON J. GOULD and ANNABEL GOULD, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey. its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey;as to both

Wilson J. Gould (SEAL)
Wilson J. Gould

(SEAL)

Annabel Gould (SEAL)
Annabel Gould

(SEAL)

4

5

LIBER 1251 PAGE 578

State of Maryland, Anne Arundel County, to wit: LIBER 139 PAGE 231

I HEREBY CERTIFY, that on this 14th 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, in and for Anne Arundel County, personally appeared WILSON J. GOULD and ANNABEL GOULD, 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. MD.

My commission expires on May 4, 1959.

Samuel M. Ivrey

Samuel M. Ivrey Notary Public.

1000

Rec'd for record Nov. 14 1958 at 3:08 PM

Mailed to Samuel M. Ivrey

3064

Mortgage

FROM

WILSON J. GOULD and

ANNABEL GOULD, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property: Lots 21, 32, 33, 34 35 and 36 Sec. U, Arundel Gardens 5th Dist. A.A.Co., Md.

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 10.00

RECEIVED FOR RECORD ANNE ARUNDEL COUNTY 958 NOV 14 PM 3 08 LAND RECORDS OF ANNE ARUNDEL COUNTY

RECORDED IN LIBER GTC 1251 FOLIO 575 ... CLERK

SAMUEL M. IVREY ATTORNEY AT LAW 144 GLOUCESTER STREET ANNAPOLIS, MD.

29.70

Property:

Description approved

Execution approved

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

IN THE MATTER		
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 14,793

* *

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 sa id County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federa l 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 19 day of January, 1962.

Katherine S. Russell
Notary Public
My Commission Expires: May 8, 1963

KATHERINE S. RUSSELL NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 JAN 22 PM 12:12

6

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILSON J. GOULD and ANNABEL GOULD, his wife	* * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,793

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association, under the Mortgage to the said Association from Wilson J. Gould and Annabel Gould, his wife, dated 14th November 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1251, folio 575. Said mortgage being in default.

Balance due through January 31, 1962	$23,065.89
Interest to February 20, 1962	76.80
	$23,142.69

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of January, 1962, 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
1962 JAN 22 PM 12:12

7

GLOBE INDEMNITY COMPANY

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

LIBER 139 PAGE 234

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Equity #14,793

Bond No.

LIBER 11 PAGE 249

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-four Thousand and 00/100 ($24,000.00) 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 19th day of February, 1962.

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Wilson J. Gould and Annabel Gould, his wife bearing date on or about the 14th day of November, 1958, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in la

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

Samuel M. Ivrey (SEA
PRINCIPAL

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

Bond approved this 19th day of February, 1962
George T. Cromwell, Clerk

FILED

1962 FEB 23 PM 2:09

GLOBE INDEMNITY COMPANY

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

LIBER 139 PAGE 235

EXECUTIVE OFFICES
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

LIBER 11 PAGE 253

Bond No. 364143

Equity #14,793

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Hundred Dollars ($800.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 19th day of February, 1962.

WHEREAS by virtue of a power of sale contained in a Mortgage from Wilson J. Gould and Annabel Gould, bearing date on or about November 14, 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 21st day of February, 1962

George T. Crommelin, Clerk

Ethel M. Carle

Ethel M. Carle FILED

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Arundel Gardens
619-621-623 Cedar Hill Road
Fifth Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated November 14th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1251, folio 575, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

Tues., Feb. 20, 1962
at 11:00 o'clock A. M.

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County Maryland, being Lots Nos. 31, 32, 33, 34, 35 & 36, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1245, folio 405.

This property is improved by three one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and gas hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, Attorney
144 Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer.

F-15

No. 9A

OFFICE 17,793

Maryland Gazette

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

LIBER 139 PAGE 236

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1962

We hereby certify, that the annexed

Attorney's Sale
Wilson J. Gould
619-621-623 Cedar Hill Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th 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

ROBERT H. CAMPBELL LIBER 139 PAGE 237 14793 Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

ARUNDEL GARDENS
619 - 621 - 623 CEDAR HILL ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated November 14th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1251, folio 575, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

TUESDAY, FEBRUARY 20, 1962

AT 11:00 O'CLOCK A. M.

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots Nos. 31, 32, 33, 34, 35 & 36, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1245, folio 405.

This property is improved by three one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and gas hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

FILED
1962 MAR -2 PM 4:28

lo

I/WE HEREBY CERTIFY THAT I/WE PURCHASED THE PROPERTY DESIGNATED AS 619 CEDAR HILL ROAD, BEING ONE OF THE PROPERTIES DESCRIBED ON THE REVERSE SIDE OF THIS HANDBILL AT AND FOR THE PRICE OF $ 8,300.00, AND I/WE AGREE TO ABIDE BY THE TERMS THEREIN.

WITNESS MY/OUR HANDS AND SEALS THIS 20TH DAY OF FEBRUARY, 1962.

WITNESS:

ANNAPOLIS FEDERAL S. & L. ASS'N (SEAL)

BY: R. Gardiner Chaney (SEAL)
PRESIDENT

I HEREBY CERTIFY THAT I SOLD PROPERTY DESCRIBED AS LOTS 35 AND 36, SECTION U, ARUNDEL GARDENS, COMMONLY KNOWN AS 619 CEDAR HILL ROAD TO ANNAPOLIS FEDERAL S. & L. ASS'N. AT AND FOR THE PRICE OF $ 8,300.00, HE/THEY BEING THEN AND THERE THE HIGHEST BIDDER THEREFORE.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF FEBRUARY, 1962.

WITNESS:

SAMUEL M. IVREY

Robert H. Campbell (SEAL)
ROBERT H. CAMPBELL, AUCTIONEER

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 20TH DAY OF FEBRUARY, 1962, 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, WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION HAS PURCHASED ONE OF THE PROPERTIES DESCRIBED ON REVERSE HEREOF KNOWN AS 619 CEDAR HILL ROAD, AT AND FOR THE SUM OF $8,300.00; A DEPOSIT OF $830.00 MADE AT THE TIME AND PLACE OF SALE; AND AGREES TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.
2. THAT HE IS AN OFFICER ACTING FOR SAID ASSOCIATION.
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.

SAMUEL M. IVREY, NOTARY PUBLIC

My Commission Expires:
May 6, 1963

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

BY: R. Gardiner Chaney
R. GARDINER CHANEY, PRESIDENT

FILED
1962 MAR -2 PM 4:28

11

IN THE MATTER	*	LIBER 139 PAGE 239
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY EQUITY NO. 14,793

* *

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 "Maryland Gazette", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the location of the lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, on Tuesday, February 20, 1962, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots Nos. 35 and 36, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5,(619 Cedar Hill Rd.).

BEING THE SAME PARCEL OF GROUND conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1245, folio 405.

Said property being sold to Annapolis Federal Savings and Loan Association at and for the sum of Eighty-three hundred and 00/100 ($8,300.00) Dollars, it being at that price then and there the highest bidder therefor.

FILED

1962 MAR -2 PM 4:28

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 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.

Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

14793

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

LIBER 139 PAGE 241

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

ARUNDEL GARDENS
619 - 621 - 623 CEDAR HILL ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of s a l e contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated November 14th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1251, folio 575, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

TUESDAY, FEBRUARY 20, 1962

AT 11:00 O'CLOCK A. M.

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots Nos. 31, 32, 33, 34, 35 & 36, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded a m o n g the Land Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1245, folio 405.

This property is improved by three one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and gas hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

FILED

1962 MAR -2 PM 4:28

I/WE HEREBY CERTIFY THAT I/WE PURCHASED THE PROPERTY DESIGNATED AS 621 CEDAR HILL ROAD, BEING ONE OF THE PROPERTIES DESCRIBED ON THE REVERSE SIDE OF THIS HANDBILL AT AND FOR THE PRICE OF $ 8,300.00, AND I/WE AGREE TO ABIDE BY THE TERMS THEREIN.

WITNESS MY/OUR HANDS AND SEALS THIS 20TH DAY OF FEBRUARY, 1962.

WITNESS:

Samuel M. Ivrey

ANNAPOLIS FEDERAL S. & L. ASS'N (SEAL)

By: R. Gardiner Chaney (SEAL)
PRESIDENT

I HEREBY CERTIFY THAT I SOLD PROPERTY DESCRIBED AS LOTS 33 AND 34, SECTION U, ARUNDEL GARDENS, COMMONLY KNOWN AS 621 CEDAR HILL ROAD TO ANNAPOLIS FEDERAL S. & L. ASS'N. AT AND FOR THE PRICE OF $ 8,300.00, HE/THEY BEING THEN AND THERE THE HIGHEST BIDDER.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF FEBRUARY, 1962.

WITNESS:

Samuel M. Ivrey

Robert H. Campbell (SEAL)
ROBERT H. CAMPBELL, AUCTIONEER

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS

I HEREBY CERTIFY, THAT ON THIS 20TH DAY OF FEBRUARY, 1962, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION, WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION HAS PURCHASED ON OF THE PROPERTIES DESCRIBED ON REVERSE HEREOF KNOWN AS 621 CEDAR HILL ROAD, AT AND FOR THE SUM OF $8,300.00; A DEPOSIT OF $830.00 MADE AT THE TIME AND PLACE OF SALE; AND AGREES TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.
2. THAT HE IS AN OFFICER ACTING FOR SAID ASSOCIATION.
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.

My Commission Expires:
May 6, 1963

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney
R. GARDINER CHANEY, PRESIDENT

FILED

1962 MAR -2 PM 4:28

15

IN THE MATTER	*	LIBER 139 PAGE 243
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY EQUITY NO. 14,793

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

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 "Maryland Gazette", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the location of the lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, on Tuesday, February 20, 1962, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots Nos. 33 and 34, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5, (621 Cedar Hill Road).

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1245, folio 405.

Said property being sold to Annapolis Federal Savings and Loan Association at and for the sum of Eighty three hundred and 00/100 ($8,300.00) Dollars, it being at that price then and there the highest bidder therefor.

1962 MAR -2 PM 4:23

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

16

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 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.

Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

17

14793

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

LIBER 139 PAGE 245

ATTORNEY'S SALE

—OF VALUABLE—

Improved Real Estate

ARUNDEL GARDENS
619 - 621 - 623 CEDAR HILL ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of s a l e contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated November 14th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1251, folio 575, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

TUESDAY, FEBRUARY 20, 1962

AT 11:00 O'CLOCK A. M.

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots Nos. 31, 32, 33, 34, 35 & 36, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded a m o n g the Land Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1245, folio 405.

This property is improved by three one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and gas hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

FILED

1962 MAR -2 PM 4:28

18

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

LIBER 139 PAGE 246

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 23rd DAY OF FEBRUARY, 1962, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND CITY AFORESAID, PERSONALLY APPEARED GILBERT M. STOVER, PRESIDENT OF NORTH SHORE BUILDING CORPORATION, WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT NORTH SHORE BUILDING CORPORATION HAS PURCHASED ONE OF THE PROPERTIES DESCRIBED ON REVERSE SIDE HEREOF, KNOWN AS 623 CEDAR HILL ROAD, AT AND FOR THE SUM OF $8,200.00; A DEPOSIT OF $820.00 MADE AT THE TIME AND PLACE OF SALE; AND AGREES TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE IS AN OFFICER ACTING FOR SAID CORPORATION

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:

Madeline F. Scott
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 6, 1963.

NORTH SHORE BUILDING CORPORATION

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

BY: Gilbert M. Stover
GILBERT M. STOVER, PRESIDENT

FILED
1962 MAR -2 PM 4:28

19

IN THE MATTER	*	LIBER 139 PAGE 247 IN THE
OF THE	*	
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY EQUITY NO. 14,793

* *

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 "Maryland Gazette", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the location of the lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, on Tuesday, February 20, 1962, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots Nos. 31 and 32, in Section U as shown on the Plat of Arundel Gardens, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5, (623 Cedar Hill Road).

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated October 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1245, folio 405.

Said property being sold to North Shore Building Corporation at and for the sum of Eighty-two hundred and 00/100 ($8,200.00) Dollars, it being at that price then and there the highest bidder therefor.

FILED

1962 MAR -2 PM 4:28

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

20

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 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.

Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

21

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILSON J. GOULD and ANNABEL GOULD, his wife

LIBER 139 PAGE 249

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,793 Equity

Ordered, this 2nd day of March, 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 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 sales was $24,800.00

George T. Cromwell Clerk.

True Copy,

TEST: Maryland Gazette (for Mar. 8 edition) Clerk.

Samuel M. Ivrey, Atty.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILSON J. GOULD and ANNABEL GOULD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th 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.

Matthew L. Evans JUDGE.

FILED

1962 APR 10 PM 3:34

2

LIBER 139 PAGE 250

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. 14,793 Equity
In the Matter of the Mortgaged Real Estate of
WILSON J. GOULD and
ANNABEL GOULD, his wife

, Ordered, this 2nd day of March, 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 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 sales was $24,800.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
M-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,793

Wilson J. Gould

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.

FILED
1962 MAR 29 PM 3:27

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 28652

By Hazel Tilghman

23

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE
VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,793 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 16, 1962

John H. Hopkins, IV Auditor.

FILED
1962 MAY 16 PM 3:47

1962 MAY 16 PM 3:47

Dr. In The Matter Of The Mortgaged Real Estate of Wilson J. Gould and Annabel Gould, his wife

in ac.

To Attorney for fee, viz:	35	00		
To Attorney for Commissions, viz:				
Sale of No. 619 Cedar Hill Road	279	00		
Sale of No. 621 Cedar Hill Road	279	00		
Sale of No. 623 Cedar Hill Road	278	66	871	66
To Attorney for Court costs, viz:				
Plaintiff's Solicitors appearance fee	10	00		
Clerk of Court - Court costs	31	00		
Auditor - Stating this account	67	50	108	50
To Attorney for expenses, viz:				
Capital Gazette Press - Advertising sale	63	00		
Capital Gazette Press - Order Nisi, sale	15	00		
Speer Publications - Handbills	13	96		
Globe Indemnity Co. - Bond Premium	99	20		
Robert H. Campbell - Auctioneer fee	135	00		
One-hald cost Federal documentary stamps	14	04		
One-half cost State documentary stamps	28	05		
1962 State and County taxes - 619 Cedar Hill Rd. (179.97 + 2.54 interest) 1 month and 20 days	27	53		
1961 Anne Arundel County Sabitary Commission water assessment - 619 Cedar Hill Road	19	34		
1962 A.A.C.S.Comm. water Assessment - 619 Cedar Hill Road (17.76) adjusted to 2/20/62	2	72		
Water rent - 619 Cedar Hill Road- Adj. to 2/20/62	1	62		
1962 State and County taxes - 621 Cedar Hill Rd. (179.98 + 2.54 interest) 1 month and 20 days	27	54		
1961 Anne Arundel County Sanitary Commission water assessment - 621 Cedar Hill Road	19	34		
1962 AASC Water assessment - 621 Cedar Hill Rd. (17.76) adjusted to 2/20/62	2	72		
1962 State and County taxes - 623 Cedar Hill Rd. (179.98 + 2.54 interest) 1 month and 20 days	27	54		
1961 Anne Arundel County Sanitary Commission Water assessment - 623 Cedar Hill Road	19	34		
1962 AASC Water assessment - 623 Cedar Hill Rodd (17.76) adjusted to 2/20/62	2	72		
Water rent - 623 Cedar Hill Rd.- Adj. to 2/20/62	8	80		
Katherine S. Russell - Notary fees	2	00		
Madeline F. Scott - Notary fee		50	529	96
To Annapolis Federal Savings & Loan Association In Full for Claim filed	23,142	69		
On account interest on principal balance (23,065.89) 2/20/62 to 5/31/62 @ 6% = $379.20	235	75	23,378	44
			24,888	56
Interest due on principal balance as above	379	20		
Credit: Amount allowed above	235	75		
Balance subject to decree in personam	143	45		

25

with Samuel M. Ivrey, Attorney Named In Mortgage

Cr.

1962				
Feb.	20	Proceeds of sale - 619 Cedar Hill Road	8,300 00	8,300 00
Feb.	20	Proceeds of sale - 621 Cedar Hill Road	8,300 00	8,300 00
Feb.	20	Proceeds of sale - 623 Cedar Hill Road	8,200 00	
		Interest on balance purchase money (7,380.00) 2/20/62 to 5/2/62	88 56	8,288 56
				24,888 56

LIBER 139 PAGE 254

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 1st day of June, 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 JUN -1 AM 9:57

George T. Cromwell, Clerk

per acj - Deputy

LIBER 139 PAGE 255

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
WILSON J. GOULD and ANNAB EL GOULD, his wife	*	EQUITY NO. 14,794

* *

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey
Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 JAN 22 PM 12:12

LIBER 139 PAGE 256
LIBER 1199 PAGE 319

Form No. 1—County Fee

No. 13,797 County
No 14,794 Equity

This Mortgage, made this 25th day of April ,

in the year one thousand nine hundred and Fifty-eight , between

WILSON J. GOULD and ANNABEL GOULD, his wife, of

Baltimore City , in the State of Maryland, Mortgagor (s), and

Annapolis
~~Enterprise~~ Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis ~~Enterprise~~ Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to WILSON J. GOULD and ANNABEL GOULD, his wife,

the sum of Twenty-seven Thousand Five Hundred and 00/100 ($27,500.00)------- dollars,

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

By the payment of Two Hundred Thirty-two and 07/100 ($232.07)----------

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 WILSON J. GOULD and ANNABEL GOULD, his wife,

do(th) grant, convey and assign unto said Annapolis ~~Enterprise~~ Federal Savings and Loan Association of Annapolis,

Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate,

lying and being in the Fifth election district of Anne Arundel County, State of Maryland, and described as follows:

1. ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being lots 102, 103 and 104, Section Q, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING part of the land which by deed dated October 21, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH 497, folio 370, was conveyed by William H. Muhly and Lillian B. Muhly, his wife, to Charles E. Wheeler.

AND BEING the same property conveyed to the within named Mortgagors, Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, April 24, 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

FILED
1962 JAN 22 PM 12:12

FILED
1960 MAY 18 PM 1:46

3

2. ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 47, 48, 49 and 50, Section U, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING the same property conveyed to Charles E. Wheeler by deed from Edward J. Kessler, unmarried, dated February 7, 1941, and recorded among the Land Records of Anne Arundel County in Liber JHH 235, folio 22.

AND BEING the same property conveyed to the within named Mortgagors, Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, April 24, 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to Restrictions, FSR 39, folio 210.

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) WILSON J. GOULD and ANNABEL GOULD, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said ~~Enterprise~~ Annapolis Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

Wilson J. Gould (SEAL)

(SEAL)

Annabel Gould (SEAL)

(SEAL)

5

LIBER 139 PAGE 259 LIBER 1199 PAGE 322

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 25th day of April 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

WILSON J. GOULD and ANNABEL GOULD, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. GARDINER CHANEY, President of ~~Enterprise~~ Annapolis Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey - Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 4 1959.

Rec'd for record April 25 1958, at 2:55 P.M.
Mailed to Samuel M. Ivrey

#2

Mortgage

FROM

WILSON J. GOULD and

ANNABEL GOULD, his wife

TO

ANNAPOLIS ~~ENTERPRISE~~ FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots 102, 103 & 104, Sec. Q, Lots 47, 48, 49 & 50, Sec. U, Arundel Gardens ~~5th Dist., A.A. Co., Md.~~

Received for record 19 at o'clock M

Same day recorded in Liber No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $10.75

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

30 25

Property:

Description approved

Execution approved

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

IN THE MATTER	*	
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY
		EQUITY NO.

* *

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 19 day of January, 1962.

Katherine S. Russell
Notary Public
My Commission Expires: May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 JAN 22 PM 12:12

6

IN THE MATTER	*	LIBER 139 PAGE 261
	*	IN THE
OF THE	*	
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
	*	FOR
OF	*	
	*	ANNE ARUNDEL COUNTY
WILSON J. GOULD and ANNABEL GOULD, his wife	*	EQUITY NO. 14,794

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association, under Mortgage to the said Association from Wilson J. Gould and Annabel Gould, his wife, dated April 25th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 319, said Mortgage being in default.

Balance due through January 31, 1962	$14,568.10
Interest to February 20, 1962	48.40
	$14,616.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of January, 1962, 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 foregoing 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

NOTARY PUBLIC

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 JAN 22 PM 12:12

1

GLOBE INDEMNITY COMPANY

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

LIBER 139 PAGE 262

EXECUTIVE OFFICES
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Equity #14,794

Bond No.

LIBER 11 PAGE 250

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 **Sixteen Thousand and 00/100 ($16,000.00)** 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 **19th** day of **February** 19 **62**.

WHEREAS by virtue of a power of sale contained in a Mortgage from **Wilson J. Gould and Annabel Gould, his wife** bearing date on or about the **25th** day of **April** ,19**58** , the said **Samuel M. Ivrey** is authorized and impowered 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

WITNESS:

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
SURETY

Bond approved this 19th day of February, 1962

George T. Crompton, Clerk

FILED

FEB 19 PM 3:09

GLOBE INDEMNITY COMPANY

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

LIBER 139 PAGE 263

EXECUTIVE OFFICE: 150 WILLIAM STREET NEW YORK 38, NEW YORK
A STOCK COMPANY

LIBER 11 PAGE 254
Equity #14,794

Bond No. 364142

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Hundred Dollars ($400.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 19th day of February, 1962.

WHEREAS by virtue of a power of sale contained in a Mortgage from Wilson J. Gould and Annabel Gould, bearing date on or about April 25, 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 21st day of February, 1962

George T. Crommelin, Clerk

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Ethel M. Carle
Ethel M. Carle

FILED

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Arundel Gardens
605 & 607 Cedar Hill Road
Fifth Election District
Anne Arundel County
State of Maryland

Under and by virtue of the Power of Sale contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated April 25th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1199, folio 319, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

Tues., Feb. 20, 1962
at 11:30 o'clock A.M.

1. ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 102, 103 and 104, Section Q, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING part of the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1199, folio 317.

2. ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 47, 48, 49 and 50, Section U, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING part of the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1199 folio 317. SAVING AND EXCEPTING Lots 102, 103 and 104, Section Q, which have been released by Partial Release dated February 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1372, folio 86.

This property is improved by two one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and a hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, Attorney
144 Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

F-15

No. 10

OFFICE 14,794

Maryland Gazette

Published by LIBER 139 PAGE 264

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1962

We hereby certify, that the annexed

Attorney's Sale
Wilson J. Gould
605 & 607 Cedar Hill Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th 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

ROBERT H. CAMPBELL LIBER 139 PAGE 265 Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

ARUNDEL GARDENS
605 & 607 CEDAR HILL ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated April 25th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 319, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

TUESDAY, FEBRUARY 20, 1962

AT 11:30 O'CLOCK A. M.

1. **ALL THOSE LOTS OF GROUND** situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 102, 103 and 104, Section Q, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 317.

2. **ALL THOSE LOTS OF GROUND** situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 47, 48, 49 and 50, Section U, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING part of the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 317. **SAVING AND EXCEPTING** Lots 102, 103 and 104, Section Q, which have been released by Partial Release dated February 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1372, folio 86.

This property is improved by two one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and a hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

FILED
1962 MAR -2 PM 4:28

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 23rd DAY OF FEBRUARY, 1962, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND CITY AFORESAID, PERSONALLY APPEARED GILBERT M. STOVER, PRESIDENT OF NORTH SHORE BUILDING CORPORATION, WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT NORTH SHORE BUILDING CORPORATION HAS PURCHASED ONE OF THE PROPERTIES DESCRIBED ON REVERSE SIDE HEREOF, KNOWN AS 607 CEDAR HILL ROAD, AT AND FOR THE SUM OF $8,100.00; A DEPOSIT OF $810.00 MADE AT THE TIME AND PLACE OF SALE; AND AGREES TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE IS AN OFFICER ACTING FOR SAID CORPORATION.

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:

Madeline F. Scott

NOTARY PUBLIC

MY COMMISSION EXPIRES: May 6, 1963

NORTH SHORE BUILDING CORPORATION

BY: Gilbert M. Stover

GILBERT M. STOVER, PRESIDENT

Robert H. Campbell

ROBERT H. CAMPBELL, AUCTIONEER

FILED

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LIBER 139 PAGE 267

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
WILSON J. GOULD and ANNABEL GOULD, his wife	*	EQUITY NO. 14,794

* *

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 "Maryland Gazette", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the location of the lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, on Tuesday, February 20, 1962, at 11:30 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 47 and 48, Section U, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5, (607 Cedar Hill Road).

BEING part of the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 317. SAVING AND EXCEPTING Lots 102, 103 and 104, Section Q, which have been released by Partial Release dated February 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1372, folio 86.

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LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

Said property being sold to North Shore Building Corporation at and for the sum of Eighty-one hundred and 00/100 ($8,100.00) Dollars, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioner 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 26th day of February, 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.

Katherine S. Russell
Notary Public

My Commission Expires:
March 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

14

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

ARUNDEL GARDENS
605 & 607 CEDAR HILL ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Wilson J. Gould and Annabel Gould, his wife, dated April 25th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 319, default having occurred in said Mortgage, the undersigned will offer for sale at public auction on the premises as mentioned above on

TUESDAY, FEBRUARY 20, 1962

AT 11:30 O'CLOCK A. M.

1. ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 102, 103 and 104, Section Q, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 317.

2. ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 47, 48, 49 and 50, Section U, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5.

BEING part of the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 317. SAVING AND EXCEPTING Lots 102, 103 and 104, Section Q, which have been released by Partial Release dated February 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1372, folio 86.

This property is improved by two one and ½ story, frame and asbestos shingle dwellings, each containing six rooms, bath and full basement and a hot air heating system. Each property to be sold individually and only to the extent necessary for the payment of the mortgage debt and costs involved in foreclosure.

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

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

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15

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 23rd DAY OF FEBRUARY, 1962, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND CITY, PERSONALLY APPEARED GILBERT M. STOVER, PRESIDENT OF NORTH SHORE BUILDING CORPORATION, WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT NORTH SHORE BUILDING CORPORATION HAS PURCHASED ONE OF THE PROPERTIES DESCRIBED ON REVERSE SIDE HEREOF, KNOWN AS 605 CEDAR HILL ROAD, AT AND FOR THE SUM OF $8,300.00; A DEPOSIT OF $830.00 MADE AT THE TIME AND PLACE OF SALE; AND AGREES TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE IS AN OFFICER ACTING FOR SAID CORPORATION.

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:

Madeline F. Scott
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 6, 1963

NORTH SHORE BUILDING CORPORATION

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

BY: Gilbert M. Stover
GILBERT M. STOVER, PRESIDENT

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IN THE MATTER	*	LIBER 139 PAGE 271
OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
WILSON J. GOULD and ANNABEL GOULD, his wife	*	ANNE ARUNDEL COUNTY EQUITY NO. 14,794

* *

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 "Maryland Gazette", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the location of the lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, on Tuesday, February 20, 1962, at 11:30 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Fifth Election District of Anne Arundel County, Maryland, being Lots 49 and 50, Section U, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat No. 348, now Plat Book 15, folio 5. (605 Cedar Hill Road).

BEING part of the same property conveyed to Wilson J. Gould and Annabel Gould, his wife, by deed from Charles E. Wheeler and Marie A. Wheeler, his wife, dated April 24, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1199, folio 317. SAVING AND EXCEPTING Lots 102, 103 and 104, Section Q, which have been released by Partial Release dated February 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1372, folio 86.

FILED

1962 MAR -2 PM 4:28

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

17

Said property being sold to North Shore Building Corporation at and for the sum of Eighty-three hundred and 00/100 ($8,300.00) Dollars, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioner 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 26th day of February, 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.

Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

18

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE
OF WILSON J. GOULD and
ANNABEL GOULD, his wife
~~versus~~

LIBER 139 PAGE 273
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,794 Equity

Ordered, this 2nd day of March, 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 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 sales ~~xxde~~ was $ 16,400.00

George T. Crummell Clerk.

True Copy,

TEST: Maryland Gazette (for Mar. 8 edition) Clerk.

Samuel M. Ivrey, Atty
(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE
OF WILSON J. GOULD and ANNABEL BOULD, his
wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th 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.

Matthew S. Ennis JUDGE.

FILED

1962 APR 10 PM 3:33

19

LIBER 139 PAGE 274

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,794 Equity
In the Matter of the Mortgaged Real Estate of
WILSON J. GOULD and
ANNABEL GOULD, his wife

Ordered, this 2nd day of March, 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 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 sales was $16,400.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
M-29

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 29, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,794 Wilson J. Gould 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.

FILED

No. M. G. 286 1962 MAR 29 PM 3:27

By Hazel Tilghman

LIBER 139 PAGE 275

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE
VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,794 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 16, 1962

John H. Hopkins, IV Auditor.

FILED

1962 MAY 16 PM 3:37

Dr. In The Matter of The Mortgaged Real Estate of Wilson J. Gould and Annabel Gould, his wife in ac.

To Attorney for fee, viz:	35	00		
To Attorney for commissions, viz:				
Sale of No. 607 Cedar Hill Road	275	63		
Sale of No. 605 Cedar Hill Road	281	69	592	32
To Attorney for Court costs, viz:				
Plaintiff's Solicitors appearance fee	10	00		
Clerk of Court - Court costs	31	00		
Auditor - stating this account	45	00	86	00
To Attorney for expenses, viz:				
Capital Gazette Press - Advertising sale	82	24		
Capital Gazette Press - Order Nisi, sale	15	00		
Speer Publications, Inc. - Handbills	14	74		
Globe Indemnity Co. - Bond premium	65	60		
Robert H. Campbell - Auctioneer fee	90	00		
One-half cost Federal documentary stamps	9	36		
One-half cost State documentary stamps	18	70		
1962 State and County taxes - 607 Cedar Hill Rd. (179.97 + 2.54 interest) 1 month and 20 days	27	54		
1961 Anne Arundel County Sanitary Commission water Assessment - 607 Cedar Hill Road	18	57		
1962 A.A.County water assessment - 607 Cedar Hill Road - (17.05) 1 month and 20 days	2	45		
Water Rent - 607 Cedar Hill Rd. adjusted to 2/20/62	7	80		
1962 State and County taxes - 605 Cedar Hill Road (179.97 + 2.54 interest) 1 month and 20 days	27	54		
1961 Anne Arundel County Water Assessment, Sanitary Commission - 605 Cedar Hill Road	19	34		
1962 Water Assessment - 605 Cedar Hill Road (17.50 + .26 interest) adjusted to 2/20/62	2	72		
Katherine S. Russell - Notary fees	1	50		
Madeline F. Scott - Notary fees	1	00	404	10
To Annapolis Federal Savings and Loan Assn. In full for claim filed	14,616	50		
Interest on principal balance ($14,568.10) 2/20/62 to 5/31/62 @ 6%	240	50	14,857	00
To Wilson J. Gould and Annabel Gould, his wife, Mortgagors - Surplus	637	70	637	70
			16,577	12

with Samuel M. Ivrey, Attorney Named In Mortgage Cr.

1962				
Feb.	20	Proceeds of sale - 607 Cedar Hill Road	8,100 00	
		Interest on balance purchase money (7,290.00) 2/20/62 to 5/2/62	87 54	8,187 54
Feb.	20	Proceeds of sale - 605 Cedar Hill Road	8,300 00	
		Interest on balance purchase money (7,470.00) 2/20/62 to 5/2/62	89 58	8,389 58
				16,577 12

23

LIBER 139 PAGE 278

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 1st 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.

FILED

1962 JUN -1 AM 9:54

George T. Cromwell, Clerk

per aej - Deputy

24

LIBER 139 PAGE 279

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
SYDNEY G. NORFOLK and	*	FOR
ETHEL A. NORFOLK, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14866 EQUITY

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

MR. CLERK:

Please docket this case and file the original Mortgage, Assignment, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, Assignee

SAMUEL M. IVREY, Assignee
144 Duke of Gloucester ~~Street~~
Annapolis, Maryland

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 MAR -1 PM 3:02

L 417
4139

LIBER 1074 PAGE 561

LIBER 139 PAGE 280

P U R C H A S E M O N E Y

MORTGAGE

No. 14,866 Eq.

Purchase Money

THIS MORTGAGE, Made this 30th day of October, A.D. 1956, by and between SYDNEY G. NORFOLK and ETHEL A. NORFOLK, his wife, of Anne Arundel County, Maryland,

hereinafter called the Mortgagor, and ARUNDEL BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland,

hereinafter called the Mortgagee.

WHEREAS, the Mortgagors are members of said body corporate, and have received therefrom an advance of Eight Thousand Dollars ($8,000.00), the due execution of this Mortgage having been a condition precedent to the granting of said advance; and

WHEREAS, the Mortgagors are justly indebted to the Mortgagee for borrowed money in the principal sum of Eight Thousand Dollars ($8,000.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the offices of Arundel Building and Loan Association, Inc., 11 School Street, Annapolis, Maryland, in monthly installments of Eighty Dollars ($80.00), commencing on the first day of December 1956, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June 1968; the privilege is reserved to pay this debt in whole or in an amount equal to one (1) or more monthly payments on the principal that are next due on the first day of any month prior to maturity, provided, however, that when and if such prepayment in full is for the purpose of refinancing this loan, then a three per cent (3%) premium on the unpaid principal balance of this loan shall be paid by the said Mortgagors for the privilege of such prepayment; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest and the performance of all the covenants and conditions herein contained should be secured by the execution of these presents, the proceeds hereof being a part of the purchase money of the property hereinafter described and conveyed to the Mortgagors by deed of even date herewith; and

WHEREAS, this Mortgage shall also secure future advances as provided by Article 66, Section 2, Annotated Code of Maryland, 1956 Cumulative Supplement, or any amendment thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, for and in considera-

tion of the premises and the sum of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, adjacent to the Village of Eastport, known and designated as Lot No. 27 on Plat "B" of William H. Burns' 2nd Addition to Eastport, which said plat is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 49, folio 436, and which is more particularly described as follows:

BEGINNING for the same at a point in the northeast side of Spa Street distant in a northwesterly direction 279 feet from the North corner of Severn Avenue and said Spa Street, as laid down on said plat; and running thence in a northwesterly direction and with the northeast side of said Spa Street, 56 feet; thence in a northeasterly direction 136.5 feet to an alley 15 feet wide; thence, with said alley in a southeasterly direction 53 feet; thence, in a southwesterly direction 142 feet, more or less, to the place of beginning.

BEING the same property which was conveyed to the Mortgagors herein by Edward O. Norfolk, widower, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Eight Thousand - - - - - Dollars ($8000.00), said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandible; and it shall be lawful for the said Mortgagee, or Matthew S. Evans, its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Seventy-Five - - Dollars ($75.00 - -) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

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

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

Witness:

Viola J. Brown
Viola J. Brown

Sydney G. Norfolk (SEAL)

Ethel A. Norfolk (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL LIBER 139 PAGE 283 to wit: LIBER 1074 PAGE 564

I HEREBY CERTIFY, That on this 30th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SYDNEY G. NORFOLK and ETHEL A. NORFOLK, his wife,

the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared MATTHEW S. EVANS, Attorney for within Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Viola J. Brown
Viola J. Brown *Notary Public*

Rec'd for record Oct. 30 1956 at 2:45 P.M.
Mailed to McWilliams, Evans & McAbee

MORTGAGE

SYDNEY G. NORFOLK and ETHEL A. NORFOLK, his wife

...TO...

ARUNDEL BUILDING AND LOAN ASSOCIATION, INC.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 OCT 30 PM 2:45
& RECORDED IN LIBER GTC NO. 1074 FOLIO 561
GEO. I. CROMWELL, CLERK

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
ANNAPOLIS, MD.

For value received, Arundel Building and Loan Association, Inc., assigns the within mortgage and the debt to

Annapolis Federal Savings and Loan Association

In witness whereof, said Arundel Building and Loan Association, Inc., has caused this assignment to be executed in its name by its President and its corporate seal duly attested by its Secretary hereunto affixed this 1st day of July 1961

Arundel Building & Loan Association, Inc.

Attest: Mary A. Munroe Sec'y By: Matthew S. Evans Pres.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 JUL -3 PM 3:12
& RECORDED IN LIBER GTC NO. 1074 FOLIO 564
GEO. I. CROMWELL, CLERK

FOR VALUE RECEIVED, Annapolis Federal Savings and Loan Association does hereby assign the within mortgage and the debt secured thereby to Samuel M. Ivrey, Assignee, for the purpose of foreclosure.

FILE IN EQUITY NO. 14,866

AS WITNESS the signature of its President and its corporate seal duly attested hereunto affixed this 23 rd. day of February, 1962.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST: Brendan O'Dwyer Exec. Sec'y. By: R. Gardiner Chaney President

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 MAR -1 PM 3:02
& RECORDED IN LIBER GTC NO. 1074 FOLIO 564
GEO. I. CROMWELL, CLERK

LIBER 139 PAGE 284

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
SYDNEY G. NORFOLK and	*	FOR
ETHEL A. NORFOLK, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14866 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the Arundel Building and Loan Association from Sydney G. Norfolk and Ethel A. Norfolk, his wife, dated October 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 561, and assigned to Annapolis Federal Savings and Loan Association by Assignment dated July 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 564, said Mortgage being in default.

Balance due on principal to February 28, 1962	$5,892.87
Interest through March 27, 1962	26.73
	$5,919.60

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 in and for the State of Maryland aforesaid, personally appeared R. GARDINER CHANEY, President of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

SAMUEL M. IVREY Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 MAR -1 PM 3:02

LIBER 139 PAGE 285

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

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
SYDNEY G. NORFOLK and	*	FOR
ETHEL A. NORFOLK, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14,866 EQUITY

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

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

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendants herein and that to the best of his knowledge, information and belief

(1) said defendants are not in the Military service of the United States;

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

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

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

Samuel M. Ivrey
SAMUEL M. IVREY Affiant

SWORN TO AND SUBSCRIBED
before me this 1st day
of March , 1962.

Katherine S. Russell
Notary Public

My Commission Expires:
May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 MAR -1 PM 3:02

GLOBE INDEMNITY COMPANY

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

LIBER 139 PAGE 286

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

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 11 PAGE 284

Bond No.

Equity #14866

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 Six Thousand Five Hundred Dollars ($6,500.00) - - - - - - - - - - Current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of March, 19 62.

WHEREAS by virtue of a power of sale contained in a Mortgage from Sydney G. Norfolk and Ethel A. Norfolk to Annapolis Federal Savings and Loan Association - - - - - - - - - - - - - - - - , bearing date on or about the 30th day of October 19 56, the said Samuel M. Ivrey as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Samuel M. Ivrey - - - - - as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS:

Ethel M. Carle

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 27th day of March, 1962

George L. Cromwell, Clerk

FILED

1962 MAR 27 AM 10:37

ROBERT H. CAMPBELL - - LIBER 139 PAGE 287 - - - - - - - - -Auctioneer

ASSIGNEE'S SALE

— OF VALUABLE —

Improved Real Estate

SIXTH ELECTION DISTRICT 321 BURNSIDE STREET, EASTPORT — ANNAPOLIS, ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

Under and by virtue of the power of sale contained in the Mortgage from Sydney G. Norfolk and Ethel A. Norfolk, his wife, to Arundel Building and Loan Association, Inc., dated October 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 561, and assigned to Annapolis Federal Savings and Loan Association by Assignment dated July 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 564, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tuesday, March 27, 1962

AT ELEVEN O'CLOCK A. M.

ALL that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland adjacent to the Village of Eastport, known and designated as Lot No. 27 on Plat "B" of William H. Burns' 2nd Addition to Eastport, which said plat is recorded among the Land Records of Anne Arundel County in Liber GW No. 49, folio 436, and which is more particularly described as follows:

BEGINNING for the same at a point in the northeast side of Spa Street distant in a northwesterly direction 279 feet from the North corner of Severn Avenue and said Spa Street, as laid down on said plat; and running thence in a northwesterly direction and with the northeast side of said Spa Street, 56 feet; thence in a northeasterly direction 136.5 feet to an alley 15 feet wide; thence, with said alley in a southeasterly direction 53 feet; thence, in a southwesterly direction 142 feet, more or less, to the place of beginning.

BEING the same property which was conveyed to the said Sydney G. Norfolk and Ethel A. Norfolk, his wife, by deed from Edward O. Norfolk, widower, dated October 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 559.

The said property being improved by one frame dwelling containing eight rooms and bath, automatic heat, and a cottage containing three rooms and bath with stove heat.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale; balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

SAMUEL M. IVREY, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland

FILED
1962 MAR 28 PM 2:

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss. LIBER 139 PAGE 288

I HEREBY CERTIFY, THAT ON THIS 27TH DAY OF MARCH, 1962, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED GEORGE A. ERICKSON

WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT HAS PURCHASED THE PROPERTY DESCRIBED ON REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $7,150.00; A DEPOSIT OF $715.00 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 HE IS AN AGENT ~~XXXXXXXXXX~~ ACTING FOR HIMSELF AND HIS WIFE, EMMA L. ERICKSON.

3. THAT THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.

4. THATTTHE PURCHASER HAS NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE FROM BIDDING FOR THE SAID PROPERTY.

WITNESS:

Samuel W. Owen — George A. Erickson (SEAL)

Emma L. Erickson (SEAL)
Per [illegible]

Robert H. Campbell — Samuel W. [illegible]

ROBERT H. CAMPBELL, AUCTIONEER

NOTARY PUBLIC

My Commission Expires:
May 6, 1963

FILED
1962 MAR 28 PM 2:03

10

LIBER 139 PAGE 289

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
SYDNEY G. NORFOLK and	*	FOR
ETHEL A. NORFOLK, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14,866 EQUITY

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

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital" a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, March 27, 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 that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland adjacent to the Village of Eastport, known and designated as Lot No. 27 on Plat "B" of William H. Burns' 2nd Addition to Eastport, which said plat is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 49, folio 436, and which is more particularly described as follows:

BEGINNING for the same at a point in the northeast side of Spa Street distant in a northwesterly direction 279 feet from the North corner of Severn Avenue and said Spa Street, as laid down on said plat; and running thence in a northwesterly direction and with the northeast side of said Spa Street 56 feet; thence in a northeasterly direction 136.5 feet to an alley 15 feet wide; thence with said alley in a southeasterly direction 53 feet; thence in a southwesterly direction 142 feet, more or less to the place of beginning.

FILED

1962 MAR 28 PM 2:03

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

BEING the same property which was conveyed to the said Sydney G. Norfolk and Ethel A. Norfolk, his wife, by deed from Edward O. Norfolk, widower, dated October 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 559.

Said property being sold to George A. Erickson and Emma L. Erickson, his wife, at and for the sum of $7,150.00, they being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 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 SAMUEL M. IVREY, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing report of sale are true, as therein set forth, and that the sale was fairly made.

Notary Public

My Commission Expires:

May 6, 1963

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

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF SYDNEY G. NORFOLK and
ETHEL A. NORFOLK, his wife

versus

LIBER 139 PAGE 291
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,866 Equity

Ordered, this 28th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by SAMUEL M. IVREY, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 7,150.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

SAMUEL M. IVREY, Atty.
(Final Order)

Evening Capital (For March 30th Edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF SYDNEY G. NORFOLK and
ETHEL A. NORFOLK, his wife

versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of May, 1962 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett
JUDGE.

FILED
1962 MAY -9 AM 9:47

(3

GLOBE INDEMNITY COMPANY

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

LIBER 139 PAGE 292

EXECUTIVE OFFICES
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Bond No. 364184

Equity #14,866

LIBER 11 PAGE 291

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Hundred Fifty Dollars ($650.00), 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 2nd day of April, 1962.

WHEREAS by virtue of a power of sale contained in a Mortgage from Sydney G. Norfolk and Ethel A. Norfolk, his wife, bearing date on or about October 30, 1956, 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 2nd day of April, 1962

George L. Cromwell, Clerk

Ethel M. Earle

Ethel M. Earle

FILED

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

14

Legal Notice

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Sixth Election District
321 Burnside Street
Eastport - Annapolis
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Sydney G. Norfolk and Ethel A. Norfolk, his wife, to Arundel Building and Loan Association, Inc., dated October 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 561, and assigned to Annapolis Federal Savings and Loan Association by Assignment dated July 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 564, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage the undersigned, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tuesday,
March 27, 1962
at 11 o'clock A.M.

ALL that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, adjacent to the Village of Eastport, known and designated as Lot No. 27 on Plat "B" of William H. Burns' 2nd Addition to Eastport, which said plat is recorded among the Land Records of Anne Arundel County in Liber GW No. 49, folio 438, and which is more particularly described as follows:

BEGINNING for the same at a point in the northeast side of Spa Street distant in a northwesterly direction 279 feet from the North corner of Severn Avenue and said Spa Street, as laid down on said plat; and running thence in a northwesterly direction and with the northeast side of said Spa Street, 56 feet; thence in a northeasterly direction 136.5 feet to an alley 15 feet wide; thence, with said alley in a southeasterly direction 53 feet; thence, in a southwesterly direction 142 feet, more or less, to the place of beginning.

BEING the same property which was conveyed to the said Sydney G. Norfolk and Ethel A. Norfolk, his wife, by deed from Edward O. Norfolk, widower, dated October 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1074, folio 559.

The said property being improved by one frame dwelling containing eight rooms and bath, automatic heat, and a cottage containing three rooms and bath with stove heat.

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 the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale.

For further particulars apply to:
SAMUEL M. IVREY, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

M-23

No. 15

OFFICE
LIBER 139 PAGE 293

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1962

We hereby certify, that the annexed

Assignee's Sale 14866

Sydney G. Norfolk

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 2nd day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
APR 10 PM 4:07

By Hazel Tilghman

LIBER 139 PAGE 294 OFFI OF

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,866 EQUITY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SYDNEY G. NORFOLK and ETHEL A. NORFOLK, his wife

Ordered, this 28th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by SAMUEL M. IVREY, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7,150.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-20

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,866

Sydney G. Norfolk

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.

FILED

No. M. G. 27822 1962 MAY -8 PM 1:25 By Hazel Tilghman

14

LIBER 139 PAGE 295

In the Case of

In the matter of the Mortgaged Real Estate of
Sydney G. Norfolk and Ethel A. Norfolk, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,866 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 24, 1962

John H. Hopkins, IV

John H. Hopkins, IV Auditor.

FILED

1962 MAY 24 PM 4:16

17

Dr. In the matter of the Mortgaged Real Estate of Sydney G. Norfolk and Ethel A. Norfolk, his wife, in ac.

To Assignee for fee, viz.	75	00		
To Assignee for Commissions, viz.	246	43	321	43
To Assignee for Court Costs, viz.				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court costs	34	50		
Auditor - Stating this account	27	50	72	00
To Trustee for expenses, viz.				
Capital Gazette Press - Advertising Sale	84	00		
Capital Gazette Press - Order Nisi Sale	15	00		
Speer Publications - Handbills	14	87		
Globe Indemnity Co. - Bond Premium	28	60		
Robert H. Campbell - Auctioneer fee	45	00		
One-half cost Federal Documentary Stamps	4	13		
One-half cost State Documentary Stamps	8	25		
1961 State and County taxes	95	74		
1962 State and County Taxes (96.53) 1/1/62 to 3/27/62	23	99		
1960 City of Annapolis taxes	72	29		
1961 City of Annapolis taxes (68.35) 7/1/61 to 3/27/62	51	19		
City of Annapolis - Water rent (13.70 - 1/1/62 to 3/31/62) 1/1/62 to 3/29/62	13	14		
Katherine S. Russell - Notary fee		50		
Priscilla M. Cardell - Notary Fees	1	00	457	70
To Assignee for Liens, viz:				
Annapolis Federal Savings and Loan Assn. Mortgage claim filed	5,919	60		
Interest on principal balance of $5,892.87 from 3/27/62 to 6/8/62 - 73 days @ 6%	70	71	5,990	31
To U. S. Treasury Department - Internal Revenue Service - this balance on account of claim filed	372	92	372	92
			7,214	36

16

with Samuel M. Ivrey, Assignee of Mortgage

Cr.

1962							
March	27	Proceeds of Sale	7,150	00			
		Interest on unpaid Purchase Money ($6,435.00) 3/27/62 to 5/15/62	64	36	7,214	36	
					7,214	36	

ORDER NISI LIBER 139 PAGE 298

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 11th day of June, 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 JUN 11 AM 9:10 George T. Cromwell clerk
pro aj.

LIBER 139 PAGE 299

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CATALINO F. PASTOR and	*	FOR
ANNIE M. PASTOR, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14868 EQUITY

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

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey, Attorney
Named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 MAR -1 PM 3:02

LIBER 1148 368

LIBER 139 PAGE 300

Form No. 1—County Fee

No. 14868

PURCHASE MONEY

This Mortgage, made this 4th. day of September ,

in the year one thousand nine hundred and Fifty-seven , between

CATALINO F. PASTOR and ANNIE M. PASTOR, his wife, of

City of Washington, District of Columbia ~~on 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 CATALINO F. PASTOR and ANNIE M. PASTOR, his wife,

the sum of Three Thousand and 00/100 ------ ($3,000.00) ---------- dollars,

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

By the payment of Twenty-five and 32/100 ------- ($25.32)----------

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said CATALINO F. PASTOR and ANNIE M. PASTOR, his wife

do(es) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots , pieces , or parcels of ground situate,

lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

FIRST: BEGINNING for the same at the beginning of the land described in a deed from Placide to Kirchner (FSR 51, folio 495) said beginning point being a pipe set on the East side of the County Road leading from Oakland Chapel to Chalk Point and running from thence and with the first line of said conveyance South 77 degrees 42 minutes East 407.22 feet to a pipe thence North 14 degrees 24 minutes East 97.2 feet to a stone thence North 75 degrees 01 minute West 399 feet to the East side of the Chalk Point Road thence with the same South 18 degrees 21 minutes 40 seconds West 116.89 feet to the place of beginning. Containing one acre more or less.

SECOND: BEGINNING for the same at the beginning of land described in a deed from Placide to Kirchner (FSR 51, folio 495) at a pipe set on the East side of the road leading from Oakland Chapel to Chalk Point and running thence and with the first line of said conveyance South 77 degrees 42 minutes East 407.22 feet to a pipe thence North 14 degrees 24 minutes East 97.21 feet to a stone thence North 19 degrees 47 minutes East 101.87 feet to a point thence South 72 degrees 27 minutes

1962 MAR -1 PM 3:02

40 seconds East 123.64 feet to a nail in a cedar fence post thence South 18 degrees 58 minutes 10 seconds West 435.29 feet to a stone thence North 75 degrees 38 minutes 30 seconds West 521.2 feet to a stone on the East side of the Chalk Point Road thence with the same North 18 degrees 21 minutes 40 seconds East 228 feet to the place of beginning.

SAVING AND EXCEPTING, therefrom, however, the following referred to parcels of ground:

1. A parcel containing 1.314 acres described in a deed from Oden Estep et al to David J. Buchsbaum dated June 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, folio 570.

2. A parcel containing 1.51 acres more or less described in a deed from Oden Estep and wife to David Julie Buchsbaum dated September 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 870, folio 118.

BEING part of the land which was conveyed by Deed dated January 16, 1954, from W. Taylor Leatherbury and Evelyn A. Leatherbury, his wife, to Oden McLean Estep and Margaret Irene Estep, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 60.

AND BEING the same property which was conveyed by Deed of even date from Oden McLean Estep and Margaret Irene Estep, his wife, to Catalino F. Pastor and Annie M. Pastor, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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.

LIBER 370

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.

LIBER 1148

And the said mortgagor(s) CATALINO F. PASTOR and ANNIE M. PASTOR, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

LIBER 139 PAGE 302

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey. its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Catalino F. Pastor (SEAL)
CATALINO F. PASTOR

(SEAL)

Annie M. Pastor (SEAL)
ANNIE M. PASTOR

(SEAL)

LIBER 139 PAGE 303

LIBER 1148 371

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 4th day of September in the year one thousand nine hundred and Fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared CATALINO F. PASTOR and ANNIE M. PASTOR, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey -- Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 4, 1959

Rec'd for record Sept. 5, 1957 at 11:36 A.M.

Mailed to Samuel M. Ivrey

#21

Mortgage

FROM

CATALINO F. PASTOR

and

ANNIE M. PASTOR, his wife.

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Near Oakland Chapel and Chalk Point, Seventh Property Election District, Anne Arundel County, State of Maryland.

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio & one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 10.50

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 139 PAGE 304

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CATALINO F. PASTOR and	*	FOR
ANNIE M. PASTOR, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11868 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from Catalino F. Pastor and Annie M. Pastor, his wife, said mortgage dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1148, folio 368; said Mortgage being in default.

Balance due on principal to February 28, 1962	$2,415.44
Interest to March 28, 1962	11.48
	$2,426.92

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 R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor, other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

SAMUEL M. IVREY, Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 MAR -1 PM 3:02

6

LIBER 139 PAGE 305

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

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CATALINO F. PASTOR AND	*	FOR
ANNIE M. PASTOR, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14868 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his knowledge, information and belief

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

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

(3) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military service;

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

Samuel M. Ivrey
Samuel M. Ivrey Affiant

SWORN TO AND SUBSCRIBED before me this 1st day of March, 1962.

Katherine S. Russell
Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 MAR -1 PM 3:02

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 139 PAGE 306

LIBER 11 PAGE 285

Equity #14,868

Bond No.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars ($4,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of March 19 62 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Catalino F. Pastor and Annie M. Pastor bearing date on or about the 9th day of September , 1957 , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden 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)
PRINCIPAL

WITNESS:
Ethel M. Cakle

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

Bond approved this 27th day of March 1962
George T. Cromwell Clerk

8

ROBERT H. CAMPBELL - - LIBER 139 PAGE 307 - - - - - - - -Auctioneer

ATTORNEY'S SALE

—OF VALUABLE—

Improved Real Estate

CHALK POINT ROAD, SEVENTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in the Mortgage from Catalino F. Pastor and Annie M. Pastor, his wife, said mortgage dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1148, folio 368, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Wednesday, March 28, 1962

AT ELEVEN O'CLOCK A. M.

ALL those lots, pieces, or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: BEGINNING for the same at the beginning of the land described in a deed from Placide to Kirchner (FSR 51, folio 495) said beginning point being a pipe set on the East side of the County Road leading from Oakland Chapel to Chalk Point and running from thence and with the first line of said conveyance South 77 degrees 42 minutes East 407.22 feet to a pipe thence North 14 degrees 24 minutes East 97.2 feet to a stone; thence North 75 degrees 01 minutes West 399 feet to the East side of the Chalk Point Road; thence with the same South 18 degrees 21 minutes 40 seconds West 116.89 feet to the place of beginning. Containing one acre, more or less.

SECOND: BEGINNING for the same at the beginning of land described in a deed from Placide to Kirchner (FSR 51, folio 495) at a pipe set on the East side of the road leading from Oakland Chapel to Chalk Point and running thence and with the first line of said conveyance South 77 degrees 42 minutes East 407.22 feet to a pipe; thence North 14 degrees 24 minutes East 97.21 feet to a stone; thence North 19 degrees 47 minutes East 101.87 feet to a point; thence South 72 degrees 27 minutes 40 seconds East 123.64 feet to a nail in a cedar fence post thence South 18 degrees 58 minutes 10 seconds West 435.29 feet to a stone; thence North 75 degrees 38 minutes 30 seconds West 521.2 feet to a stone on the East side of the Chalk Point Road; thence with the same North 18 degrees 21 minutes 40 seconds East 228 feet to the place of beginning.

SAVING AND EXCEPTING therefrom, however, the following referred to parcels of ground:

1. A parcel containing 1.314 acres described in a deed from Oden Estep et al to David J. Buchsbaum dated June 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 843, folio 570.

2. A parcel containing 1.51 acres, more or less, described in a deed from Oden Estep and his wife to David Julie Buchsbaum dated September 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 870, folio 118.

BEING part of the land which was conveyed by Deed dated January 16, 1954, from W. Taylor Leatherbury and Evelyn A. Leatherbury, his wife, to Oden McLean Estep and Margaret Irene Estep, his wife, and recorded among the Land Records of Anne Arundel County in Liber JHH 808, folio 60.

AND BEING the same property which was conveyed by deed dated September 4, 1957, from Oden McLean Estep and Margaret Irene Estep, his wife, to Catalino F. Pastor and Annie M. Pastor, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1148, folio 365.

THE SAID PROPERTY being improved by a two story wood shingle construction dwelling with six rooms and a space heater.

TERMS OF SALE: A deposit of Ten (10) percent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

SAMUEL M. IVREY,
Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1962 MAR 29 AM 11:33

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

LIBER 139 PAGE 309

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss.

I HEREBY CERTIFY, That on this 28th day of March, 1962, 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 who first being duly sworn, made oath in due form of law as follows:

1. That he/they/it purchased the property described on the reverse side hereof, at and for the sum of $ 2,500.00, a deposit of $ 250.00 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 he is an officer acting for Annapolis Federal Savings and Loan Association

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.

ATTEST:
~~WITNESS~~

Brendan O'Dwyer
Brendan O'Dwyer, Executive Secretary

Robert H. Campbell
Robert H. Campbell, Auctioneer

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney (SEAL)
R. Gardiner Chaney, President

(SEAL)

Samuel A. [illegible]
Notary Public

1962 MAR 29 [illegible]

LIBER 139 PAGE 310

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CATALINO F. PASTOR AND	*	FOR
ANNIE M. PASTOR, HIS WIFE	*	ANNE ARUNDEL COUNTY
		NO. 14,868 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY, FILED IN THESE PROCEEDINGS AUTHORIZED TO MAKE SALE OF THE PROPERTY THEREIN MENTIONED IN THE EVENT OF DEFAULT THEREUNDER RESPECTFULLY SHOWS;

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BOND WITH SURETY WHICH WAS DULY APPROVED AND HAVING GIVEN 20 DAYS NOTICE OF TIME, PLACE, MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE "EVENING CAPITAL", A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON WEDNESDAY, MARCH 28, 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, PIECES, OR PARCELS OF GROUND SITUATE, LYING AND BEING IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, AND DESCRIBED AS FOLLOWS:

FIRST: BEGINNING FOR THE SAME AT THE BEGINNING OF THE LAND DESCRIBED IN A DEED FROM PLACIDE TO KIRCHNER (FSR 51, FOLIO 495) SAID BEGINNING POINT BEING A PIPE SET ON THE EAST SIDE OF THE COUNTY ROAD LEADING FROM OAKLAND CHAPEL TO CHALK POINT AND RUNNING FROM THENCE AND WITH THE FIRST LINE OF SAID CONVEYANCE SOUTH 77 DEGREES 42 MINUTES EAST 407.22 FEET TO A PIPE THENCE NORTH 14 DEGREES 24 MINUTES EAST 97.2 FEET TO A STONE; THENCE NORTH 75 DEGREES 01 MINUTES WEST 399 FEET TO THE EAST SIDE OF THE CHALK POINT ROAD; THENCE WITH THE SAME SOUTH 18 DEGREES 21 MINUTES 40 SECONDS WEST 116.89 FEET TO THE PLACE OF BEGINNING. CONTAINING ONE ACRE, MORE OR LESS.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 MAR 29 AM 11:32

//

SECOND: BEGINNING FOR THE SAME AT THE BEGINNING LAND DESCRIBED IN A DEED FROM PLACIDE TO KIRCHNER (FSR 51, FOLIO 495) AT A PIPE SET ON THE EAST SIDE OF ROAD LEADING FROM OAKLAND CHAPEL TO CHALK POINT AND RUNNING THENCE AND WITH THE FIRST LINE OF SAID CONVEYANCE SOUTH 77 DEGREES 42 MINUTES EAST 407.22 FEET TO A PIPE; THENCE NORTH 14 DEGREES 24 MINUTES EAST 97.21 FEET TO A STONE; THENCE NORTH 19 DEGREES 47 MINUTES EAST 101.87 FEET TO A POINT; THENCE SOUTH 72 DEGREES 27 MINUTES 40 SECONDS EAST 123.64 FEET TO A NAIL IN A CEDAR FENCE POST THENCE SOUTH 18 DEGREES 58 MINUTES 10 SECONDS WEST 435.29 FEET TO A STONE; THENCE NORTH 75 DEGREES 38 MINUTES 30 SECONDS WEST 521.2 FEET TO A STONE ON THE EAST SIDE OF THE CHALK POINT ROAD; THENCE WITH THE SAME NORTH 18 DEGREES 21 MINUTES 40 SECONDS EAST 228 FEET TO THE PLACE OF BEGINNING.

SAVING AND EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING REFERRED TO PARCELS OF GROUND:

1. A PARCEL CONTAINING 1.314 ACRES DESCRIBED IN A DEED FROM ODEN ESTEP ET AL TO DAVID J. BUCHSBAUM DATED JUNE 22, 1954, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH 843, FOLIO 570.

2. A PARCEL CONTAINING 1.51 ACRES, MORE OR LESS, DESCRIBED IN A DEED FROM ODEN ESTEP AND HIS WIFE TO DAVID JULIE BUCHSBAUM DATED SEPTEMBER 30, 1954, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH 870, FOLIO 118.

BEING PART OF THE LAND WHICH WAS CONVEYED BY DEED DATED JANUARY 16, 1954, FROM W. TAYLOR LEATHERBURY AND EVELYN A. LEATHERBURY, HIS WIFE, TO ODEN MCLEAN ESTEP AND MARGARET IRENE ESTEP, HIS WIFE, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH 808, FOLIO 60.

AND BEING THE SAME PROPERTY WHICH WAS CONVEYED BY DEED DATED SEPTEMBER 4, 1957, FROM ODEN MCLEAN ESTEP AND MARGARET IRENE ESTEP, HIS WIFE, TO CATALIND F. PASTOR AND ANNIE M. PASTOR, HIS WIFE, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1148, FOLIO 365.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, A BODY CORPORATE AND DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AT AND FOR THE SUM OF $2,500.00, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

THE SAID PURCHASER HAS AGREED TO COMPLY WITH THE TERMS OF SALE.

THE AGREEMENT OF THE PURCHASER, CERTIFICATE OF THE AUCTIONEER AND REPORT OF SALE ARE FILED HEREWITH, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 28TH DAY OF MARCH, 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 FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

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

Priscilla M. Cordell

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CATALINO F. PASTOR
and ANNIE M. PASTOR, his wife
versus

LIBER 139 PAGE 313
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,868 Equity

Ordered, this 29th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by SAMUEL M. IVREY, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $ 2,500.00

George T. Crommucld Clerk.

True Copy,

TEST: Clerk.

SAMUEL M. IVREY, Atty.
(Final Order)

"Evening Capital" (For April 2nd Edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CATALINO F. PASTOR
and ANNIE M. PASTOR, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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.

D Barri Duckett
JUDGE.

FILED
1962 MAY -9 AM 9:47

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Chalk Point Road
Seventh Election District
Anne Arundel County

Under and by virtue of the power of sale contained in the Mortgage from Catalino F. Pastor and Annie M. Pastor, his wife, said mortgage dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1148, folio 368, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Wednesday, March 28, 1962 at 11 o'clock A.M.

ALL those lots, pieces, or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: BEGINNING for the same at the beginning of the land described in a deed from Placida to Kirchner (FSR 51, folio 495) said beginning point being a pipe set on the East side of the County Road leading from Oakland Chapel to Chalk Point and running from thence and with the first line of said conveyance South 77 degrees 42 minutes East 407.22 feet to a pipe thence North 14 degrees 24 minutes East 97.2 feet to a stone; thence North 75 degrees 01 minutes West 399 feet to the East side of the Chalk Point Raod; thence with the same South 18 degrees 21 minutes 40 seconds West 116.89 feet to the place of beginning. Containing one acre, more or less.

SECOND: BEGINNING for the same at the beginning of land described in a deed from Placide to Kirchner (FSR 51, folio 495) at a pipe set on the East side of the road leading from Oakland Chapel to Chalk Point and running thence and with the first line of said conveyance South 77 degrees 42 minutes East 407.22 feet to a pipe; thence North 14 degrees 24 minutes East 97.21 feet to a stone; thence North 19 degrees 47 minutes East 101.87 feet to a point; thence South 72 degrees 27 minutes 40 seconds East 123.64 feet to a nail in a cedar fence post thence South 18 degrees 58 minutes 10 seconds West 435.29 feet to a stona ; thence North 75 degrees 38 minutes 30 seconds West 521.2 feet to a stone on the East side of the Chalk Point Road; thence with the same North 18 degrees 21 minutes 40 seconds East 228 feet to the place of beginning.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 314

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1962

We hereby certify, that the annexed

Attorney's Sale 14,868

Catalino F. Pastor

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 March, 1962. The first insertion being made the 2nd day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 APR By Ethel Tilghman

SAVING AND EXCEPTING therefrom, however, the following referred to parcels of ground:

1. A parcel containing 1.314 acres described in a deed from Oden Estep et al to David J. Buchsbaum dated June 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 843, folio 570.

2. A parcel containing 1.51 acres, more or less, described in a deed from Oden Estep and wife to David Julie Buchsbaum dated September 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 870, folio 118.

BEING part of the land which was conveyed by Deed dated January 16, 1954, from W. Taylor Leatherbury and Evelyn A. Leatherbury, his wife, to Oden McLean Estep and Margaret Irene Estep, his wife, and recorded among the Land Records of Anne Arundel County in Liber JHH 808, folio 60.

AND BEING the same property which was conveyed by deed dated September 4, 1957, from Oden McLean Estep and Margaret Irene Estep, his wife, to Catalino F. Pastor and Annie M. Pastor, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1148, folio 385.

THE SAID PROPERTY being improved by a two story wood shingle construction dwelling with six rooms and a 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 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

SAMUEL M. IVREY
Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

M-23

OFFI OF

LIBER 139 PAGE 316

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,868 EQUITY
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CATALINO F. PASTOR. AND ANNIE M. PASTOR, HIS WIFE.

Ordered this 29th day of March, 1962, That the sale of the property in these proceedings mentioned, made and reported by SAMUEL M. IVREY, attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $2,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,868 Catalino F. Pastor, was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 27876 1962 MAY -8 PM 1:24

By Hazel Tilghman

In the Case of

In the Matter of the Mortgaged Real Estate of
Catalino F. Pastor and Annie M. Pastor, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,868 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.

May 24, 1962

John H. Hopkins, IV, **Auditor.**

FILED

1962 MAY 24 PM 4:13

Dr. In the Matter of the Mortgaged Real Estate of Catalino F. Pastor and Annie M. Pastor, his wife in ac.

To Attorney for fee, viz:	35	00		
To Attorney for Commissions, viz:	108	89	143	89
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court Costs	28	00		
Auditor - Stating this Account	22	50	60	50
To Attorney for Expenses, viz:				
Capital Gazette Press - Advertising Sale	115	52		
Capital Gazette Press - Order Nisi Sale	15	00		
Speer Publications - Handbills	15	68		
Globe Indemnity Co. - Bond Premium	16	00		
Robert H. Campbell - Auctioneer fee	45	00		
One-half cost Federal Documentary Stamps	1	38		
One-half cost State Documentary Stamps	2	75		
Katherine S. Russell - Notary Fee		50		
Priscilla M. Cordell - Notary Fee		50	212	33
To Annapolis Federal Savings and Loan Assn. Mortgagee, this balance on account of mortgage claim	2,139	06	2,139	06
			2,555	78
Amount of Mortgage Claim filed	2,426	92		
Interest on Principal balance of $2,415.44 from 3/28/62 to 6/8/62 - 72 days @ 6%	28	55		
	2,455	47		
Cr. Amount allowed above	2,139	06		
Balance subject to decree in personam	316	41		

with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1962							
March	28	Proceeds of Sale		2,500	00		
		Refund 1962 State and County taxes (74.00) 3/28/62 to 12/31/62		55	78	2,555	78
						2,555	78

LIBER 139 PAGE 320

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 11th day of June, 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.

per ag.

LIBER 139 PAGE 321

In the Matter of the Mortgaged	: No. 14,881	Equity
Real Estate of James P. Blake	: In the Circuit Court	
and Ethel H. Blake, his wife	: for	
	: Anne Arundel County	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1952 MAR 12 PM 3:32

L. 35 F. 79

LIBER 139 PAGE 322 LIBER 1133 PAGE 211

No. 14881 Eq.

First purchase money

This Mortgage,

made this 5th day of July in the year one thousand nine hundred and fifty-seven, between JAMES P. BLAKE and ETHEL H. BLAKE, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

SIX THOUSAND FIVE HUNDRED DOLLARS ----------($6,500.00)

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

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

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at a point on the east side of the County Road leading from Churchton to Rodger's Store, said point being 15 ft. from the southwest corner of the Churchton colored school lot; thence running southerly and along the east side of said County Road 191 ft.; thence leaving said County Road and running easterly 103 ft. to the eastern boundary of the whole tract; thence northerly and parallel with the first line of this description a distance of 184 ft.; thence at right angle in a westerly direction 103 ft. to the point of beginning.

BEING the same property conveyed to the within-named Mortgagors by Joshua T. Howes and Mary Alice Howes, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1962 MAR 12 PM 3:32

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

James P. Blake (SEAL)
James P. Blake

Ethel H. Blake (SEAL)
Ethel H. Blake

(SEAL)

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LIBER 1133 PAGE 214

LIBER 139 PAGE 325

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 5th day of July, in the year one thousand, nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James P. Blake and Ethel H. Blake, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ~~ROBERT C. WARD~~ Wilmer M. Johnson, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman

NOTARY PUBLIC

My Commission expires 5/4/59

Pauline M. Bozman

Rec'd for record July 8 1957 at 3:00 P.M.
Mailed to Wm. W. Townshend, Jr.

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

Purchase money
MORTGAGE (2)
FROM
James P. Blake and
Ethel H. Blake, his wife

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

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

JUL -8 PM 3 02

LIBER 139 PAGE 326

In the Matter of the Mortgaged Real Estate of James P. Blake and Ethel H. Blake, his wife	:	No. 14881 Equity In the Circuit Court for Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from James P. Blake and Ethel H. Blake, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated July 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1133, Folio 211.		$6,500.00
Less total amount paid on account of principal	$1305.94	
Less-Credit Expense Account	109.61	
	$1415.55	1,415.55
		$5,084.45
Plus interest to April 10, 1962	$ 60.54	
Plus interest to May 15, 1962	30.10	
	$ 90.64	90.64
Total amount of mortgage indebtedness		$5,175.09

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of March 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1962 MAR 12 PM 3:32

LIBER 139 PAGE 327

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

No. 14,381 Eq.

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from James P. Blake and Ethel H. Blake, his wife, dated July 5th 1957 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.1113, Folio 211, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 10, 1962

at 1:00 o'clock P.M.

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

BEGINNING for the same at a point on the East side of the County Road leading from Churchton to Rodger's Store, said point being 15 ft. from the Southwest corner of the Churchton colored school lot; thence running Southerly and along the East side of said County Road 191 ft.; thence leaving said County Road and running Easterly 103 ft. to the Eastern boundary of the whole tract; thence Northerly and parallel with the first line of this description a distance of 184 ft.; thence at right angle in a Westerly direction 103 ft. to the point of beginning.

BEING the same property conveyed unto James P. Blake and Ethel H. Blake, his wife, by Joshua T. Howes and Mary Alice Howes, his wife, by deed dated July 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1133, Folio 209.

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

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

1962 MAR 12 PM 3:32

date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette: March 15th, 22nd, 29th and
April 5th, 1962

Please send twenty-five handbills.

8

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 139 PAGE 329

No. 14881 Eq.

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

I hereby certify that, on this 12th day of March ,

19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from James P. Blake and Ethel H. Blake, his wife,

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.)

James P. Blake and Ethel H. Blake, his wife,

~~and~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 12th day of March , 1962 .

DOROTHY P. McNEW NOTARY PUBLIC

Notarial Seal

Dorothy P. McNew, *Notary Public*

My Commission will expire on:
May 6, 1963

Filed,

9

The Pennsylvania Fire Insurance Company

LIBER 139 PAGE 330

LIBER 11 PAGE 293

14,881 Equity

A Stock Company

BOND NO. 45 03 60

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sume of SIX THOUSAND FIVE HUNDRED AND NO/100 ($6,500.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 5th day of April, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from James P. Blake and Ethel H. Blake, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 5th day of July, 1957, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1113, Folio 211, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Ralph H. Richmond

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 6th day of April, 1962

George F. Bramwell, Clerk

FILED

1962 APR -6 AM 11:37

10

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from James P. Blake and Ethel H. Blake, his wife, dated July 5th 1957 and recorded among the Land Records of Anne Arundel County, in Liber G.T. C. 1113, Folio 211, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 10, 1962 at 1:00 o'clock P.M.

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

BEGINNING for the same at a point on the East side of the County Road leading from Churchton to Rodger's Store, said point being 15 ft. from the Southwest corner of the Churchton colored school lot: thence running Southerly and along the East side of said County Road 191 ft.; thence leaving said County Road and running Easterly 103 ft. to the Eastern boundary of the whole tract; thence Northerly and parallel with the first line of this description a distance of 184 ft.; thence at right angle in a Westerly direction 103 ft. to the point of beinning.

BEING the same property conveyed unto James P. Blake and Ethel H. Blake, his wife, by Joshua T. Howes and Mary Alice Howes, his wife, by deed dated July 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T. C. 1133, folio 209.

No. The above property is improved by a one and one-half story masonry dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND JR.
Attorney
Towns-Worth Building
South Street
Annapolis Maryland
ROBERT H. CAMPBELL
Auctioneer

A-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 331

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1962

We hereby certify, that the annexed Attorney's Sale 14,881 James P. Blake

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1962. The first insertion being made the 15th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962-Ap
FR 12 [illegible]

By Hazel Tilghman

LIBER 139 PAGE 332

In the Matter of the	: No. 14,881	Equity
Mortgaged Real Estate of	:	In the Circuit Court
James P. Blake and Ethel	:	for
H. Blake, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this 10th day of April 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, the purchaser of the property in the above entitled cause, and made oath in due form of law that: (1) He is not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) he has not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED

1962 APR 16 AM 9:17

12

ROBERT H. CAMPBELL LIBER 139 PAGE 333 - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH STREET
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from James P. Blake and Ethel H. Blake, his wife, dated July 5th, 1957 and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. 1113, Folio 211, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 10, 1962

AT 1:00 O'CLOCK P. M.

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

Beginning for the same at a point on the East side of the County Road leading from Churchton to Rodger's Store, said point being 15 ft. from the Southwest corner of the Churchton colored school lot; thence running Southerly and along the East side of said County Road 191 ft.; thence leaving said County Road and running Easterly 103 ft. to the Eastern boundary of the whole tract; thence Northerly and parallel with the first line of this description a distance of 184 ft.; thence at right angle in a Westerly direction 103 ft. to the point of beginning.

BEING the same property conveyed unto James P. Blake and Ethel H. Blake, his wife, by Joshua T. Howes and Mary Alice Howes, his wife, by deed dated July 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1133, Folio 209.

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

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

For further particulars, apply to:

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

FILED
1962 APR 16 AM 9:17

41

Annapolis, Maryland
April 10, 1962

I hereby certify that I have this tenth day of April 1962, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
at and for the sum of FIVE THOUSAND DOLLARS --------------($5,000.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this tenth day of April 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of
FIVE THOUSAND DOLLARS -----------------------------------($5,000.00)
and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: (SEAL)
Wilmer M. Johnson, Vice President

FILED

1962 APR 16 AM 9:17

14

LIBER 139 PAGE 335

In the Matter of the Mortgaged Real Estate of James P. Blake and Ethel H. Blake, his wife	: No. 14881 Equity : In the Circuit Court : for : Anne Arundel County :	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from James P. Blake and Ethel H. Blake, his wife, dated July 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1133, Folio 211, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, April 10, 1962, at 1:00 P.M., and then and there sold the said property to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of FIVE THOUSAND DOLLARS ($5,000.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the east side of the County Road leading from Churchton to Rodger's Store, said point

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1962 APR 16 PM 3:17

being 15 ft. from the southwest corner of the Churchton colored school lot; thence running southerly and along the east side of said County Road 191 ft.; thence leaving said County Road and running easterly 103 ft. to the eastern boundary of the whole tract; thence northerly and parallel with the first line of this description a distance of 184 ft.; thence at a right angle in a westerly direction 103 ft. to the point of beginning.

BEING the same property conveyed unto James P. Blake and Ethel H. Blake, his wife, by Joshua T. Howes and Mary Alice Howes, his wife, by deed dated July 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1133, Folio 209.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of April 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

16

ORDER NISI

In the Matter of the Mortgaged
Real Estate of James P. Blake
and Ethel H. Blake, his wife

LIBER 139 PAGE 337

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,881 Equity

Ordered, this 16th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of May next.

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

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty.
(Final Order)

Maryland Gazette (For Apr. 19 Edition)

In the Matter of the Mortgaged
Real Estate of James P. Blake
and Ethel H. Blake, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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 25 PM 12:20

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 338

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,881 Equity
In the Matter of the Mortgaged Real Estate of
JAMES P. BLAKE and
ETHEL H. BLAKE, his wife

Ordered, this 16th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of May 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-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,881

James P. Blake

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of May, 1962. The first insertion being made the 19th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 27959 1962 MAY 14 PM 1:07 By Hazel Tilghman

11

LIBER 139 PAGE 339

In the Case of

In the Matter of the Mortgaged Real Estate of
James P. Blake and Ethel H. Blake, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,881 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.

May 29, 1962

John H. Hopkins, IV

Auditor.

FILED

1962 MAY 29 PM 3:43

Dr. In the Matter of the Mortgaged Real Estate of James P. Blake and Ethel H. Blake, his wife in ac.

To Attorney for fee, viz:	100	00		
To Attorney for commissions, viz:	180	00	280	00
To Attorney for Court Costs, viz:				
Plaintiff's Colicitors Appearance fee	10	00		
Clerk of Court - Court Costs	28	00		
Auditor - Stating this account	22	50	60	50
To Attorney for Expenses, viz:				
Capital Gazette Press - Advertising Sale	71	76		
Capital Gazette Press - Order nisi, Sale	15	00		
Speer Publications - Handbills	15	09		
The Pennsylvania Insurance Co.-Bond Premium	26	00		
Robert H. Campbell - Auctioneer fee	45	00		
One-half Cost Federal documentary stamps	2	75		
One-half Cost State documentary stamps	5	50		
1962 County and State Taxes adjusted (136.68) 3 months and 10 days	37	88		
Dorothy P. McNew - Notary fees	1	50	220	48
To Loyola Federal Savings and Loan Assn. this balance on account of Mortgage claim	4,439	02	4,439	02
			5,000	00
Amount of Mortgage claim filed	5,175	09		
Interest on principal balance of $5,084.45 from 5/15/62 to 6/13/62 - 29 days @ 6%	24	53		
	5,199	62		
Cr. Amount allowed above	4,439	02		
Balance subject to decree in personam	760	60		

20

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

1962							
April	10	Proceeds of sale		5,000	00	5,000	00
						5,000	00

LIBER 139 PAGE 342

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 14 day of June, 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 JUN 14 [illegible]

George T. Cromwell Clerk
Per: [illegible] Fitzhugh, Deputy

LIBER 139 PAGE 343

SUN LIFE ASSURANCE COMPANY OF CANADA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife,	* Docket 2 Folio 146	
	Case No. 14,863	
Defendant(s)	* Filed	

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Wm. Holland Wilmer, II , respectfully represents:

That on the 9th day of August , 19 60 , the Defendant(s) executed and delivered to James W. Rouse & Company, Incorporated , a mortgage upon certain leasehold property in Anne Arundel County , therein described, to secure payment of the mortgage debt of $ 13,800.00 and interest as therein mentioned, wherein said mortgagor(s) assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to Sun Life Assurance Company of Canada on the 10th day of August, 1960.

That the Defendant(s) ha ve defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Wm. Holland Wilmer, II
Attorney for Plaintiff

FILED

1962 FEB 28 AM 9:39

"PETITIONER'S EXHIBIT NO. 1" #6070

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

BOOK 1417 PAGE 34

817118

LIBER 139 PAGE 344

No. 14863 Eq

MORTGAGE

THIS MORTGAGE, Made this 9th day of August, A. D. 19 60, by and between PETER R. DiSCIPIO and JANET M. DiSCIPIO, HIS WIFE

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 Dollars ($13,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five&three-quarter per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of EIGHTY AND 59/100---------- Dollars ($80.59), commencing on the first day of September, 19 60, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 90. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-1

BEING known and designated as Lot No. 19, Block L, as shown on plat entitled "Blocks K, L, M, and part of Block O" Glenwood which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 26. The improvements thereon being known as No. 114 Bliss Lane.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Hammond E. Bosse and wife unto the mortgagors herein.

FILED

1960 FEB 28 AM 9:39

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

5

LIBER 139 PAGE 345 BOOK 1417 PAGE 35 817118

FOR VALUE RECEIVED AND WITHOUT RECOURSE, JAMES W. ROUSE & COMPANY, INCORPORATED, hereby assigns the within Mortgage and the debt thereby secured unto Sun Life Assurance Company of Canada, its successors and assigns.

WITNESS the corporate seal of James W. Rouse & Company, Incorporated and the signature of A. Keidel its vice President thereof this 10th day of August, 1960.

WITNESS: JAMES W. ROUSE & COMPANY, INCORPORATED

Suzannah W. Gutberlet BY: A. Keidel (SEAL)
Suzannah W. Gutberlet A. Keidel Vice President

Recorded Aug. 22, 1960 at 1:56 P.M.

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

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

TO HAVE AND TO HOLD the said lot (X) of ground and improvements unto the said Mortgagee, its successors and assigns, subject to the payment of an annual ground rent of $96.00 payable half-yearly on the 22nd days of April and October in each and every year.

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

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

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

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Joseph H. Young, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of ONE HUNDRED AND 00/100-------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

Janet Darnall
JANET DARNALL

Peter R. DiScipio [SEAL]
PETER R. DiSCIPIO

Janet M. DiScipio [SEAL]
JANET M. DiSCIPIO

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore County to wit: BOOK 1417 PAGE 38

I HEREBY CERTIFY, That on this the 9th day of August, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Peter R. DiScipio and Janet M. DiScipio, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

Janet Darnall
Notary Public.
JANET DARNALL

My commission expires: May 1, 1961.

Rec'd for record Aug. 22, 1960 at 1:56 P.M.
Mailed to Harvey & Dixon

CHATTEL INDEX

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

STATE OF MARYLAND

Loan No. 817118

MORTGAGE

PETER R. DISCIPIO AND JANET M. DISCIPIO, HIS WIFE

TO

JAMES W. ROUSE & COMPANY, INCORPORATED

Received for Record 19 , at o'clock M. Same day recorded in Liber No. Folio , etc., one of the Records of and examined per

Cost of Records, $ 1.50 , Clerk.

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

Dated as amended

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date

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

HARVEY & DIXON · Attorneys at Law
10 - 55500-0
BALTIMORE 2, MARYLAND

1960 AUG 22 PM 1:56
NO. 1417 FOLIO 35
GEO. CRENWELL CLERK

LIBER 139 PAGE 348

SUN LIFE ASSURANCE COMPANY OF CANADA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife,	*	Docket Folio
	*	Case No. 14,863
Defendants	*	Filed

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of January 31, 1962

Mr. and Mrs. Peter R. DiScipio
114 Bliss Lane
Glen Burnie, Maryland

Original amount of mortgage		$ 13,800.00
LESS		
Total principal payments		193.54
		$ 13,606.46
PLUS		
Interest due from September 1, 1961 through January 31, 1962 at 5-3/4% on $13,606.46	$326.00	
Late charges for October, November, December and January at $2.34	9.36	335.36
		$ 13,941.82
LESS		
Credit balance in expense account		176.11
TOTAL MORTGAGE DEBT CLAIMED		$ 13,765.71

STATE OF MARYLAND,
County OF BALTIMORE , Sct.

I HEREBY CERTIFY, that on this 26th day of February , 1962 , and before me, a Notary Public of the State of Maryland, in and for said County of Baltimore , personally appeared HARRY H. BATCHELOR, Vice President of James W. Rouse & Company, Incorporated and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of January 31 , 1962 , to the said Sun Life Assurance Company of Canada.

AS WITNESS my hand and Notarial Seal.

Gloria-Jean Rauch
Notary Public

My commission expires: 5/6/63

GLORIA-JEAN RAUCH NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED
1962 FEB 28 AM 9:39

LIBER 139 PAGE 349

SUN LIFE ASSURANCE COMPANY OF CANADA, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife, Defendants	*	Docket _____ Folio _____ Case No. 14 863 Filed _____

* * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE , TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County , personally appeared HARRY H. BATCHELOR, Vice President of James W. Rouse & Company, Incorporated , and made oath in due form of law that he knows of the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Harry H. Batchelor

HARRY H. BATCHELOR, Vice President of James W. Rouse & Company, Incorporated

Subscribed and sworn to before me this 26th day of February , 1962.

Gloria Jean Rouch

Notary Public

My commission expires: 5/6/63.

GLORIA JEAN ROUSE NOTARY PUBLIC BALTIMORE COUNTY

FILED

1962 FEB 28 AM 9:39

7

LIBER 139 PAGE 350

SUN LIFE ASSURANCE COMPANY OF CANADA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife,	*	Docket 60 Folio 146
	*	Case No. 14,863
Defendant(s)	*	Filed

* * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 28th day of February, 1962, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Wm. Holland Wilmer, II and Charles T. Albert, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fourteen Thousand Dollars ($14,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale of the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1961 Ed.) Rule BR 3b(a),

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1962 FEB 28 PM 2:28

of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according tc law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor(s), and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Judge

LIBER 139 PAGE 352

SUN LIFE ASSURANCE COMPANY OF CANADA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife,	*	Docket 20, Folio 146 Case No. 14,863
Defendants	*	Filed

* * * * * * * * *

ORDER

The Petition of Wm. Holland Wilmer, II and Charles T. Albert, Trustees, in the above titled cause having been submitted, the proceedings were therein by the Court read and considered:

IT IS THEREUPON this 6th day of April, 1962, by the Circuit Court for Anne Arundel County ORDERED that Wm. Holland Wilmer, II and Charles T. Albert, Trustees, be permitted to file nunc pro tunc a bond in the amount of $14,000.00, which should have been filed prior to the sale of the mortgaged premises, all in accordance with the Maryland Rules of Procedure.

Matthew S. Evans
Judge

FILED

1962 APR -6 PM 2:13

10

SUN LIFE ASSURANCE COMPANY OF CANADA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife,	*	Docket 20, Folio 146 Case No. 14,863
Defendants	*	Filed

* * * * * * * * *

PETITION TO FILE BOND NUNC PRO TUNC

The petition of Wm. Holland Wilmer, II and Charles T. Albert, Trustees appointed by decree in the above cause respectfully shows that:

1. By Decree for Sale of Mortgaged Premises in the above titled cause dated February 28, 1962, Wm. Holland Wilmer, II and Charles T. Albert, or either of them, were appointed Trustees to make the sale of the said premises, viz:

> BEING known and designated as Lot No. 19, Block L as shown on plat entitled "Blocks K, L, M, and part of Block O Glenwood" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 26. The improvements thereon being known as No. 114 Bliss Lane.

Your Trustees offered, at public sale, to the highest bidder, the above described property which was mentioned in the mortgage dated the 9th day of August, 1960, and delivered to James W. Rouse & Company, Incorporated, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1417, Folio 34, and assigned unto Sun Life Assurance Company of Canada on the 10th day of August, 1960.

And your Trustees sold said property unto Sun Life Assurance Company of Canada at and for the sum of Ten Thousand Dollars ($10,000.00), said corporation being at that price the highest bidder therefor, and your Trustees subsequently filed a Report of Sale.

FILED

1962 APR -3 AM 10:25

2. Through oversight, your Trustees failed to file a bond in the amount of $14,000.00 prior to the sale, and they now request the consent of the Court to the filing of said bond nunc pro tunc.

WHEREFORE, Wm. Holland Wilmer, II and Charles T. Albert, Trustees, pray that the Court at this time permit the filing nunc pro tunc of a bond in the amount of $14,000.00 in accordance with the Maryland Rules of Procedure.

AND, as in duty bound, etc.

Wm. Holland Wilmer [SEAL]
Wm. Holland Wilmer, II, Trustee

Charles T. Albert [SEAL]
Charles T. Albert, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 2nd day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WM. HOLLAND WILMER, II and CHARLES T. ALBERT, Trustees, and made oath in due form of law that the facts stated in the foregoing Petition are true, as therein set forth.

AS WITNESS my hand and Notarial Seal.

VERA MAE RICHTEMEYER NOTARY PUBLIC BALTIMORE, MD.

Vera Mae Richtemeyer
Notary Public

My commission expires: 5/6/63

12

Trustee's Bond

LIBER 139 PAGE 355

1-371-Md.

KNOW ALL MEN BY THESE PRESENTS:

No. 14,863 Equity

THAT WE Charles T. Albert & Wm. Holland Wilmer, II - 900 First National Bank Building - Baltimore 2, Maryland as principal, and New Amsterdam Casualty Company ---------- a corporation 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 FOURTEEN THOUSAND AND NO/100 - - - - ($14,000.00) - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 2nd day of April in the year of our Lord one thousand nine hundred and sixty-two.

LIBER 11 PAGE 294

WHEREAS, the above bounden Charles T. Albert & Wm. Holland Wilmer, II 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 property - 114 Bliss Lane - Glen Burnie, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Sun Life Assurance Company of Canada

vs.

Peter R. DiScipio and Janet M. DiScipio, his wife

now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Charles T. Albert & Wm. Holland Wilmer, II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to principal:

Charles T. Albert (SEAL)

Wm. Holland Wilmer, II (SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: R. H. Nichols, Attorney-in-Fact (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

As to Surety:

M. L. Greller

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.....

.....
Assistant Secretary

FILED

1962 APR -2 PM 2:45

Bond approved this 2 day of April, 1962

13 George T. Cromwell, Clerk

NUNC PRO TUNC AS of APR. 2, 1962 7:30 AM

SUN LIFE ASSURANCE COMPANY OF CANADA, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife, Defendant(s)	*	Docket Folio Case No. 4 K 63 Filed

* * * * * * * * *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City , personally appeared Harry H. Batchelor , Vice President of James W. Rouse & Company, Incorporated , and made oath in due form of law that he attended the public sale held herein of the property located in Anne Arundel County, State of Maryland, and known as No. 114 Bliss Lane , which was held on April 2nd , 1962 , pursuant to decree of this Court entered on February 28th, 1962 , and that to the best of his information, knowledge and belief

(1) by bid made by him the property was bought by Sun Life Assurance Company of Canada as principal,

(2) that no others were interested in said sale as principals,

(3) that the purchaser did not through him or any other person directly or indirectly discourage any person from bidding on said property.

Harry H Batchelor

Harry H. Batchelor, Vice President of James W. Rouse & Company, Incorporated

Subscribed and sworn to before me this 2nd day of April, 1962.

Audrey F. Tranberg

Notary Public

My commission expires: May 6, 1963

FILED

1962 APR -6 PM 2:46

14

LIBER 139 PAGE 357

SUN LIFE ASSURANCE COMPANY OF CANADA,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PETER R. DiSCIPIO and JANET M. DiSCIPIO, his wife,	*	Docket 20 Folio 146
	*	Case No. 14,863
Defendant(s)	*	Filed

* * * * * * * * *

REPORT OF SALE

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

The Report of Sale of Wm. Holland Wilmer, II and Charles T. Albert, Trustees, appointed by the decree in the above entitled cause, to make sale of the mortgage property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette Press, Inc., a newspaper printed and published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Trustees, did, pursuant to said notice on April 2nd, (Monday), 1962, at 12:00 Noon, sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated August 9, 1960 and delivered to James W. Rouse & Company, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1417, folio 34; and assigned unto Sun Life Assurance Company of Canada on August 10, 1960, viz:

FILED

1962 APR -6 PM 2:43

12

BEING known and designated as Lot No. 19, Block L as shown on plat entitled "Blocks K, L, M, and part of Block O Glenwood" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 26. The improvements thereon being known as No. 114 Bliss Lane.

And your Trustees sold said property unto Sun Life Assurance Company of Canada at and for the sum of Ten Thousand Dollars ($10,000.00), said corporation being at that price the highest bidder therefor.

AND, as in duty bound, etc.

Wm. Holland Wilmer [SEAL]
Wm. Holland Wilmer, II, Trustee

Charles T. Albert [SEAL]
Charles T. Albert, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 2nd day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Wm. Holland Wilmer, II and Charles T. Albert, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

VERA MAE RICHTEMEYER NOTARY PUBLIC BALTIMORE, MD.

Vera Mae Richtemeyer
Notary Public

My commission expires: 5/6/63

16

ORDER NISI

SUN LIFE ASSURANCE COMPANY OF CANADA

versus

PETER R. DiSCIPIO and
JANET M. DiSCIPIO, his wife

LIBER 139 PAGE 359

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,863 Equity

Ordered, this 6th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by Wm. Holland Wilmer, II and Charles T. Albert, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of May next.

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

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Wm. Holland Wilmer, II, Atty. Maryland Gazette (forApr. 12 edition)

(Final Order)

SUN LIFE ASSURANCE COMPANY OF CANADA

versus

PETER R. DiSCIPIO and
JANET M. DiSCIPIO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of May, 1962 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

FILED

1962 MAY 15 PM 12:23

PIPER & MARBURY
Solicitors
900 First National Bank Building
Baltimore 2, Maryland

Trustee's Sale

OF LEASEHOLD PROPERTY

The improvements thereon being known as No. 114 Bliss Lane, "Glenwood," Anne Arundel County, Maryland.

By virtue of a decree of the Circuit Court for Anne Arundel County passed on the 28th day of February, 1962, in the case entitled "Sun Life Assurance Company of Canada, Plaintiff vs. Peter R. DiScipio and Janet M. DiScipio, his wife, Defendants," the undersigned Trustees will sell at Public Auction at the premises on

Monday,
April 2nd, 1962
at 12:00 Noon

The property is described as "Lot No. 19, Block L as shown on plat entitled 'Blocks K, L, M, and part of Block O Glenwood'", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 26. The improvements thereon being known as No. 114 Bliss Lane.

For a more complete description see mortgage from Peter R. D i Scipio and Janet M. DiScipio, his wife, to James W. Rouse & Company, Incorporated dated August 9th, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1417, Folio 34, said mortgage was assigned to Sun Life Assurance Company of Canada on August 10th, 1960.

IMPROVEMENTS: The improvements consist of an attractive one and one-half story, frame dwelling, containing six rooms and two baths and having forced hot water heat, gas fired. There There is an attached one car shingle garage, and all public utilities.

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

TERMS OF SALE: A cash deposit of $800.00 will be required of purchaser at time and place of sale: balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rents, and all other liens or charges, public or otherwise, including special paving taxes and front foot benefit charges, if any, will be adjusted to day of sale. County transfer taxes, if any, to be paid by purchaser.

Wm. Holland Wilmer, II
CHARLES T. ALBERT,
Trustees
GEORGE W. SCIBLE
Auctioneer

M-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 360

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1962

We hereby certify, that the annexed

Trustee's Sale #4863

Peter R. DiScipio

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 8th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 APR -9 PM 3:20

By Hazel Tilghman

OFF . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 361

CERTIFICATE OF PUBLICATION

Annapolis, Md., *May 5* 19 *62*

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,863

Peter R. DiScipio

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *14th* day of *May* 19 *62*. The first insertion being made the *12th* day of *April* 19 *62*

THE CAPITAL-GAZETTE PRESS, INC.

By *Hazel Tilghman*

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,863 Equity
SUN LIFE ASSURANCE COMPANY OF CANADA
VERSUS
PETER R. DISCIPIO and JANET M. DISCIPIO, his wife

Ordered, this 6th day of April, 1962, That the sale of property in these proceedings mentioned made and reported by Wm. Holland Wilmer, II and Charles T. Albert, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of May next.

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

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
M-3

No. M. G. ~~2 2 9 2 62~~ 1562 MAY -8 PM 1:25

LIBER 139 PAGE 362

In the Case of

Sun Life Assurance Company of Canada

VS.

Peter R. Discipio and

Janet M. Discipio, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,863 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, and 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.

June 8, 1962

John H. Hopkins, IV, Auditor.

FILED

1962 JUN -8 PM 3:10

CLERK

FINAL ORDER

ORDERED BY THE COURT, this 26th day of June, 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

Per: Inez Bell, deputy

FILED

1962 JUN 26 AM 9:49

Dr. Sun Life Assurance Company of Canada vs. LIBER 139 PAGE 363

Peter R. Discipio and Janet M. Discipio, his wife

In Acct. with Wm. Holland Wilmer, II, and Charles T. Albert, Trustees

					Cr.	
		To Trustees for fee, viz:	100	00		
		To Trustees for Commissions, viz:	337	03	437	03
		To Trustees 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 Trustees for expenses, viz:				
		Capital Gazette Press - Advertising sale	68	24		
		Capital Gazette Press - Order nisi-sale	15	00		
		Speer Publications - Handbills	16	04		
		New Amsterdam Casualty Co.-Bond Premium	28	00		
		George W. Scible - Auctioneer fee	25	00		
		One-half cost Federal documentary stamps	5	50		
		One-half cost State documentary stamps	11	00		
		Semi-annual ground rent 10/22/61-4/22/62 (48.00) 10/22/61 to 4/2/62	42	72		
		V. M. Richtemeyer - Notary fees	1	50	213	00
		To Sun Life Assurance Company of Canada, this balance on account of Mortgage Claim	9,523	73	9,523	73
					10,234	26
		Amount of Mortgage Claim filed	13,765	71		
		Interest on principal balance $13,606.46 from 2/1/62 to 6/23/62 - 142 days @ 5 3/4%	304	34		
			14,070	05		
		Cr. - Amount allowed above	9,523	73		
		Balance subject to decree in personam	4,546	32		

1962						
April	2	Proceeds of Sale	10,000	00		
		Interest on balance purchase money				
		(9,200.00) 4/2/62 to 5/18/62	70	53		
		Refund 1962 County and State taxes				
		(181.59) 4/2/62 to 12/31/62	137	70		
		Refund 1962 Water and sewerage charge				
		(34.20) 4/2/62 to 12/31/62	26	03	10,234	26
					10,234	26

22

LIBER 139 PAGE 365

In the Matter of the	: No. 14,916	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Paul W. Stiles and	:	for
Bertha L. Stiles, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1962 MAR 23 PM 3:03

83 PAGE 531 L-3442

LIBER 139 PAGE 366 ~~LIBER 1110 PAGE 298~~ No. 14,916

Partial purchase money

This Mortgage,

made this 7th day of April in the year one thousand nine hundred and fifty-seven, between PAUL W. STILES and BERTHA L. STILES, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

SIXTEEN THOUSAND DOLLARS ----------($16,000.00)

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

By the payment of ONE HUNDRED FIFTEEN DOLLARS ----------($115.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

(1) KNOWN AND DESIGNATED as Lot No. 14, as shown on the plat of Kellington Drive recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 14.

BEING the same property conveyed to the within-named Mortgagors by Alva E. Kelly and E. Pearl Kelly, his wife, by deed dated April 5th, 1957 intended to be recorded among the Land Records of Anne Arundel County prior hereto.

(2) KNOWN as No. 1801 DeSoto Road, Baltimore, Maryland, as more particularly described by metes and bounds in assignment to the within-named Mortgagors by Charles Q. Harting and Catherine Elizabeth Harting, his wife, dated October 18, 1939 and recorded among the Land Records of Baltimore City in Liber M.L.P. 5968, Folio 491.

#2 Pty to be released upon pmt of amt due on L 3814 f approx $900. on L 3442

5/19/60

FILED

1962 MAR 23 PM 3:09

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Paul W. Stiles (SEAL)
Paul W. Stiles

~~Bertha L. Stiles~~ (SEAL)

Bertha L. Stiles (SEAL)
Bertha L. Stiles

83 PAGE 534

~~LIBER 1110 PAGE 301~~ LIBER 139 PAGE 369

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 7TH day of April, in the year one thousand, nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul W. Stiles and Bertha L. Stiles, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Louis J. DeAlba, Vice-President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NORWOOD A. WIENEKE
NOTARY PUBLIC

My Commission expires 5/6/57

Rec'd for record Apr. 8, 1957 at 12.32 P.M.
Mailed to Wm. W. Townshend, Jr.

RECORD IN BALTIMORE CITY ALSO

15.40

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

2.34.2

MORTGAGE

FROM

PAUL W. STILES AND
BERTHA L. STILES, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

7.50

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County
RECD FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY
and examined per
1957 APR -8 PM 12 32
Clerk.
Cost of Record $ ..... PAID BY LIBER GTC
NO 1110 FOLIO 298
GEO. L. CROMWELL, CLERK

RECEIVED FOR RECORD
APR 24 1957 AT 9 O'CLOCK
M. SAME DAY RECORDED IN LIBER
J. F. C. No. 53 FOLIO, 53 &c.
ONE OF THE Land RECORDS OF
BALTIMORE CITY AND EXAMINED,
PER JAMES F. CARNEY CLERK

RELEASED

7782

LIBER 139 PAGE 370

In the Matter of the	: No. 14,916	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Paul W. Stiles and	: for	
Bertha L. Stiles, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Paul W. Stiles and Bertha L. Stiles, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated April 5, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 298.		$16,000.00
Less total amount paid on account of principal	$1,783.26	1,783.26
		$14,216.74
Plus interest to April 17, 1962. . . .	$ 253.53	
Plus interest to May 22, 1962	82.95	
Plus late charges	28.00	
	$ 364.48	364.48
Total amount of mortgage indebtedness.		$14,581.22

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of March 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1962 MAR 23 PM 3:09

6

LIBER 139 PAGE 371

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

No. 14,916 Eq.

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Paul W. Stiles and Bertha L. Stiles, his wife, dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 298, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 17, 1962

at 1:00 o'clock P.M.

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

KNOWN AND DESIGNATED as Lot No. 14, as shown on the Plat of Kellington Drive recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 14.

BEING the same property conveyed unto Paul W. Stiles and Bertha L. Stiles, his wife, by Alva E. Kelly and E. Pearl Kelly, his wife, by deed dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 296. AND FURTHER being the firstly described parcel in the aforesaid mortgage.

The above property is improved by a dwelling with modern conveniences.

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

FILED

1962 MAR 23 PM 3:09

to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette: March 22nd, 29th and
April 5th and 19th, 1962

Please send twenty-five handbills.

AFFIDAVIT OF NON-MILITARY SERVICE LIBER 139 PAGE 373

No. 14,916

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 23rd day of March

19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage from Paul W. Stiles and Bertha L. Stiles, his wife,

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.)

Paul W. Stiles and Bertha L. Stiles, his wife

~~are~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 23rd day of March , 19 62 .

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO. MD. Notarial Seal

Dorothy P. McNew, *Notary Public.*

My Commission will expire on: May 6, 1963

Filed,

FILED

1962 MAR 23 PM 3:10

The Pennsylvania Insurance Company

A Stock Company

LIBER 139 PAGE 374
14,916 Equity

LIBER 11 PAGE 292

BOND NO. 45 03 81

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sume of SIXTEEN THOUSAND AND NO/100 ($16,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 5th day of April, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Paul W. Stiles and Bertha L. Stiles, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 5th day of April, 1957, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 298, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy A. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Ralph G. Viehman, Jr.

THE PENNSYLVANIA INSURANCE COMPANY

By Paul J. Mayer, Attorney-in-fact

Bond approved this 6th day of April, 1962

George T. Cromwell, Clerk

FILED

1962 APR -6 AM 11:36

10

WILLIAM W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BUIL G
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Paul W. Stiles and Bertha L. Stiles, his wife, dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 298, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., April 17, 1962
at 1:00 o'clock P. M.

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

KNOWN AND DESIGNATED as Lot No. 14, as shown on the Plat of Kellington Drive recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 14.

BEING the same property conveyed unto Paul W. Stiles and Bertha L. Stiles, his wife, by Alva E. Kelly and E. Pearl Kelly, his wife, by deed dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 296. AND FURTHER being the firstly described parcel in the aforesaid mortgage.

The above property is improved by a dwelling with modern conveniences.

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

No. For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BIULDING
South Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

A-12.

OFFICE F

Maryland Gazette

Published by LIBER 139 PAGE 375

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1962

We hereby certify, that the annexed

Attorney's Sale

14 916 Equity

Paul W. Stiles

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of April, 1962. The first insertion being made the 22nd day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 APR 19 By: Hazel Tilghman

ROBERT H. CAMPBELL . LIBER. 139 PAGE 376. . . . Auctioneer

WILLIAM W. TOWNSHEND. JR., Attorney
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a m o r t g a g e from Paul W. Stiles and Bertha L. Stiles, his wife, dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 298, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 17, 1962

at 1:00 o'clock P.M.

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

KNOWN AND DESIGNATED as Lot No. 14, as shown on the Plat of Kellington Drive-recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 14.

BEING the same property conveyed unto Paul W. Stiles and Bertha L. Stiles, his wife, by Alva E. Kelly and E. Pearl Kelly, his wife, by deed dated April 5th, 1957 and recorded among the Land Records of Anne A r u n d e l County in Liber G.T.C. 1110, Folio 296. AND FURTHER being the firstly described parcel in the aforesaid mortgage.

The above property is improved by a dwelling with modern conveniences.

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

For further particulars, apply to:

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

FILED
1962 APR 23 PM 2:46

(2)

Annapolis, Maryland
April 17, 1962

I hereby certify that I have this seventeenth day of April 1962, sold the property described on the reverse hereof unto Gordon Hook and Nina A. Hook, his wife at and for the sum of SIXTEEN THOUSAND DOLLARS ($16,000.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this seventeenth day of April 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SIXTEEN THOUSAND DOLLARS ----------($16,000.00) and I/we hereby agree to comply with the terms of sale.

Gordon Hook

Gordon Hook

Nina A. Hook

Nina A. Hook

FILED

1962 APR 23 PM 2:46

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
Paul W. Stiles and	:	for
Bertha L. Stiles, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this 17th day of April 1962 before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Gordon Hook and Nina A. Hook, his wife the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they are not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they have not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s):

WITNESS:

William W. Townshend, Jr.

Gordon Hook (SEAL)

Nina A. Hook (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr. Notary Public

FILED

1962 APR 23 PM 2:46

14

LIBER 139 PAGE 379

In the Matter of the	:	No. 14,916 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Paul W. Stiles and	:	for
Bertha L. Stiles, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Paul W. Stiles and Bertha L. Stiles, his wife, dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 298, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, April 17, 1962, at 1:00 o'clock P.M., and then and there sold the said property to Gordon Hook and Nina A. Hook, his wife, at and for the sum of SIXTEEN THOUSAND DOLLARS ($16,000.00), being at that figure the highest bidders therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lot No. 14, as shown on the Plat of Kellington Drive recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 14.

FILED

1962 APR 23 PM 2:46

15

BEING the same property conveyed unto Paul W. Stiles and Bertha L. Stiles, his wife, by Alva E. Kelly and E. Pearl Kelly, his wife, by deed dated April 5th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 296. AND FURTHER being the firstly described parcel in the aforesaid mortgage.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of April 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF PAUL W. STILES and
BERTHA L. STILES, his wife
versus

LIBER 139 PAGE 381
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,916 Equity

Ordered, this 23rd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney named in Mortgage

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

The report states that the amount of sale was $ 16,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND, Jr., Atty. "Md. Gazette" (For April 26th Edition)
(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF PAUL W. STILES and
~~XXXXX~~
BERTHA L. STILES, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of June, 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'Brien Duckett
JUDGE.

FILED

1962 JUN -1 AM 11:41

LIBER 139 PAGE 382

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,916, EQUITY

In The Matter of the Mortgaged Real Estate of
PAUL W. STILES and
BERTHA L. STILES, his wife

Ordered, this 23rd day of April 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of May next.

The report states that the amount of sale was $16,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-17

No. M. G. 27980

18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,916
Paul W. Stiles,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of May, 1962. The first insertion being made the 26th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 MAY 31 By Hazel Tilghman

LIBER 139 PAGE 383

In the Case of

In the Matter of the Mortgaged Real Estate of

Paul W. Stiles and Bertha L. Stiles, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

NO. 14,916 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.

June 8, 1962

John H. Hopkins, IV, Auditor.

FILED

1962 JUN -8 PM 3:10

Dr. In the Matter of the Mortgaged Real Estate of Paul W. Stiles and Bertha L. Stiles, his wife, in ac.

To Attorney for fee, viz:	100	00		
To Attorney for commissions, viz:	512	82	612	82
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court Costs	28	00		
Auditor - Stating this account	25	00	63	00
To Attorney for Expenses, viz:				
Capital Gazette Press - Advertising Sale	57	76		
Capital Gazette Press - Order nisi - sale	15	00		
Speer Publications - Handbills	14	66		
Pennsylvania Insurance Co. - Bond premium	64	00		
Robert H. Campbell - Auctioneer fee	45	00		
One-half cost Federal Documentary stamps	8	80		
One-half cost State Documentary stamps	17	60		
1962 County and State Taxes, adjusted (229.73) 1/1/62 to 4/17/62	67	20		
Dorothy P. McNew - Notary fees	1	50	291	52
To Attorney for Liens, viz:				
Loyola Federal Savings and Loan Assn:				
In full for claim filed	14,581	22		
Interest on principal balance of $14,216.74 from 5/22/62 to 6/23/62 @ 6%	73	45	14,654	67
To Paul W. Stiles and Bertha L. Stiles, Mortgagors				
This Surplus	472	04	472	04
			16,094	05

20

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

1962						
April	17	Proceeds of Sale	16,000	00		
		Interest on unpaid blance purchase price (15,250.00) 4/17/62 to 5/31/62	94	05	16,094	05
					16,094	05

LIBER 139 PAGE 386

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

.....

.....

VERSUS

.....

.....

..... No..... Equity.

ORDERED, This.....day of....., 19....., That the Report and Account of the Auditor, filed this day in the above entitled cause,.....

.....

.....

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

.....

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of 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.

.....

.....

.....

FILED

1962 JUN 26 PM 2:15

George T. Cromwell Clerk

By: Inez Bell, Deputy

LIBER 139 PAGE 387

JOHN B. ROWE, Attorney named in Mortgage,	*	IN THE
	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY.
VS.	*	
	*	
THE BREADY-FISHER CORPORATION, a body corporate.	*	IN EQUITY. 14,871
	*	

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, the same being a mortgage from the defendant to the plaintiff dated October 9, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1339, folio 112.

John B. Rowe

John B. Rowe, Attorney
named in Mortgage,
2 East Lexington Street
Baltimore 2, Maryland
PLaza 2-6897.

FILED

1962 MAR -6 PM 9:32

CITY OR COUNTY FEE OR LEASEHOLD BOOK 1339 PAGE 112

LIBER 139 PAGE 388

INSPECTED B. BOLSTLER C. P. A.

This Mortgage,

made this - - - 9th - - - day of October in the year one thousand nine hundred and fifty-nine, between

THE BREADY-FISHER CORPORATION, a body corporate

, 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 THE BREADY-FISHER CORPORATION the sum of Thirteen Thousand Two Hundred - - - - - (13,200;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 One Hundred Fifteen - - - - - (115.00) - - - - - - - - - - - - dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

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

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

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

BEGINNING for the same on the northerly side of Wellham Avenue, 60 feet wide as now laid out, at the point where it is intersected by the easterly side of Church Lane, 50 feet wide, thence binding on the easterly side of Church Lane, the two following courses and distances and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission, (1) North 12 Degrees 48 Minutes 45 Seconds West 20.00 feet to a point of curvature thence binding on a curve to the left, (2) Having a radius of 625.00 feet, a length of arc of 70.79 feet and being subtended by a chord having a bearing of North 16 Degrees 03 Minutes 27 Seconds West and a distance of 70.76 feet, thence leaving Church Lane and binding on the southerly side of Lot No. 8, Block B shown on the plat of Re-Subdivision Section 2 North Wellham, recorded among the aforesaid Land Records in Plat Book 30, Page 61, as Plat No. 1536, (3) North 70 Degrees 41 Minutes 51 Seconds East 91.58 feet to intersect the rear line of Lot No. 1, Block B, thence binding thereon, (4) South 12 Degrees 48 Minutes 45 Seconds East 21.00 feet, thence binding on the southerly side of said Lot No. 1, Block B, (5) North 77 Degrees 11 Minutes 15 Seconds East 107.84 feet to intersect the westerly side of Tieman Drive, 50 feet wide, thence binding thereon, (6) South 24 Degrees 46 Minutes 30 Seconds East 81.77 feet to the Northerly side of Wellham Avenue, thence binding thereon, (7) South 77 Degrees 11 Minutes 15 Seconds West 211.78 feet to the point of beginning. Containing 0.4076 Acres of land more or less.

BEING the same lot of ground described in Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from John T. Neubauer, Sr., Etal, to the within named Mortgagor.

FILED

1962 MAR -6 AM 9:32

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, forever, [illegible]

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 b[illegible]ed.

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

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

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

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

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

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

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

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

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

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

Witness the ~~hand and seal~~ corporate seal of the said Mortgagor, and the signature of FRANK B. BREADY, President thereof.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

THE BREADY-FISHER CORPORATION (SEAL)

BY: Frank B. Bready
Frank B. Bready, President (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this - - - 9th - - day of October, Balto. County, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared FRANK B. BREADY, President of THE BREADY-FISHER CORPORATION, and acknowledged the aforegoing Mortgage to be the act of said body corporate. 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.

Barbara G. Yeager
BARBARA G. YEAGER, Notary Public

7.50

Rec'd for record Oct. 10, 1959 at 11:44 A.M.

Mailed to Rowe, Rowe & Vick

4

STATEMENT OF MORTGA CLAIM

LIBER 139 PAGE 391

JOHN B. ROWE, Attorney named in Mortgage,

vs.

THE BREADY-FISHER CORPORATION, A BODY CORPORATE,

DOCKET 20 FOLIO 150
CASE NO. 14,871
FILED

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY.
IN EQUITY.

STATEMENT OF MORTGAGE DEBT

712 William Avenue

Principal amount of Mortgage	$ 13,200.00
Less payment on account of principal	4,100.00
	9,100.00
*Plus unpaid interest to Feb. 28, 1962	864.50
	9,964.50
Debit Balance - Escrow Account	161.61
	10,126.11

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

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of March in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Peter J. Lombardi, Executive Vice President of First Federal Savings & Loan Association of Brooklyn,

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

As witness my hand and Notarial Seal,

Barbara G. Yeager
Notary Public.

FILED

1962 MAR -6 AM 9:32

Mortgagee and Attorney's Bond.

1-369

LIBER 11 PAGE 268

LIBER 139 PAGE 392

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

No. 14,871 Equity

Know All Men by These Presents:

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

as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND AND NO/100 ($11,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of February 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 Brady-Fisher Corporation to First Federal Savings & Loan Association of Brooklyn bearing date the 9th day of October nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1339, Folio 112, and

712 Willham 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 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

John B. Rowe (Seal)

(Seal)

(Seal)

WITNESS:
S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 MAR -6 AM 9:32

Bond approved this 6th day of March 1962

George T. Cromwell Clerk

LIBER 139 PAGE 393

Mortgage from Bready-Fist & Corp to First Federal Savings & Loan Assn. of Brooklyn

Apr. 23-1962

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Fee Simple property Situate between 714 Wellham Ave & Church Lane. A.A. Co Md

(Signed) F. W. Hobbs
Auctioneer

Sworn to and subscribed before me, a Notary Public for the ~~City~~ County of Baltimore, State of Maryland, this 24TH day of April, 1962.

Barbara [illegible]
Notary Public

1962 APR 25 [illegible]

LIBER 139 PAGE 394

Mortgagee - of Fee Simple Property - at Court House Door Annapolis A. A. Co Md
Mortgage from Bready Fisher Corp to First Federal Savings & Loan Assn of Brooklyn

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 23rd day of APRIL, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN B. ROWE ATTORNEY, FOR FIRST FEDERAL SAVINGS & LOAN ASSO. OF BROOKLYN, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said FEE-SIMPLE PROPERTY SITUATE BETWEEN 714 WELLHAM AVE & CHURCHLANE mentioned in the said Report of Sale. AS ADVERTISED IN MARYLAND GAZETTE.

John B. Rowe Attorney (SEAL) [signature]
Purchaser Notary Public
for First Federal Savings and Loan Association of Brooklyn
My Commission Expires May 6-1963

FILED
1962 APR 25 AM 9:45

8

LIBER 139 PAGE 395

JOHN B. ROWE, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
THE BREADY-FISHER CORPORATION, a body corporate.	*	ANNE ARUNDEL COUNTY
		IN EQUITY 14,871
* * *		

TO THE HONORABLE, THE 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 Monday, April 23rd, 1962, at 12 o'clock noon and then and there sold by public auction the fee simple 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 Ninety-one Hundred ($9100.00) 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 24 day of April, 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

FILED
1962 APR 25 PM 9:45

ORDER NISI

JOHN B. ROWE, Attorney named in Mortgage

versus

THE BREADY-FISHER CORPORATION, a body corporate

LIBER 139 PAGE 396

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,871 Equity

Ordered, this 25th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by John B. Rowe, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of June next.

The report states that the amount of sale was $ 9,100.00.

George T. Cromwell Clerk.

True Copy, John B. Rowe, Atty.

For the Maryland Gazette (May 3 Edition)

TEST: Clerk.

(Final Order)

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of June, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 JUN -6 PM 12:02

10

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

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a mortgage from The Bready-Fisher Corporation to First Federal Savings & Loan Association of Brooklyn, dated October 9, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1339, folio 112, (default having occurred thereunder), the undersigned will sell at public auction at the Court House Door, Annapolis, Maryland, on

Monday, April 23, 1962
at 12:00 Noon

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

BEGINNING for the same at the end of the seventh line of the conveyance from John T. Neubauer, Sr., and Frances K., his wife, John T. Neubauer, Jr., and Leona L., his wife, Joseph J. DeRosa and Marie J., his wife, to The Bready-Fisher Corporation, by deed dated October 9, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1339, Folio 110, said point being at the intersection of the easterly side of Church Lane, 50 feet wide, and the northerly side of Wellham Avenue, 60 feet wide, as now laid out and existing, thence binding on the said easterly side of Church Lane and the first and second lines of the above mentioned conveyance, the two following courses and distances and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission.

1. North 12 Degrees 48 Minutes 45 Seconds West 20.00 feet to a point of curvature, thence binding on a curve to the left.

No. 2. Having a radius of 625.00 feet, a length of arc of 70.79 feet and being subtended by a chord having a bearing of North 16 Degrees 03 minutes 27 Seconds West and a distance of 70.76 feet, thence leaving Church Lane and binding on the third line of the above mentioned conveyance.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 397

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1962

We hereby certify, that the annexed

Mortgage Sale #871

Bready-Fisher 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 23rd day of April 1962 The first insertion being made the 29th day of March 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
MAY -1 PM 2:39

By Hazel Tilghman

3. North 70 Degrees 41 Minutes 51 Seconds East 91.58 feet, thence binding on the fourth line thereof and projecting the same until it intersects the seventh line thereof.

4. South 12 Degrees 48 Minutes 45 Seconds East 101.00 feet, thence binding on a part of the said seventh line, and the said northerly side of Welham Avenue.

5. South 77 Degrees 11 Minutes 15 Seconds West 86.99 feet to the point of beginning.

Containing 0.1940 acres of land more or less.

BEING a part of the same land conveyed by John T. Neubauer, Sr. and Frances K., his wife, John T. Neubauer, Jr., and Leona L., his wife, and Joseph J. DeRosa and Marie J., his wife, to The Bready-Fisher Corporation by deed dated October 9, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1339, Folio 110.

BEING a part of the property described in the abovementioned morigage, and being located between 714 Wellham Avenue and Church Lane, having a frontage on the north side of Wellham Avenue of approximately 86.99 feet with an irregular depth northerly of approximately 95 feet.

IMPROVED by a Bungalow, front porch and basement type dwelling approximately 90 per cent completed.

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

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

A-19

OFFICE C

LIBER 139 PAGE 399

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. 14,871 Equity
JOHN B. ROWE
Attorney named in Mortgage
VERSUS
THE BREADY-FISHER CORPORATION, a body corporate

Ordered, this 25th day of April, 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 4th 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 4th day of June next.

The report states that the amount of sale was $9,100.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

..M-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,871 The Bready Fisher 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 4th day of June, 1962 The first insertion being made the 3rd day of May, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 28366

By Hazel Tilghman

In the Case of

John B. Rowe, Attorney named in Mortgage

VS.

The Bready-Fisher Corporation

In the

Circuit Court

For

Anne Arundel County

No. 14,871 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, and 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.

1962 JUN 11 PM 12:56 FILED

All of which is respectfully submitted.

June 11, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of June, 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

Per: Inez Bell, deputy

FILED

1962 JUN 27 AM 10:35

13

Dr. Mortgaged Real Estate of The Bready-Fisher Corporation LIBER 139 PAGE 401

In Acct. with John B. Rowe, Attorney named in Mortgage

					Cr.	
	By	Amount of sale as per Attorney's				
		Report of sale filed	9,100	00		
	By	Interest on deferred payment, 6%				
		on $9,100.00 4/23/62 to 6/5/62	63	74		
	By	Adjustment, 1962 sanitary charges-				
		3 months 23 days	19	57		
					9,183	31
	To	Attorney, for fee, viz.	100	00		
	To	Attorney for commissions, viz.	304	91		
					404	91
	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	121	76		
		John E. Harms, Jr. & Assoc.- survey	35	00		
		New Amsterdam Casulty Co.- bond	44	00		
		T. C. W. Hobbs - Auctioneer's fee	40	00		
		Adjustment- 1962 State & County				
		taxes - 3 months 23 days	35	36		
		½ Federal & State Revenue stamps	15	67		
		Notary fee	1	50		
					293	29
	To	First Federal Savings & Loan Assoc.				
		of Brooklyn, Mortgagee, on account				

		of Mortgage			8,424	61
		Balance due on Mortgage, as per				
		Mortgage claim filed	10,126	11		
		Interest, 6%, on principal balance,				
		($9,261.61) from 3/1/62 to 6/30/62	185	22		
			10,311	33		
		Credit amount allowed above	8,424	61		
		This amount subject to decree in				
		personam	1,886	72		

KATHARINE H. McCUTCHAN, widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife ROSE McCUTCHAN NORTHROP and JOHN L. S. NORTHROP, her husband	:	IN THE
Plaintiffs	:	
vs.	:	ANNE ARUNDEL COUNTY
MARY FRANCES McCUTCHAN, a minor, 6 King Charles Place Annapolis, Maryland c/o MICHAEL V. McCUTCHAN, her brother and next friend	:	NO. 14,729 EQUITY
Defendant	:	

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners by their Solicitor, John H. Hopkins, IV, respectfully state:

1. That they are the owners of certain real estate along with the Defendant, situate in the City of Annapolis, Sixth Election District of Anne Arundel County, known as No. 6 King Charles Place, Annapolis, Maryland, by virtue of a fee simple deed dated January 26, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 121, from Edith Sieber and husband to Katharine H. McCutchan and a deed dated December 21, 1960, and recorded among the aforesaid Land Records in Liber G.T.C. No. 1447, folio 1, by which the said Katharine H. McCutchan, widow, conveyed to Rose McCutchan Northrop, Michael Vincent McCutchan and Mary Francis McCutchan, said property reserving however a Life Estate, certified copies of said deeds are filed herewith as Plaintiffs' Exhibits Nos. 1 and 2 respectively and are prayed to be taken as a part hereof.

2. That by a Contract of Sale dated November 27th, 1961, your Petitioners have contracted with Myron S. Gordon to sell him said property for the price of Ten Thousand Dollars ($10,000.00), said contract being filed herewith as Plaintiffs' Exhibit No. 3, and it is prayed to be taken as a part hereof.

3. That the Defendant, Mary Frances McCutchan is a minor, 18 years of age and is unable to join in a deed to be purchaser for her remainder interest in said property.

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1961 NOV 30 PM 3:08

4. That your Petitioners are of the opinion that the price of $10,000.00 is fair and a good price for said property considering its location, age and condition, and that it would be to the advantage of the minor to be sold and her share of the proceeds applied for her care, maintenance and education.

TO THE END THEREFORE:

A. That this Court sign a decree ordering the aforesaid property to be sold and ratifying the said Contract of Sale.

B. That this Court appoint a Trustee with authority to execute a deed to the purchaser in compliance with the terms of said Contract of Sale.

C. And for such other and further relief as said case may require.

AND, AS IN DUTY BOUND, ETC.

Katharine H. McCutchan

Michael Vincent McCutchan

Rachel M. McCutchan

Rose McCutchan Northrop

John L. S. Northrop

Petitioners

Solicitor for Petitioners
John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Telephone Colonial 3-3551

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Katharine H. McCutchan, widow, and Michael Vincent McCutchan and Rachel M. McCutchan, his wife, and they duly acknowledged that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

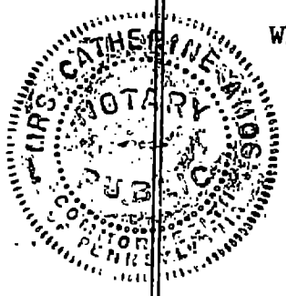
WITNESS my hand and Notarial Seal.

John H. Hopkins, IV Notary Public

STATE OF PENNSYLVANIA, WASHINGTON COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of November, 1961, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Rose McCutchan Northrop and John L. S. Northrop, her husband, and they duly acknowledged that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.



Mrs. Catherine Amos

Catherine Amos · Notary Public
NOTARY PUBLIC
My Commission Expires Sept. 25, 1963
Washington, Pa. Washington County

CONTRACT OF SALE—Form 19.

LIBER 139 PAGE 406

THIS AGREEMENT, Made this 27th day of November nineteen hundred and sixty-one, between Katharine H. McCutchan, widow, Michael Vincent McCutchan and Rachel M. McCutchan, his wife, and Rose McCutchan Northrop and John L. S. Northrop, her husband,

of the first part, hereinafter called Sellers

and Myron S. Gordon

of the second part., hereinafter called Buyer.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, the improvements thereon being known as No. 6 King Charles Place, Annapolis, Maryland, said property being particularly described in a deed dated January 26, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 121, from Edith Sieber and husband to Katharine H. McCutchan. See also deed dated December 21, 1960, and recorded among aforesaid Land Records in Liber G.T.C. No. 1447, folio 7.

At and for the price of	Ten Thousand	($10,000)	and 00/100	Dollars,
of which	Two Hundred	($200)	and 00/100	Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash at time of settlement. Settlement to be held and possession given upon ratification of this agreement by the Circuit Court of Anne Arundel County in a proceeding to be filed by the Parties of the First Part.
And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and other public 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 Sellers.

Time is the essence of this contract.

FILED 1962 FEB -6 PM 3:04

Witness our hands and seals.

TEST:

Myron S. Gordon
Buyer

Examiner's Exhibit No. 3
McCutchan, et al v. McCutchan
Equity No. 14729
John S. Rome L. Exam.

Katharine H. McCutchan ..... (SEAL)
Katharine H. McCutchan

Michael Vincent McCutchan ..... [SEAL]
Michael Vincent McCutchan

Rachel M. McCutchan ..... [SEAL]
Rachel M. McCutchan

Rose McCutchan Northrop ..... [SEAL]
Rose McCutchan Northrop

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John L. S. Northrop ..... [SEAL]
John L. S. Northrop
Sellers

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LIBER 453 PAGE 121 LIBER 139 PAGE 407

THIS DEED, made this 26th day of January, 1948, by and between Edith Sieber and Louis J. Sieber, her husband, parties of the first part, GRANTORS, and Katharine H. McCutchan, party of the second part, GRANTEE, all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of FIVE ($5.00) DOLLARS and for other good and valuable considerations paid by the said 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 Katharine H. McCutchan, her heirs and assigns in fee simple, all that lot known as Lot No. 6, King Charles Place, as recorded in the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat 8, situate in Annapolis, Sixth Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at a point in the Northeast outline of the whole tract as shown on a plat entitled "Subdivision of Property on South Street, Charles Street, and King Charles Place, by the Mercantile Trust Company, Trustees W. H. Hart Estate, Annapolis, Maryland", which plat is recorded in the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 8; where the division line between house no. 4 and house no. 6 intersects said outline; thence with said division line, South 45 degrees 41 minutes West 56.5 feet to the edge of the concrete paving of King Charles Place; thence still in the same line South 45 degrees 41 minutes West 8.5 feet to the center line of King Charles Place; thence with the center line of the same, North 44 degrees 19 minutes West 33.7 feet; thence with the division line between house no. 6 and house no. 8, North 45 degrees 41 minutes East 8.5 feet to the edge of the concrete paving of King Charles Place; thence still in the same line North 45 degrees 41 minutes East 56.8 feet to intersect the first mentioned Northeast outline; thence with the same South 43 degrees 40 minutes East 33.7 feet to the place of beginning.

Exhibit No. 1

Examiner Exhibit No 1
McCutchan v. McCutchan
Equity No 14729
John S. Rowe L. Exam.

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being that property known as No. 6 King Charles Place as shown on the first mentioned plat and in accordance with a survey made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November 1940 and as amended in May 1943.

BEING the same property which was conveyed to Edith Sieber by Samuel B. Dove and Rosa E. Dove, his wife, by deed dated July 31, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 334, folio 403.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Katharine H. McCutchan, her heirs and assigns in fee simple.

AND the said parties of the first part do hereby covenant that they will WARRANT SPECIALLY the title to the property hereby conveyed and that they will execute such other and further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

Test:

Benjamin Michaelson — Edith Sieber (SEAL)

Edith Sieber

Louis J. Sieber (SEAL)

Louis J. Sieber

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of January, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Edith Sieber and Louis J. Sieber, her husband, and they duly acknowledged the foregoing instrument to be their act and DEED.

WITNESS my hand and Notarial Seal.

Benjamin Michaelson (SEAL)

Benjamin Michaelson, Notary Public

Recorded January 27th, 1948 at 10-35 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT: LIBER 139 PAGE 409

I HEREBY CERTIFY, that the aforegoing... photostatic copy of deed ...is truly taken and copied from Liber... JHH ..., No... 453 ..., folio 121 ..., one of the ... Land ... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this... 1st ...day of... December ... A. D. 1961.

George T. Cromwell

Clerk of the Circuit Court for Anne Arundel County

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NO TITLE EXAMINATION
NO STAMPS REQUIRED

BOOK 1447 PAGE 7 LIBER 139 PAGE 410

THIS DEED, made this 13th day of December, 1960, by and between KATHARINE H. McCUTCHAN, widow, Party of the First Part, Grantor, and ROSE MAXINE McCUTCHAN NORTHROP, MICHAEL VINCENT McCUTCHAN and MARY FRANCES McCUTCHAN, Parties of the Second Part, Grantees,

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations paid by the said Parties of the Second Part to the said Party of the First Part, the receipt whereof is hereby acknowledged, the said Party of the First Part does hereby grant and convey unto the said Rose Maxine McCutchan Northrop, Michael Vincent McCutchan and Mary Frances McCutchan, as tenants in common, their heirs and assigns, in fee simple, RESERVING, HOWEVER, a life estate in the said Katharine H. McCutchan, all that lot or parcel of ground known as Lot No. 6, King Charles Place, as recorded in the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat 8, situate in Annapolis, Sixth Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at a point in the Northeast outline of the whole tract as shown on a plat entitled "Subdivision of Property on South Street, Charles Street and King Charles Place, by the Mercantile Trust Company, Trustees W. H. Hart Estate, Annapolis, Maryland," which plat is recorded in the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 8; where the division line between house No. 4 and house No. 6 intersects said outline; thence with said division line, South 45° 41' West 56.5 feet to the edge of the concrete paving of King Charles Place; thence still in the same line South 45° 41' West 8.5 feet to the center line of King Charles Place; thence with the center line of the same, North 44° 19' West 33.7 feet; thence with the division line between house No. 6 and house No. 8, North 45° 41' East 8.5 feet to the edge of the concrete paving of King Charles Place; thence still in the same line North 45° 41' 56.8 feet to intersect the first mentioned Northeast outline; thence with the same South 43° 40' East 33.7 feet to the place of beginning. Being that property known as No. 6 King Charles Place as shown on the first mentioned plat and in accordance with a survey made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1940, and as amended in May, 1943.

BEING the same property which was conveyed to the said Katharine

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H. McCutchan by Edith Sieber and Louis J. Sieber, her husband, by deed dated January 26, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 453, folio 121.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Rose ~~Marie~~ McCutchan Northrop, Michael Vincent McCutchan and Mary Frances McCutchan, as tenants in common, their heirs and assigns, in fee simple, RESERVING, HOWEVER, a life estate in the said Katharine H. McCutchan.

AND the said Party of the First Part hereby covenants that she will WARRANT SPECIALLY the title to the property hereby conveyed, and that she will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

Marian Mongold, R.N.

Katharine H. McCutchan (SEAL)

STATE OF MARYLAND, COUNTY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 13 day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Katharine H. McCutchan, widow, and she acknowledged the foregoing instrument to be her act and deed.

WITNESS my hand and Notarial Seal.

Margaret D. Cochran, Notary Public

Rec'd for record Dec 21, 1960 at 3:35 P.M.
Mail to: John H. Hopkins, IV

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber G.T.C., No. 147, folio 7, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 7th day of February, A. D., 196 2.

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

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LIBER 139 PAGE 413

KATHARINE H. McCUTCHAN, widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife, ROSE McCUTCHAN NORTHROP and JOHN L. S. NORTHROP, her husband,	:	IN THE
Plaintiffs	:	
vs.	:	ANNE ARUNDEL COUNTY
MARY FRANCES McCUTCHAN, a minor,	:	
Defendant	:	NO. 14729 EQUITY

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

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Michael Vincent McCutchan, by John H. Hopkins, IV, his solicitor respectfully says:

1. That he is the brother of Mary Frances McCutchan, the infant Defendant, in the above titled cause.

2. That the said Defendant cannot answer the Bill of Complaint by reason of her infancy.

TO THE END, THEREFORE,

a. That this Honorable Court appoint a Guardian Ad Litem for the infant Defendant, Mary Frances McCutchan, to cause an answer to be filed in her behalf and protect her interests in these proceedings.

b. And for such other and further relief as the nature of her case may require.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Solicitor for Petitioner

ORDER OF COURT

Upon the foregoing Petition, it is this 15th day of December, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Emerson Moreton be and he is hereby appointed Guardian Ad Litem for Mary Frances McCutchan, infant, to answer on behalf of said infant the Bill of Complaint of Katharine H. McCutchan and others, for authority to sell real estate in which the said infant has an equity.

FILED
1961 DEC 15 PM 2:30

Judge

FILED
1961 DEC 13 PM 3:17

KATHARINE H. McCUTCHAN, widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife, ROSE McCUTCHAN NORTHROP and JOHN L. S. NORTHROP, her husband,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
MARY FRANCES McCUTCHAN, a minor,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 14729 EQUITY

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

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ernest Florestano, guardian ad litem for Mary Frances McCutchan, infant, respectfully represents:

1. That he was appointed guardian ad litem for Mary Frances McCutchan, infant, by order of this Honorable Court, dated December 15, 1961.

2. The Defendant being an infant cannot admit any of the matters and things alleged in said bill of Complaint and submits her 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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10

KATHARINE H. McCUTCHAN, Widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife, ROSE McCUTCHAN NORTHROP and JOHN L. S. NORTHROP, her husband Plaintiffs	*	IN THE
	*	CIRCUIT COURT
	*	FOR
VS	*	ANNE ARUNDEL COUNTY
	*	EQUITY # 14,729
MARY FRANCES McCUTCHAN, a minor, Defendant	*	

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

December 29, 1961

Present:

John H. Hopkins IV, Solicitor for Plaintiffs

John G. Rouse, Jr., Court Examiner

Conchita D. Tuers, Court Reporter

Witnesses:

Michael Vincent McCutchan, pages 2 - 4

T. Carroll Worthington, pages 5 - 6

Thomas C. Worthington, pages 7 - 8

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Michael Vincent McCutchan, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Hopkins)

1. State your name?

A. Michael Vincent McCutchan.

2. And your address?

A. 6 King Charles Place, Annapolis, Maryland.

3. You are one of the Plaintiffs in the case of Katharine H. McCutchan, widow, etal vs Mary Frances McCutchan, a minor?

A. Yes, I am.

4. Do you have a remainder interest along with your sisters in property in 6 King Charles Place, Annapolis?

A. Yes, I do.

(Mr. Hopkins)

First deed filed, deed dated January 26, 1948 from Edith Sieber etal to Katharine H. McCutchan, etal.

(DEED DATED JANUARY 26, 1948 FROM EDITH SIEBER etal to KATHARINE H. MCCUTCHAN RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LBER J.H.H. 453 FOLIO 121)

And Exhibit #2 is deed dated December 21, 1960 from Katharine H. McCutchan, Widow, to Rose McCutchan Northrop, Michael Vincent McCutchan and Mary Frances McCutchan dated December 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1447 folio 7. This deed conveys the property known as #6King Charles Place from Katharine H. McCutchan to Rose McCutchan Northrop, Michael Vincent McCutchan and Mary Frances McCutchan, as Tenants in Common reserving a life estate in the said, Katharine

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H. McCutchan.

(DEED DATED DECEMBER 21, 1960 FROM KATHARINE H. MCCUTCHAN, Widow, to ROSE MCCUTCHAN NORTHROP, MICHAEL VINCENT MCCUTCHAN, AND MARY FRANCES MCCUTCHAN RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.T.C. #1447 FOLIO 7 FILED AS EXAMINER'S EXHIBIT #2)

5. Now Michael, you, your sister and your mother desire to sell this property, is that correct?

A. Yes sir.

6. And because your sister, Mary Frances McCutchan, is a minor she is unable to join in this conveyance,is that correct?

A. That's correct.

7. What is the age?

A. She is now nineteen as of November 27th.

8. When was she born?

A. 1942.

9. What is the reason for selling the property?

A We purchased another property.

10. You say 'we', who did?

A. I'm referring to my wife and myself and my sister will live with us except at the time that she is attending school. And we have no desire of maintaining another property here in town.

11. Where is your mother?

A. My mother is a permanent patient at the Caton Ridge Nursing Home, Catonsville, Maryland.

12. Does your mother desire to keep this property?

A. No.

13. Would she, if it were not sold, would she have any means of maintaining it, keeping the property?

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A. No, all of her funds now pay for her hospital care.

14. I show you a contract of sale in which you have agreed to sell this property to Myron S. Gordon for the price of $10,000. Do you feel that that is a fair and just price for the property?

A I do.

(CONTRACT OF SALE FILED AS EXAMINER'S EXHIBIT #3)

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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. No

Answer Bernard McEntee

Signature . . . . . .

15

T. Carroll Worthington, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Hopkins)

1. Would you state your name and address?

A. T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland.

2. What is your occupation?

A. Realtor.

3. How long have you beena Realtor?

A. Since 1923.

4. Have you done appraisals and bought and sold real estate in the City of Annapolis?

A I have.

5. Since that time.

A (Witness nods affirmatively)

6. You are familiar with land and building values of property in the City of Annapolis?

A. I am.

7. Have you appraised or looked over the property known as #6 King Charles Place, Annapolis, Maryland?

A. I looked at it on December 26.

8. Could you describe briefly what the property consists?

A. There's a lot approximately 30 x 50; two story stucco and frame composition roof dwelling; has screened front porch; living room with fire place; dining room; kitchen; powder room; four bedrooms and a bath; partial basement; oil fired hot air pipeless furnace.

9. With your knowledge of real estate values, what would you -- what

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is your opinion as to the fair market value of that property at this time?

A. Fair market value, as of today, is $9500.

(Mr. Rouse)

J. Would it be your opinion that if the parties in this case, were able to sell that property for $10,000 it would be in their best interest of all of them to do so?

A I would say so.

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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. J. [signature]

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Thomas C. Worthington, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Hopkins)

1. Tom, would you state your name and address?

A. Thomas C. Worthington, Towns-Worth Building, Annapolis, Maryland.

2. What is your occupation?

A. I'm a realtor.

3. How long have you been a realtor?

A. For thirteen years now.

4. Where have you been a realtor?

A. For the whole time I've been in business I've been right here in Annapolis.

5. Right in Annapolis?

A. Uh-huh.

6. You are familiar with realestate values?

A. I am.

7. In the City of Annapolis?

A. I am.

8. Have you examined or are familiar with the property known as 6 King Charles Place, Annapolis, that is the subject matter of this suit?

A. Yes, I have been through the property.

9. Youheard Mr. Carroll Worthington, just testify, did he give a good description of the property?

A. Yes, he did.

10. What, in your opinion, is the fair market value of the-- of that property?

A. I am in agreement with him that $9500 would be a fair price.

11. Do you feel that it would be to the advantage of the parties of this case if the offer of $10,000 is accepted?

A. Yes, that is my opinion.

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answer.

Answer. . . No. . . . . .

Signature. Thomas C. Worth Jr.

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There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their 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 6th day of ~~January~~ February, 1962.

John G. Rouse, Jr. Examiner (SEAL)

John G. Rouse, Jr.
Examiner

J. R. $10.00

C. T. $10.00 C.T. Paid

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KATHARINE H. McCUTCHAN, widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife ROSE McCUTCHAN NORTHROP and JOHN L. S. NORTHROP, her husband,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
MARY FRANCES McCUTCHAN, a minor,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 14729 EQUITY

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

DECREE

This cause standing ready for hearing and being submitted the Bill, Answer and other proceedings were by the Court read and considered; and it appearing that the infant Defendant has appeared in this proceeding and answered by guardian ad litem appointed by this Court; and it further appearing that the real estate mentioned in this proceeding cannot be divided in kind among the parties in interest without loss or injury to that interest, and further that it would be to the advantage and benefit of all concerned that the real estate mentioned be sold; and finally, it appearing to the Court that the offer made by Myron S. Gordon for the said real estate mentioned in this proceeding is in excess of the fair market value of the property as determined by two experienced appraisers of real estate, it is thereupon this 20th day of February, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the real estate described in this proceeding be sold and that John H. Hopkins, IV, be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

1. He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by him with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Ten Thousand Dollars ($10,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises.

FILED

1962 FEB 21 AM 10:56

23

2. That he shall proceed to make the sale to Myron S. Gordon of the property described in this proceeding for cash, in accordance with the Contract of Sale dated November 27, 1961, a copy of which is filed in this proceeding.

3. And as soon as may be convenient after such sale, the Trustee shall return to this Court the full and particular account of the same with an affidavit of the truth thereof. Upon ratification of the sale by this Court and on the payment of the whole purchase money and not before, the said Trustee by good and sufficient deed to be executed and acknowledged according to Law, shall convey to the purchaser of said property to him sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

4. And the Trustee shall bring into this Court the money arising from such sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commission to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.

Matthew P. Evans

Judge

LIBER 139 PAGE 428
LIBER 11 PAGE 255

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

Equity #14,729

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV 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 Ten Thousand Dollars - - - - - - - - ($10,000.00) , current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 23rd day of February , 19 62.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Katharine H. McCutchan vs. Mary Frances McCutchan, a minor dated February 20, 1962 , John H. Hopkins, IV, was appointed Trustee to make sale of the property described in said proceedings, and the said John H. Hopkins, IV, is about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Ethel M. Carle
Ethel M. Carle

John H. Hopkins, IV (SEAL)
PRINCIPAL

Globe Indemnity Company, a body Corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

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

FILED
1962 FEB 23 PM 10:57

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LIBER 139 PAGE 429

KATHARINE H. MCCUTCHAN, WIDOW, MICHAEL VINCENT MCCUTCHAN and RACHEL M. MCCUTCHAN, his wife, ROSE MCCUTCHAN NORTHROP and JOHN L.S. NORTHROP, her husband Plaintiffs	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
	:	NO. 14,729 EQUITY
MARY FRANCES MCCUTCHAN, a minor, Defendant	:	

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

REPORT OF SALE
OF
REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Trustee, respectfully shows:

That, whereas, by a certain decree of the Circuit Court for Anne Arundel County, dated February 20, 1962, and passed in the above titled cause, your Orator was authorized to sell the property described in said proceedings; and whereas, the said John H. Hopkins, IV, Trustee, in pursuance of the power and authority vested in him by said decree, having given bond as security for the faithful performance of his trust, has sold to Myron S. Gordon, all that lot of land and improvements thereon situate in the City of Annapolis, Anne Arundel County, Maryland, the improvements thereon being known as No. 6 King Charles Place, Annapolis, Maryland , for the sum of Ten Thousand ($10,000.00) Dollars, and said purchaser has complied with the contract of sale.

Respectfully submitted,

John H. Hopkins, IV, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV, Trustee, and made oath in due for of law that the matters and things set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Nicholas J. Fotos - Notary Public

1962 APR-9 PM 3:55

FILED

26

ORDER NISI

KATHARINE H. McCUTCHAN, Widow,
MICHAEL VINCENT McCUTCHAN and
RACHEL M. McCUTCHAN, his wife,
ROSE McCUTCHAN NORTHROP and
JOHN L. S. NORTHROP, her husband

versus

MARY FRANCES McCUTCHAN, a minor

LIBER 139 PAGE 430

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,729 Equity

Ordered, this 9th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of May next.

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

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

John H. Hopkins, IV, Atty.
(Final Order)

Evening Capital (for Apr. 12 edition)

KATHARINE H. McCUTCHAN, Widow,
MICHAEL VINCENT McCUTCHAN and
RACHEL M. McCUTCHAN, his wife
ROSE McCUTCHAN NORTHROP and
JOHN L.S. NORTHROP, her husband

versus

VS.

MARY FRANCES McCUTCHAN, a minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of May, 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 Bowie Duckett
JUDGE.

FILED
1962 MAY 15 PM 12:23

OFF. OF

LIBER 139 PAGE 431

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,729 Equity

KATHARINE H. McCUTCHAN, Widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, HIS WIFE, ROSE McCUTCHAN NORTHROP and JOHN L. S. NORTHROP, her husband

versus

MARY FRANCES McCUTCHAN, a minor

Ordered, this 9th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of May next.

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

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

M-31

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,729

Katharine H. McCutchan

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 May, 1962. The first insertion being made the 12th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 22433 1962 MAY 11 AM 10:11

KATHARINE H. McCUTCHAN, Widow, MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife ROSE McCUTCHAN NORTHRUP and JOHN L. S. NORTHRUP, her husband	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	
vs.	:	ANNE ARUNDEL COUNTY
MARY FRANCES McCUTCHAN, a minor	:	
Defendant	:	NO. 14,729 EQUITY

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

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY that on this 21st day of May, 1962, before me, the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Myron S. Gordon, purchaser of the property in the above named case and he made oath in due form of law, pursuant to Rule BR 6, section 3, of the Maryland Rules of Procedures, that he was acting for himself in the purchase of the property known as No. 6 King Charles Place, Annapolis, Maryland, and was acting for no one else at the private sale, further, he made oath that he was not bidding on the property as the sale was done by private sale.

IN WITNESS HERETO, I set my hand and seal.

Myron S. Gordon

Myron S. Gordon

Elizabeth Kimpton

Notary Public

ELIZABETH KILIPTON SOUTHWOOD NOTARY PUBLIC ANNE ARUNDEL COUNTY

Filed May 14, 1962 per order of Court 5-21-62
(Nunc pro tunc)

29

KATHARINE H. McCUTCHAN, Widow MICHAEL VINCENT McCUTCHAN and RACHEL M. McCUTCHAN, his wife, ROSE McCUTCHAN NORTHRUP and JOHN L. S. NORTHRUP, her husband	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	
vs.	:	ANNE ARUNDEL COUNTY
MARY FRANCES McCUTCHAN, a minor	:	NO. 14,729 EQUITY
Defendant	:	

: :

PETITION TO FILE AFFIDAVIT OF
PURCHASER NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Pursuant to Rule B R 6, section of the Maryland Rules of Procedure, your Trustee respectfully prays that he be permitted to file an affidavit by the purchaser as required by the rules.

2. A final Order ratifying the sale was passed by this Honorable Court prior to an affidavit by the purchaser having been made, wherefore, your Trustee prays that the affidavit of the purchaser be filed nunc pro tunc.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV

John H. Hopkins, IV, Trustee

ORDER OF COURT

In accordance with the foregoing Petition to file an affidavit of the purchaser, it is this 21st day of May, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the affidavit of the purchaser in the above named premises be filed nunc pro tunc.

D. Bruce Dunkelt

Judge

FILED

1962 MAY 22 AM 11:45

1962 MAY 21 PM 2:33

In the Case of

KATHERINE H. MCCUTCHAN, etal

VS.

MARY FRANCES MCCUTCHAN, a minor

In the

Circuit Court

For

Anne Arundel County

No. 14,729 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, and 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.

June 11, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of June, 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.

Clerk

Per: Guy Bell, deputy

FILED

1962 JUN 27 AM 10:35

31

Dr. Katherine H. McCutchan etal vs Mary Frances McCutchan, a minor

In Acct. with John H. Hopkins, IV, Trustee

					Cr.	
	By	Amount of Sale as per contract of sale filed	10,000	00		
	By	Adjustment- 1961 City of Annapolis taxes ($69.83) 5/21/62 - 6/30/62 - 1 month 10 days	7	76		
					10,007	76
	To	Trustee, for commissions, viz.	330	00		
					330	00
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	63	15		
		James G. Rouse, Jr., Examiner's fee	10	00		
		Conchita Tuers, Stenographer's fee	10	00		
		E. Florestano, Guardian ad litem	4	00		
		Auditor, this account	42	50		
					139	65
	To	Trustee, for disbursements, viz.				
		Clerk, certified copies	9	75		
		Globe Indemnity Co.- bond premium	40	00		
		½ Federal & State Revenue stamps	16	50		
		Adjustment- City of Annapolis-water	2	82		
		Adjustment- State & County taxes	40	76		
		Annapolis Federal & Savings Loan Assoc. balance on Mortgage	1,888	84		
					1998	67
		This balance for distribution	7,539	44		
	To	Katherine H. McCutchan, life tenant (6/17 of $7,539.44)	2,662	17		
	To	Michael V. McCutchan, remainderman;				

		(11/51 of $7,539.44)	1,625	75		
	To	Rose McCutchan Northrup, remainder-man, (11/51 of $7,539.44)	1,625	76		
	To	Mary Frances McCutchan, a minor, remainderman, (11/51 of $7,539.44) to be retained by Trustee pending further order of this Court	1,625	76	7,539	44
					10,007	76

55

PAULINE GRACE JAGER 529 Koch Road Linthicum, Maryland Plaintiff vs. JOSEPH BERNARD JAGER 1 - Sixth Avenue Brooklyn Park 25, Maryland and ELMER T. BACH, and MARGARET BACH, his wife 502 Stanford Road Baltimore 29, Maryland Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13557, EQUITY

LIBER 139 PAGE 437

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Pauline Grace Jager, respectfully represents:

1. That on or about June 1, 1956, your Oratrix and her husband, the Defendant, Joseph Bernard Jager, purchased from Lillian B. Koch and William G. Koch a certain lot of ground on Fort Meade Road at Koch Road containing one-third of an acre, more or less, and had moved thereon a dwelling.

2. That on or about June 1, 1956, the Defendant, Elmer T. Bach and the Defendant, Joseph Bernard Jager, et with your Oratrix in the home on Koch Road and your Oratrix and her husband, the Defendant, Joseph Bernard Jager, executed certain papers which your Oratrix understood to be a mortgage in the amount of approximately Six Thousand Dollars ($6,000.00) to the Lynhurst Building Association, Lynhurst and Edmondson Avenues, Baltimore, Maryland, of which the said Defendant, Elmer T. Bach, is reputed to be an officer.

3. That your Oratrix and her husband, since September, 1956, made monthly payments of Sixty-two Dollars ($62.00) each to the offices of the aforesaid Building Association.

4. That on or about June 3, 1956, your Oratrix and her husband were advised by Lillian B. Koch that the deed to the said property on Koch Road was to Elmer T. Bach and Margaret Bach, his wife, and not to your Oratrix and her husband; that on questioning her husband, the Defendant, Joseph Bernard Jager concerning the deed, he admitted that the deed conveyed the property to the said Elmer T. Bach and wife, but assured her it was done to facilitate the procurement of a mortgage

and that it would be reconveyed to him and your Oratrix as tenants by the entirety in due course.

5. That on or about November 16, 1959, your Oratrix was abandoned and deserted by her said husband, and she then procured legal counsel to advise her as to her rights; than said counsel on examination of the Land Records of Anne Arundel County discovered a deed from Lillian B. Koch and William G. Koch conveying the aforementioned property, known as 529 Koch Road, situate at the intersection of Fort Meade and Koch Road to Elmer T. Bach and Margaret Bach, his wife, dated June 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, folio 416, a certified copy of which is attached hereto as Plaintiff's Exhibit No. 1, and that there was no record of a mortgage or other lien against said property and no record of the papers heretofore mentioned that were executed by your Oratrix and the Defendant, Joseph Bernard Jager.

6. That the Defendants, Joseph Bernard Jager, Elmer T. Bach and Margaret Bach, his wife, by their actions in having your Oratrix execute certain documents along with their declarations, promises and representations did so with the purpose and intent to defraud her out of her equity in said property.

7. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, hold title to said property as constructive Trustees for the benefit of your Oratrix and her husband, as tenants by the entirety.

8. That your Oratrix has no adequate remedy at law to establish her equity in said property.

WHEREFORE, your Oratrix prays:

1. That this Court hold, declare and establish a trust in the said real estate in favor of your Oratrix and her husband, as tenants by the entirety, to the extent of their equity in same.

2. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, be restrained from conveying said real property pending final disposition by this Court in the premises.

3. That, if necessary, said real estate be sold by decree of this Court and so much of the proceeds as may be proper be applied to the satisfaction

of the equity of your Oratrix and her said husband.

4. That your Oratrix may receive such other and further relief as the nature of her case may require.

AND AS IN DUTY BOUND, ETC.

/s/ Pauline Grace Jager
Pauline Grace Jager, Plaintiff

/s/ John H. Hopkins, IV
John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Tel. CO 3-3551
Attorney for Plaintiff

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 14th day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Pauline Grace Jager, Plaintiff in the foregoing Bill of Complaint, and she made oath in due form of law that the matters and things set forth in the said Bill of Complaint are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

/s/ William H. Auld
William H. Auld, Notary Public

LIBER 139 PAGE 439

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LIBER 1033 PAGE 416

DEED

No 13,557

LIBER 139 PAGE 440

THIS DEED, made this 1st day of June, 1956, by and between LILLIAN B. KOCH and WILLIAM G. KOCH, parties of the first part and Grantors and ELMER T. BACH and MARGARET BACH, his wife, parties of the second part and Grantees.

WITNESSETH: That for and in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto ELMER T. BACH and MARGARET BACH, his wife, as tenants by the entirety, their heirs and assigns, in fee simple, all that lot or parcel of ground, situate in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a stake on the west side of a thirty (30) foot road, running to Fort George Meade and running thence South 89° 43' West 123.32 feet to a stake; thence North 0° 49' East 124.46 feet to a stake; thence North 89° 43' East 110 feet to a stake on the west side of the thirty (30) foot road aforesaid. Said lot being shown on the Plat filed in Liber J.H.H. No. 475, folio 53 of the Land Records of Anne Arundel County; thence with the west side of said road South 03° 20' East 31.87 feet to a stake in the bend of said road; thence South 06° 17' East 93.13 feet to the place of beginning. As shown on a survey and plat of the property of Lilliam B. Koch and William G. Koch, Fifth Election District of Anne Arundel County, dated August 1955, by Thomas W. Shiver, Registered Engineer and Surveyor.

BEING part of the same property conveyed from Robert Baer, et al by deed dated May 28, 1942 and recorded among the Land Records aforesaid in Liber J.H.H. No. 260, folio 335.

AND ALSO BEING the same property conveyed in the deed recorded in Liber J.H.H. No. 343, folio 291 of the Land Records aforesaid.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1955 DEC 16 AM 11

Plaintiffs Exhibit No. 1

4

LIBER 1033 PAGE 417
LIBER 139 PAGE 441

TO HAVE AND TO HOLD the above described property and premises, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of ELMER T. BACH and MARGARET BACH, his wife, as tenants by the entirety, their heirs and assigns, in fee simple; SUBJECT HOWEVER, to the restrictions as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 168.

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed; that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property granted and conveyed and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the Grantors within.

WITNESS:

William J. Boehm — Lillian B. Koch (SEAL)

William J. Boehm — William G. Koch (SEAL)

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

I HEREBY CERTIFY, that on this 14 day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Lillian B. Koch and William G. Koch, the Grantors within, and each acknowledged the aforegoing Deed to be their act and deed.

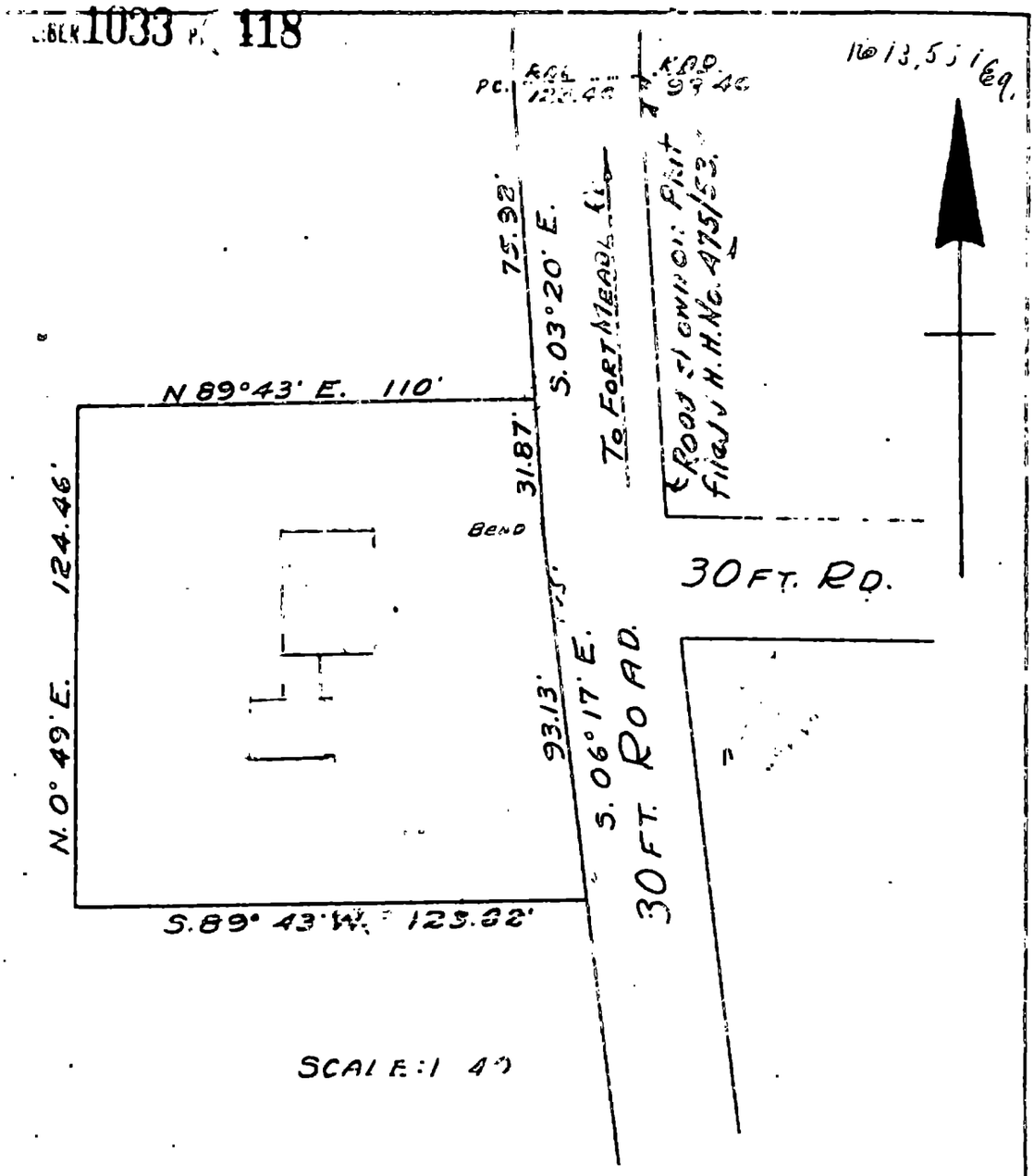
WITNESS my hand and Notarial Seal.

William J. Boehm
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Recorded June 6 1956, at 11:28 A.M.
Mailed to William J. Boehm

5



SURVEY OF
PART OF THE PROPERTY OF
LILLIAN B. & WILLIAM G. KOCH
5TH ELECTION DIST.
ANNE ARUNDEL COUNTY
AUG. 1955

REG. ENG. & LAND SURVEYOR

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT: LIBER 139 PAGE 443

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed, as recorded in Liber G. T. C. No. 1033, Folio 416, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of December, 1959, A. D.

George T. Cromwell

George T. Cromwell, Clerk

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LIBER 139 PAGE 444

PAULINE GRACE JAGER
529 Koch Road
Linthicum, Maryland

Plaintiff

vs.

JOSEPH BERNARD JAGER
1 - Sixth Avenue
Brooklyn Park 25, Maryland

and

ELMER T. BACH, and
MARGARET BACH, his wife
502 Stanford Road
Baltimore 29, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,557, EQUITY

ANSWER

Now comes, Joseph B. Jager, one of the Defendants in the above entitled cause and for answer to the Bill of Complaint filed against him says that:

1. That he denies the allegations contained in Paragraphs one, two, three, four, five, six, seven and eight of said Bill of Complaint.

And having fully answered said Bill of Complaint, the Defendant begs to be hence dismissed with his reasonable costs.

AND AS IN DUTY BOUND, ETC...

Joseph B. Jager

Ralph C. Boyd
Attorney
208 S. Crain Highway
Glen Burnie, Maryland
SOuthfield 1-0828

I HEREBY CERTIFY that on this 13th day of January, 1960, a copy of the above answer was mailed to John H. Hopkins, IV at 15 School Street, Annapolis, Maryland.

FILED

1960 JAN 13 PM 1:03

Ralph C. Boyd
Attorney for Defendant
Joseph B. Jager

PAULINE GRACE JAGER
529 Koch Road
Linthicum, Maryland.

Plaintiff

vs

JOSEPH BERNARD JAGER
1 - Sixth Avenue,
Brooklyn Park 25, Maryland

and

ELMER T. BACH and
MARGARET BACH, his wife,
502 Stanford Road,
Baltimore 29, Maryland.

Defendants

IN THE LIBER 139 PAGE 445

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,557 EQUITY

.. ..

DEMURRER AND ANSWER
TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Defendants, Elmer T. Bach and Margaret Bach, his wife, by and through their Solicitor, William J. Boehm, and Demurrers and Answers the Bill of Complaint filed against them:

AND, FOR DEMURRER, say:

1. That the Bill of Complaint filed herein is bad in substance and insufficient at law.

2. That the facts alleged in said Bill of Complaint are not within the provisions of the statute of frauds.

AND, FOR ANSWER to said Bill of Complaint say:

1. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, deny the allegations contained in paragraph 1 of said Bill of Complaint and further show that on the 1st day of June, 1956, that Lillian B. Koch and William G. Koch, mother and son, sold the property to Elmer T. Bach and Margaret Bach, his wife; said deed being recorded in the Land Records of Anne Arundel County in Liber G.T.C. No. 1033, folio 416. That the settlement was made in the law office of William J. Boehm, as Trustee, in

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 FEB -8 PM 2:47

Annapolis, Maryland, who paid the sum of $2,062.25 to the Sellers with money left with said William J. Boehm, as Trustee, by Elmer T. Bach and Margaret Bach, his wife, for the purpose of purchasing said property. That, at the tim eof the execution of the deed, there were no improvements on said property and that further Pauline Grace Jager and Joseph Bernard Jager, her husband, did not sign any papers nor were they present at any settlement, and so far as the attorney knew, they had no interest in said property.

2. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, deny the allegations contained in paragraph 2 of said Bill of Complaint and that the Defendants aforesaid are without knowledge as to any of the said allegations. But, Elmer T. Bach admits he is an officer of the Lynhurst Building Association and further the Defendants, Elmer T. Bach and Margaret Bach, his wife, state that the property described in these proceedings has never been mortgaged with the Lynhurst Building Association or any other association, bank, lending institution or individual and that the Defendants, Elmer T. Bach and Margaret Bach, his wife, paid the entire sums for the cost of the real estate, moving of the house on said property, foundation, improvements, etc. from the Defendants aforesaid own bank account and that neither Joseph Bernard Jager nor Pauline Grace Jager contributed any money whatsoever towards the property described in these proceedings.

3. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, emphatically and categorically deny the allegations contained in paragraph 3 of said Bill of Complaint and further state that Joseph Bernard Jager did pay the Defendants, Elmer T. Bach and Margaret Bach, his wife, the monthly rental of $62.00 with the express understanding that Joseph Bernard Jager would pay the real estate taxes on said property, so long as he lived within the property. And, that your Defendants, Elmer T. Bach and Margaret Bach, his wife, further show that they own other properties identically in facilities and type

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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located in the immediate area for which they receive $80.00 per month rental, including taxes.

4. That they emphatically deny the allegations contained in paragraph 4 of said Bill of Complaint and further state that no mortgage was ever placed on said property or contemplated to be placed on said property and no agreement was entered into by Elmer T. Bach and Margaret Bach, his wife, with the Plaintiff, Pauline Grace Jager, or anyone else to the effect that the property would be reconveyed as tenants by the entireties in due course.

5. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, neither admit nor deny so much as to the allegations containedin paragraph 5 of said Bill of Complaint, pertaining to the marital situation but do admit the allegations in regards to the conveyance of the property to the Defendants, Elmer T. Bach and Margaret Bach, his wife.

6. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, emphatically and categorically deny the allegations contained in paragraph 6 of said Bill of Complaint and feel that they are made solely to embarrass and ridicule the Defendants, Elmer T. Bach and Margaret Bach, his wife, and made without just cause or provocation.

7. That the Defendants, Elmer T. Bach and Margaret Bach, his wife, emphatically deny the allegations contained in paragraph 7 of said Bill of Complaint and further show that they have invested in the neighborhood of $9,000.00 in said property and have purchased the property as an investment and that as of the present date the Defendants aforesaid have not received any rental from said property for the months of December 1959, January 1960 and February 1960 nor have the taxes been currently paid.

ANSWERING GENERALLY, that the Defendants, Elmer T. Bach and Margaret Bach, his wife, never entered into any contract

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

//

or agreement with Pauline Grace Jager for the sale of the real estate described in these proceedings at any time and that the Defendants, Elmer T. Bach and Margaret Bach, his wife, own several other properties in the immediate vicinity which are in a rental status as well as under contract of sale and that in each and every case the contract of sale is duly executed and the insurance policies on said properties so designate the equity of the purchaser. In the instant case, the property described in these proceedings was never subject to any contract of sale, installment contract or agreement in favor of Pauline Grace Jager or Joseph Bernard Jager and that the said parties resided in said premises solely on a month-to-month rental basis, upon the payment of $62.00 per month, excluding the payment of taxes, which would have to be paid by the Lessees.

Having answered the Bill of Complaint against them herein, the Defendants, Elmer T. Bach and Margaret Bach, his wife, pray to be hence dismissed with costs.

William J. Boehm,
Attorney for the Defendants,
Elmer T. Bach and
Margaret Bach, his wife,
160 South Street
Annapolis, Maryland

I HEREBY CERTIFY that on this 8th day of February, 1960, I mailed a copy of the aforegoing Demurrer and Answer to Bill of Complaint to John H. Hopkins, IV, Esq., 15 School Street, Annapolis, Maryland, Attorney for Pauline Grace Jager, the Plaintiff; and a copy to Ralph C. Boyd, Esq., 208 Crain Highway, S.W., Glen Burnie, Maryland, Attorney for the Defendant, Joseph Bernard Jager.

William J. Boehm

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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PAULINE GRACE JAGER LIBER 139 *PAGE 449		IN THE
Plaintiff	*	
		CIRCUIT COURT
VS	*	
JOSEPH BERNARD JAGER and	*	FOR
ELMER T. BACH and MARGARET BACK, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	
	*	NO. 13,557 EQUITY

* * *

OPINION

The Plaintiff, Pauline Grace Jager, filed her Bill of Complaint against the Defendants, Joseph Bernard Jager, her husband, and Elmer T. Bach and Margaret Bach, his wife, to have a deed absolute on its face to Elmer T. Bach and Margaret Bach, his wife, declared a mortgage or security for a loan from the Bachs to Joseph Bernard Jager and Pauline Grace Jager, his wife, and to have the Court declare a constructive or resulting trust in the property known as 529 Koch Road in Linthicum Heights, in favor of the said Joseph Bernard Jager and Pauline Grace Jager, his wife; and, if necessary, to sell said property, pay off the loan, and divide the remaining proceeds between the said husband and wife.

The testimony discloses that Joseph Bernard Jager and Pauline Grace Jager are husband and wife, and, prior to 1956 had been residing in an apartment in Brooklyn Park. After looking for a home site for some time, in the spring of 1955, Mr.

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Jager found the property in question. He had Mrs. Jager look at the lot and subsequently entered into negotiations with Mrs. Koch and her son for the purchase of the property. On 14 June 1955 an installment contract was entered into (Plaintiff's Exhibit No. 1) whereby Mr. Jager made a down payment of One Hundred Dollars ($100.00) and agreed to pay Fifteen Dollars ($15.00) per month. The purchase price was Twenty-three Hundred Dollars ($2300.00) and monthly payments were made until March 1956.

In the meantime Mr. Jager located fifteen (15) houses on Creswell Road which had to be moved in order to construct an approach road for the Harbor Tunnel. Mr. Jager interested his brother-in-law in making a bid on the houses. Mr. Bach's bid was high and he acquired the properties. With Mr. Bach's permission Mr. and Mrs. Jager selected one of the houses and it was placed on the lot in question sometime in the spring of 1956. Mr. Jager apparently did not have the necessary funds for a down payment with which to execute a conventional mortgage and Mr. Bach advanced the money to him by way of paying all expenses of moving the house and other incidentals in connection with locating it on the lot. In June, Mr. Bach paid the balance of the purchase price and Mrs. Koch executed a deed for the lot to Mr. and Mrs. Bach. Mr. and Mrs. Jager moved into the property. Mrs. Koch, realizing she had conveyed the property to the Bachs, called on Mrs. Jager and advised her of this fact. It was at this time that Mrs. Jager first learned that the property was not in her name or her husband's name, but in the Bachs' name. She had

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signed some papers and was under the impression that the property had been financed through Lyndhurst Building and Loan Association, of which Mr. Bach was an officer. Mr. Jager explained that his brother-in-law would not see him done out of anything and the property would be financed when he had paid enough money to Mr. Bach.

The Jagers have resided in the premises, paid taxes and insurance, made repairs and substantial improvements, and paid Sixty-two Dollars ($62.00) monthly to Mr. Bach. In November 1959, Mr. Jager left the home because of marital difficulties and moved in with his sister and brother-in-law, Mr. and Mrs. Bach. As a result of this separation, the Bill of Complaint was filed in December 1959.

The evidence is clear and undisputed that a loan was not made with Lyndhurst Building and Loan Association. However, Mr. Bach produced, and it is admitted in evidence as Plaintiff's Exhibit No. 3, a payment card showing the principal amount of a loan by Bach to Jager of Six Thousand Two Hundred Fifteen Dollars and Five Cents ($6215.05), with interest at 6%, monthly payments of Sixty-two Dollars ($62.00) made, amounts applied to principal and interest, and a reducing principal sum through November 1959, showing a principal balance due as of that date of Four Thousand Nine Hundred Four Dollars and Eighty Cents ($4904.80). The principal amount of the loan was determined by adding up all of the costs, including that of the lot, which were advanced by Mr. Bach. Although both Mr. Bach and Mr. Jager deny that there was an inten-

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tion to create a creditor-debtor relationship, it is evident that the arrangement was set up and treated by Mr. Bach and Mr. Jager as a loan. Further, Mr. Jager took credit for the interest payments and the payment of taxes on his Federal income tax returns. Mr. Bach also admitted that he had never visited or been in the house.

The question before the Court is whether the evidence adduced establishes a valid trust in favor of the husband and wife. It is the opinion of the Court that, if a trust is established, it is a resulting trust and not a constructive one. To determine the intentions of the parties, the Court must consider and give great weight to what happened in 1956 and up until the time of the marital difficulties and separation in November 1959.

From the documentary evidence in this case, it is obvious that the intention of the parties was to create a loan. (Plaintiff's Exhibit No. 3) It is also manifest by the action of the parties from 1956 to November 1959 that the arrangement entered into was a loan. This was evident from the fact that the monthly payments made by Mr. Jager were applied to principal and interest. The complete posession and control of the property was in the Jagers. They paid the taxes, insurance, and, during the period from 1956 to 1959, made substantial improvement to the property. It seems most unlikely to the Court that a tenant would build a garage, add a porch and make the many improvements that were done in this case at his own expense.

The Court of Appeals has considered this problem in a long line of cases. In the early case of Dryden vs. Hanway, 31 Md. 254, the facts were similar to the instant case. The Appellant, William H. Dryden, had filed a Bill of Complaint alleging that he purchased at a public sale a house and lot on East Fayette Street in the City of Baltimore. The purchase price of Two Thousand Four Hundred Dollars ($2,400.00) was paid by previous agreement by one Hanway, who was the brother-in-law of the Appellant, Hanway having died prior to the suit and the Appellees being his wife and child. The Appellant agreed to pay his brother-in-law six per cent (6%) interest on the loan. The sale was reported by the sellers, who were the executors of an estate, to the Orphans Court of Baltimore City as having been made to Hanway, and the executors executed an absolute deed to Hanway. Dryden, the Appellant, occupied the property immediately and continued to do so up to the filing of the Bill of Complaint and made payments to Hanway, treated the premises as his own, paid taxes and made repairs at his own expense. In that case, as in this, the Appellee filed an Answer and relied upon the Statute of Frauds as a defense. The Court of Appeals held that the money loaned by the Appellee to the Appellant, with the deed conveying to Hanway the legal title of the property to secure its payment, was abundant evidence of the nature of the transaction, and, therefore, the deed must be construed as a mortgage between the parties. The Court said that a resulting trust was fully established which a court of equity would recognize; that upon the payment of the amount due and the arrears of interest, the property must be discharged from the lien of the mortgage and

be conveyed to the Appellant by a trustee to be appointed by the Court for that purpose.

The real question in such cases as this one is whether the relationship of debtor and creditor existed between the parties at the time the deeds were executed. To determine this the Court must look to the entire transaction and the real intention of the parties. The intention of the parties is the true test and this intention is to be gathered from the circumstances surrounding the transaction and the conduct of the parties. Dryden vs. Hanway, supra; Bailey vs. Poe, 142 Md. 69; Miller vs. Miller, 101 Md. 695.

54 Am. Jur. Section 210 entitled "Trusts" has this to say:

> Where money is borrowed to purchase property the lender taking legal title to the land in his own name to secure the loan, a resulting trust in the property, binding the lender in favor of the borrower, arises. It has been held, where no provision of the statute of frauds related to trusts, that equity will enforce an oral agreement between the vendee of land under bond for title and a third person, by which the latter advanced the purchase money and took a deed in his own name as security for the loan, agreeing to convey to the vendee upon repayment.

In Miller vs. Miller, supra, the Court, through Judge Stewart, held that "Resulting trusts are saved and excepted by the 8th Section of the Statute of Frauds, and that parol proof of facts and circumstances may be admitted in equity to establish such trusts, is fully settled".

It is the opinion of this Court that, from all of

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the testimony and evidence in this case, it was the intention of the parties to create a loan from the Bachs to the Jagers. The deed will be treated as a mortgage. Upon payment of the amount due and the arrears of interest, taxes and insurance, the property will be discharged from the lien of the mortgage and be conveyed to Joseph Bernard Jager and Pauline Grace Jager, his wife, by a trustee to be appointed by the Court. If the parties are unable to pay the amount due, the Court will appoint a trustee to sell the property, pay off the outstanding indebtedness to Elmer T. Bach and Margaret Bach, his wife, and divide equally the proceeds between Joseph Bernard Jager and Pauline Grace Jager.

When presented, the Court will sign a decree in conformity with this opinion.

Judge

LIBER 139 PAGE 456

PAULINE GRACE JAGER	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS	*	
JOSEPH BERNARD JAGER and	*	FOR
ELMER T. BACH and	*	
MARGARET BACH, his wife	*	ANNE ARUNDEL COUNTY
Defendents	*	
	*	NO. 13,557 EQUITY

* * *

DECREE

This case standing ready for hearing, testimony was heard in Open Court and the proceedings read and considered.

It is thereupon this 27th day of June, 1961, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and decreed that the deed to Elmer T. Bach and Margaret Bach, his wife, be, and the same is hereby declared to be treated as a mortgage to the said Elmer T. Bach and Margaret Bach, his wife with a balance owing of Four Thousand Nine Hundred Four Dollars and Eighty Cents ($4,904.80) plus interest from December 1, 1959 and taxes and insurance premiums advanced by Mr. Bach since that date, the same being the balance of purchase money due for the land and premises in the proceedings mentioned.

And it is further Adjudged, Ordered and Decreed that for the payment of the aforesaid debt the land and premises aforesaid be sold; that William J. Boehm and John H. Hopkins, IV, be and they are hereby appointed Trustees to make said sale, and the course and manners of their proceedings shall be as follows: They shall first file with 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, or the Clerk thereof, in the penalty of Fifteen Thousand Dollars ($15,000.00), 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; that they shall then proceed to make the said sale, having given notice by advertisement, inserted in some

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newspaper published in Anne Arundel County at least once a week for not less than Three weeks prior to the date of sale and such other notice as the Trustees shall deem proper, of the time, place, manner and terms of sale. A deposit of One Thousand Dollars ($1,000.00) shall be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the Sale by this Court with interest upon the unpaid balance from the date of sale to date of settlement at the rate of six percent (6%) per annum; taxes and other public charges to be adjusted to date of settlement and the cost of all documentary stamps to be borne by the purchaser. As soon as may be convenient after the sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to said sale, with an affidavit annexed of the truth and fairmess thereof; and upon ratification of said sale, and upon payment of the whole purchase money, and not before, the said Trustees by good and sufficient deed to be executed and acknowledged according to law shall convey to the purchaser thereof, his, her or their heirs and assigns, the real estate mentioned in these proceedings, free, clear and discharged from the claims of the parties to this cause or of any person or persons claiming by, from or under them or either of them. The said Trustees shall bring into this Court the money arising from said sale to be disposed of under the direction and order of this Court; after deducting therefrom the costs of said sale and such commission to the Trustees as this Court may deem proper to allow.

Matthew S. Evans
Judge

LIBER 11 PAGE 65
LIBER 139 PAGE 458

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

NO. 13,557 EQUITY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM J. BOEHM and JOHN H. HOPKINS, IV, -------- of Anne Arundel County, State of Maryland, as Principals, 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, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 24th day of July , 1961.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Pauline Grace Jager vs. Joseph Bernard Jager, etal dated June 27, 1961, the said William J. Boehm and John H. Hopkins,IV,were appointed Trustees to make sale of the property described in said proceedings, and the said William J. Boehm and John H. Hopkins, IV, are 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 do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Earle

William J. Boehm (SEAL)

John H. Hopkins, IV (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 25th day of July, 1961

George T. Cromwell, Clerk

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PAULINE GRACE JAGER :

PLAINTIFF LIBER 139 PAGE 459 IN THE

V. : CIRCUIT COURT

JOSEPH BERNARD JAGER and : FOR
ELMER T. BACH and
MARGARET BACH, his wife : ANNE ARUNDEL COUNTY

DEFENDANTS :

NO. 13,557 EQUITY

: : : : : : : : : : :

D E C R E E

THIS case coming on for hearing on Exceptions to Sale of Real Estate and Report of Sale, testimony was taken, counsel heard, memoranda of law submitted;

IT IS, this 13th day of November, 1961, in compliance with the Memorandum Opinion heretofore filed by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the aforesaid sale be, and the same is hereby annulled and set aside; and

IT IS further ORDERED that John G. Rouse, Jr., be, and he is hereby, appointed special trustee to resell said property under Article 66, § 7 of the Annotated Code of Maryland; said special trustee shall first file with the Clerk of this Court the customary bond in the penalty of Ten Thousand Dollars ($10,000.), and shall then proceed to resell said property in his discretion at either private or public sale in accordance with Rule 1301 of the Maryland Rules of Procedure.

DUE to the fact that a competent appraiser has recently appraised said property and testified thereto in these proceedings, a further appraisal will not be required.

D. Bowie Duckett

JUDGE

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GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. LIBER 139 PAGE 460

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

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

Bond No.

LIBER 11 PAGE 194

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN G. ROUSE, JR. of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND 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 3rd day of January, 19 61.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Pauline Grace Jager vs. Joseph Bernard Jager, etal, No. 13,557 EQUITY, dated November 13, 1961 the said John G. Rouse, Jr. was appointed Specia Trustee to make sale of the property described in said proceedings, and the said John G. Rouse, Jr. 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 proper or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

John G. Rouse, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporat

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

SURETY

Bond approved this 3rd day of January 19 62

Clerk

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LIBER 139 PAGE 461

Purchaser's Certificate

2/2/62

I hereby certify that I purchased the property described on the reverse hereof for the sum of $9500.00 at public sale at the Court House Door on February 2, 1962 at 2 p.m. and have this date paid to the Special Trustee a deposit of $1000.00 on account

South Shore Development Co. Inc.
Thomas D. Adams, V Pres.
Purchaser

Auctioneer's Certificate

2/2/62

I hereby certify that at a public sale at the Court House Door on February 2, 1962 at 2 P.M. I sold the property described on the reverse hereof to South Shore Development Co. Inc. for the sum of $9500.00, that being the highest bid. I further certify that said sale was fairly made

Auctioneer

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GEORGE W. SCIBLE - - - - - - - - - - - - - - - - - - Auctioneer

ROUSE AND MORTON
Attorneys at Law
18 West Street
Annapolis, Maryland

LIBER 139 PAGE 462

TRUSTEE'S SALE

OF VALUABLE

REAL ESTATE

NEAR LINTHICUM HEIGHTS

Frame, Cape Cod Cottage containing Five R o o m s, Kitchen and bath, and brick garage situate on lot of approximately one third (1/3) of an acre and known as No. 529 Koch Road, Linthicum Heights, Fifth Election District, Anne Arundel County, Maryland.

By virtue of the power and authority vested in him by a Decree of the Circuit Court for Anne Arundel County in a Cause entitled "Pauline Grace Jager, Plaintiff, vs. Joseph Bernard Jager, et al," No. 13,557 Equity, John G. Rouse, Jr., Special Trustee, will offer at public sale, at the Court House Door, Annapolis, Maryland,

FRIDAY, FEBRUARY 2, 1962

At 2:00 O'clock P.M.

All that lot of ground fronting 125 feet, more or less, on Koch Road near Fort Meade and Old Annapolis Road, as particularly described in a deed from Lilliam B. Koch and William G. Koch to Elmer T. Bach and wife, dated June 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1033, folio 416.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at the time of sale, balance to bear interest at 6% and to be paid in cash upon ratification of the Sale by the Circuit Court for Anne Arundel County; taxes and other public charges shall be adjusted to date of Sale, the Cost of all documentary stamps to be borne by the purchaser.

For further particulars concerning this property you may refer to:

JOHN G. ROUSE, JR.
18 West Street
Annapolis, Maryland
Tel. Colonial 7-8186
Special Trustee

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LIBER 139 PAGE 463

PAULINE GRACE JAGER	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
JOSEPH BERNARD JAGER and ELMER T. BACH and MARGARET BACH, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 13,557 EQUITY
Defendants	*	
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John G. Rouse, Jr., Special Trustee, respectfully shows:

1. That pursuant to a Decree of this Honorable Court dated November 13, 1961 he was appointed Special Trustee to resell the property described in these proceedings and in compliance with said Decree he has filed with the Clerk of this Court an approved bond in the penalty of $10,000.00.

2. That after giving notice of the time, place, manner and terms of sale by advertising in the Maryland Gazette, a newspaper published in Anne Arundel County, for at least three weeks before the day of sale, he did, pursuant to said notice, at the time and place specified in said advertisement, did proceed to sell at public auction the property referred to in these proceedings, to wit:

> "All that lot of ground fronting 125 feet, more or less, on Koch Road near Fort Meade and Old Annapolis Road, as particularly described in a deed from Lillian B. Koch and William G. Koch to Elmer T. Bach and wife, dated June 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1033, folio 416"

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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3. That said property was sold to South Shore Development Company, Inc., for the sum of $9,500.00 that being the highest bid.

4. That said purchaser has paid a deposit on account of the purchase of said property in the amount of $1,000.00.

5. There is attached hereto, made a part hereof, the Certificate of the Purchaser and the Certificate of the Auctioneer.

AND, AS IN DUTY BOUND, ETC.

John G. Rouse, Jr.
Special Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN G. ROUSE, JR., Special Trustee named in the above Report of Sale and made oath in due form of law that the matters and things stated in the aforegoing Report is true to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

AS WITNESS my hand and Seal Notarial.

Peggy J. [illegible]
Notary Public

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

ORDER NISI

LIBER 139 PAGE 465

PAULINE GRACE JAGER

versus

JOSEPH BERNARD JAGER and

ELMER T. BACH and

MARGARET BACH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,557 Equity

Ordered, this 5th day of February, 19 62, That the sale of the property in these proceedings mentioned made and reported by JOHN G. ROUSE, Jr., Special Trustee

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

The report states that the amount of sale was $9,500.00

George T. Crossmon Clerk.

True Copy,

TEST: Clerk.

JOHN G. ROUSE, Jr., Atty.

Md. Gazette (For February 8th Edition)

(Final Order)

PAULINE GRACE JAGER

versus

JOSEPH BERNARD JAGER and

ELMER T. BACH and

MARGARET BACH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of March, 1962 that the sale made and reported by the Spec. 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 Spec. Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

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13,557 Eq.

ROUSE AND MORTON
Attorneys at Law
18 West Street
Annapolis, Maryl.

Trustee's Sale

of Valuable Real Estate

near

LINTHICUM HEIGHTS

Frame, Cape Cod Cottage containing Five Rooms, Kitchen and bath, and brick garage situate on lot of approximately one third (1—3) of an acre and known as No. 529 Koch Road, Linthicum Heights, Fifth Election District, Anne Arundel County, Maryland.

By virtue of the power and authority vested in him by a Decree of the Circuit Court for Anne Arundel County in a Cause entitled "Pauline Grace Jager, Plaintiff, vs. Joseph Bernard Jager, et al," No. 13,557 Equity, John G. Rouse, Jr., Special Trustee, will offer at public sale, at the Court House Door, Annapolis, Maryland,

Friday, February 2, 1962 at 2:00 P.M.

All that lot of ground fronting 125', more or less, on Koch Road near Fort Meade and Old Annapolis Road, as particularly described in a deed from Lillian B. Koch and William G. Koch to Elmer T. Bach and wife, dated June 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1033, folio 416.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at the time of sale, balance to bear interest at 6 per cent and to be paid in cash upon ratification of the Sale by the Circuit Court for Anne Arundel County; taxes and other public charges shall be adjusted to date of Sale, the Cost of all documentary stamps to be borne by the purchaser.

For further particulars concerning this property you may refer to:

JOHN G. ROUSE, JR.
18 West Street
Annapolis, Maryland
Tel. Colonial 7-8186
Special Trustee
GEORGE W. SCIBLE
Auctioneer

N

30

F-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 466

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed

Trustee's Sale

Pauline Grace Jager

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 FEB -8 PM 2:55

By Hazel Tilghman

LIBER 139 PAGE 467

OFFICE

Maryland Gazette

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. 13,557

Pauline Grace Jager

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of March, 1962. The first insertion being made the 15th day of February, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 22522 1962 MAR -9 PM 5:21 By Hazel Tilghman

31

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,557 Equity
PAULINE GRACE JAGER
VERSUS
JOSEPH BERNARD JAGER and ELMER T. BACH and MARGARET BACH, his wife

Ordered, this 5th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN G. ROUSE, Jr., Special Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

The report states that the amount of sale was $9,500.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

M-1

PAULINE GRACE JAGER	:	IN THE
vs		CIRCUIT COURT
JOSEPH BERNARD JAGER, et al	:	FOR
		ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,557
	:	

.. ..

STATEMENT OF CLAIM

Mortgage claim ---------- $6,166.95
which includes interest to date and 1960 water service bills, 1960 taxes, 1960 insurance premium, 1961 water service bills and 1961 taxes as follows:

1960 Water Service Bill paid 2/1/60----	$43.75
1960 Taxes paid 3/1/60---------	138.47
1960 Insurance paid 12/1/60---	8.00
1961 Water Service bill paid 2/1/61	-43.75
1961 taxes paid 3/1/61 --------	164.35

Elmer F. Bach

Margaret J. Bach

STATE OF MARYLAND, ANNE ARUNDEL COUNTY: to wit

I HEREBY CERTIFY that on this 31 day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

LIBER 139 PAGE 468

Elmer T. Bach and Margaret Bach, his wife, the Mortgagees, and they made oath in due form of law that the matters, facts and information as set forth in the aforegoing Statement of Claim are true as therein set forth to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Dorothy R Skipper
DOROTHY ROGERS SKIPPER

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1962 JUN -6 PM 2:14

32

LIBER 139 PAGE 470

In the Case of

PAULINE GRACE JAGER

VS.

JOSEPH BERNARD JAGER and
ELMER T. BACH and
MARGARET BACH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,557 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, and 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.

1962 JUN 11 PM 12 23

All of which is respectfully submitted.

June 11, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of June, 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
Per: Mary Bell, deputy

FILED

1962 JUN 27 AM 10:35

33

Dr. Pauline G. Jager vs Joseph B. Jager etal

In Acct. with John G. Rouse, Jr., Special Trustee

					Cr.	
	By	Amount of Sale, as per Special				
		Trustee's Report of sale, filed	9,500	00		
	By	Interest on deferred payment (6% on				
		$8,500.00 2/2/62 to 5/2/62)	126	38		
					9,626	38
	To	William J. Boehm & John H. Hopkins,				
		IV, Trustees, for fee as per Order				
		of Court 2/26/62, viz.	300	00		
					300	00
	To	Special Trustee, for commission, viz.	318	79		
					318	79
	To	Special Trustee, for Court Costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Defendant's Solicitor appearance fee	10	00		
		Irene Hazel, stenographer	2	50		
		Shirley Miller, stenographer	22	50		
		Clerk, Court Costs	100	90		
		Auditor, this account	45	00		
					190	90
	To	William J. Boehm & John H. Hopkins,				
		IV, Trustees for disbursements, viz.				
		The Star- Adv. & Order Nisi Sale	50	00		
		The Star- handbills	18	49		
		Globe Indemnity Co.- bond premium	60	00		
		Robert H. Campbell, Auctioneer's fee	57	00		
					185	49
	To	Special Trustee, for disbursements, viz.				
		Capital-Gazette, Press, Inc.				
		Adv. & Order Nisi Sale	71	00		
		Speer Publications - handbills	13	94		
		Globe Indemnity Co.- bond premium	40	00		

		George W. Scible, Aucitioneer's fee	100	00		
		Adjustment- 1962 State & County taxes	14	91		
					239	85
		This amount for distribution	8,391	35		
	To	Elmer T. Bach & Margaret Bach, his wife, in full, for Mortgage claim as per Decree dated 6/27/61	4,904	80		
		Interest, 6% on $4,904.80 from 12/1/59 to 6/30/62	760	79		
		1960 water benefit charges	43	75		
		1961 water benefit charges	43	75		
		1960 State & County taxes	138	47		
		1961 State & County taxes	164	35		
					6,055	91
	To	Joseph Bernard Jager, husband, ½ of excess	1,167	72	1,167	72
	To	Pauline G. Jager, wife, ½ of excess	1,167	72	1,167	72
					9,626	38

LIBER 139 PAGE 473

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	OF
Freda Mae Fannin and	*	ANNE ARUNDEL COUNTY
Lewis Fannin, her husband	*	Equity No. 14830

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Attorney named in Mortgage

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

FILED

1952 FEB 13 PM 01:30

jh

LIBER 139 PAGE 474

BOOK 1359 PAGE 510

No. 14/830 Equity

6

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 21st day of December , in the year one thousand nine hundred and fifty-nine, between FREDA MAE FANNIN and LEWIS FANNIN, her husband - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of SIX THOUSAND ($6,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-One ($51.00) Dollars - - - - - - - - - - - - - commencing on the first day of February 1960, and on the first day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

60

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - -, and described as follows:

RECORDATION TAX ACT OF 1947

RECORDATION TAX ACT OF 1947

BEGINNING for the same at a stake at the northeast corner of Green Drive and Stoney Creek Drive as shown on a revised Plat of Section "A" Mt. Pleasant Beach, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat 10 (now Plat Book 5, folio 31) and running thence northeasterly on the northwest side of Stoney Creek Drive One Hundred Seventy-Five (175) feet to the southernmost corner of Lot One Hundred Seventy-Six (176) thence northwesterly and binding on the southwesternmost lines of Lots One Hundred Seventy-Two (172) and One Hundred Seventy-Six (176) inclusive Two Hundred Fifty (250) feet thence southwesterly parallel with the line first mentioned herein One Hundred Eighty-Seven (187) feet Six (6) inches to the northeasternmost side of Green Drive thence southeasterly binding thereon Two Hundred Fifty (250) feet more or less to the place of beginning. Containing one (1) acre of land more or less.

BEING the same lot of ground which by deed dated August 15th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323, folio 393, was granted and conveyed by Robert L. Lambert, Widower, to the said Freda Mae Fannin, one of the within named mortgagors.

FILED

1962 FEB 13 AM 9:30

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

LIBER 139 PAGE 475
BOOK 1359 PAGE 511

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

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

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

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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

3

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

on or before the - - - - - - -first - - - - - - - -day of each and every month the sum of Fifteen ($15.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided: (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Freda Mae Fannin (SEAL)

Freda Mae Fannin

Lewis Fannin (SEAL)

Lewis Fannin

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Freda Mae Fannin and Lewis Fannin, her husband--

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

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger Notary Public

My Commission Expires May 1, 1961.

Rec'd for record Dec. 23, 1959 at 11:31 A.M.

Mailed to Mezger & Mezger

11 00

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

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LIBER 139 PAGE 478

H. Allen Mezger, Attorney named in Mortgage

VS

Freda Mae Fannin
and
Lewis Fannin, her husband

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 14830

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6000.00
Less - Total amount paid on account of Principal	$ 320.03	
Less - Credit Expense Account	2.56	322.59
Net Balance	$ 322.59	$ 5677.41
Plus accumulated interest to February 28th, 1962 (with interest thereafter at rate of 6% per annum)		28.40
Total Amount of Mortgage Indebtedness		$ 5705.81

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr. Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - -12th- -day of February, in the year nineteen hundred and sixty-two , before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the ~~Mortgagee~~ in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Gary S. Wase - - - Notary Public

My Commission Expires May 6th, 1963.

FILED

1962 FEB 13 AM 9:30

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

H. Allen Mezger, Attorney

named in Mortgage

vs.

Freda Mae Fannin and

Lewis Fannin, her husband

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

Equity No. 14830

Docket ..... **Folio** .....

LIBER 139 PAGE 479

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 19th day of March 1962

E. Jane Rusinek

Notary Public

E. Jane Rusinek

My commission expires May 6th, 1963.

FILED

1962 MAR 21 PM 2:51

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 14830 Equity

LIBER 11 PAGE 277

Know all Men by these Presents:

LIBER 139 PAGE 480

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and No/100 ($6,000.00) - - - - - - - - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 16th *day of* March *in the year of our Lord nineteen hundred and* sixty-two

WHEREAS, the above bounden H. Allen Mezger

by virtue of a power contained in mortgage from Freda Mae Fannin and Lewis Fannin, her husband

to Arundel Federal Savings and Loan Association of Baltimore City

dated December 31, 1959 *and recorded in Liber* GTC *No.* 1359 *folio* 510 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Florence E. Hill
Florence E. Hill

H. Allen Mezger [SEAL.]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans Attorney-in-Fact

ATTEST:

Barbara Berberich
Barbara Berberich

Bond approved this 21 day of March, 1962

George T. Cromwell Clerk

FILED

1962 MAR 21 PM 2:51

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
Freda Mae Fannin and	*	ANNE ARUNDEL COUNTY
Lewis Fannin, her husband	*	Equity NO. 14,830

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 23rd day of March, 1962, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City - the property described as follows:

BEGINNING for the same at a stake at the northeast corner of Green Drive and Stoney Creek Drive as shown on a revised Plat of Section "A" Mt. Pleasant Beach, recorded among the Plat Records of Anne Arundel Couunty in Plat Cabinet 1, Rod P, Plat 10 (now Plat Book 5, folio 31) and running thence northeasterly on the northwest side of Stoney Creek Drive One Hundred Seventy-Five (175) feet to the southernmost corner of Lot One Hundred Seventy-Six (176) thence northwesterly and binding on the southwesternmost lines of Lots One Hundred Seventy-Two (172) and One Hundred Seventy-Six (176) inclusive Two Hundred Fifty (250) feet thence southwesterly parallel with the line first mentioned herein One Hundred Eighty-Seven (187) feet Six (6) inches to the northeasternmost side of Green Drive thence southeasterly binding thereon Two Hundred Fifty (250) feet more or less to the place of beginning. Containing one (1) acre of land more or less.

at and for the price of Five Thousand Two Hundred ($5,200.00) Dollars. LIBER 139 PAGE 482

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: _____
John M. Miller, Jr. - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of Five Thousand Two Hundred ($5,200.00) Dollars.

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

[redacted]

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: _____ (SEAL)
Henry C. Bourke, Jr. - Treasurer

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

I HEREBY CERTIFY, That on this -26th- day of March, 1962, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City, - - - - - - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

_____
Gary S. Wase - - - - - - - Notary Public

My Commission Expires: May 6th, 1963

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

H. Allen Mezger, Attorney named in Mortgage	LIBER 139 PAGE 483 *	IN THE CIRCUIT COURT
vs	*	OF
Freda Mae Fannin and	*	ANNE ARUNDEL COUNTY
Lewis Fannin, her husband	*	Equity No. 14,830

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Freda Mae Fannin and Lewis Fannin, her husband, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 23rd, 1962, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Five Thousand Two Hundred ($5,200.00) Dollars, of which a deposit of Five Hundred Twenty ($520.00) Dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Attorney named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this - 26th - day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

FILED

1962 MAR 28 AM 11:42

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

/6

County aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr. - -Notary Public

My commission expires May 6th, 1963.

BALTIMORE COUNTY, MD.

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

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

FREDA MAE FANNIN and LEWIS FANNIN, her husband

LIBER 139 PAGE 485

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,830 Equity

Ordered, this 28th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of May next.

The report states that the amount of sale was $ 5,200.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

H. ALLEN MEZGER, Atty. "Md. Gazette" (For April 5th Edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

FREDA MAE FANNIN and LEWIS FANNIN, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of May, 19 62 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.

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1962 MAY -8 PM 2:10

12

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

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH two frame dwellings, one containing six rooms and bath and one containing three rooms and bath, situate on one (1) acre of land, more or less, located at the Northwest corner of Stoney Creek Drive and Green Drive, Mt. Pleasant Beach, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgaged dated December 21, 1959, from Freda Mae Fannin and Lewis Fannin, her husband said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1359 folio 510, the undersigned, as Attorney will offer for sale at public auction on the premises on:

Friday, March 23, 1962
at 2:00 o'clock, p.m.

the following described property:

BEGINNING for the same at a stake at the northeast corner of Green Drive and Stoney Creek Drive as shown on a revised Plat of Section "A" Mt. Pleasant Beach, recorded among the Plat Records of Anne Arundel Couunty in Plat Cabinet 1, Rod P, Plat 10 (now Plat Book 5, folio 31) and running thence northeasterly on the northwest side of Stoney Creek Drive One Hundred Seventy-Five (175) feet to the southernmost corner of Lot One Hundred Seventy-Six (176) thence northwesterly and binding on the southwesternmost lines of Lots One Hundred Seventy-Two (172) and One Hundred Seventy-Six (176) inclusive Two Hundred Fifty (250) feet thence southwesterly parallel with the line first mentioned herein One Hundred Eighty-Seven (187) feet Six (6) inches to the northeasternmost side of Green Drive thence southeasterly binding thereon Two Hundred Fifty (250) feet more or less to the place of beginning. Containing one (1) acre of land more or less.

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

H. ALLEN MEZGER
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

M-22

13

OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Attorney's Mortgage Sale 14,830

Freda Mae Fannin

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 487

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,830

Freda Mae Fannin,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1962. The first insertion being made the 5th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,830 EQUITY

H. ALLEN MEZGER, Attorney named in Mortgage

versus

FREDA MAE FANNIN aod LEWIS FANNIN, her husband

Ordered, this 28th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney oamed in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of May next.

The report states that the amount of sale was $5,200.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

A-26

No. M. G. 27882 1962 MAY -3 P.M. 2:30

LIBER 139 PAGE 488

In the Case of

H. ALLEN MEZGER, Attorney named in Mortgage

VS.

FREDA MAE FANNIN, and

LEWIS FANNIN, her husband

In the

Circuit Court

For

Anne Arundel County

No. 14,830 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, and 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.

June 12, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th day of June, 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. Crommwell

Clerk

Per: Lucy Bell, deputy

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1962 JUN 28 PM 1:28

1962 MAY 12 PM 11:22

15

Dr. Mortgaged Real Estate of Freda Mae Fannin & Lewis Fannin, her husband

In Acct. with H. Allen Mizger, Attorney named in Mortgage

					Cr.	
	By	Amount of sale, as per Attorney's				
		Report of sale	5,200	00		
	By	Interest on deferred payment, 6% on				
		$4,680.00, 3/23/62 - 5/8/62	35	10		
	By	Amount of fire loss claim paid	350	00		
					5,585	10
	To	Attorney, for fee, viz.	100	00		
	To	Attorney for commissions, viz.	187	05		
					287	05
	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	90	24		
		Md. Casualty Co.- bond premium	24	00		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee and adv.	70	45		
		Adjustment, 1962 taxes ($94.88)				
		1/1/62 to 3/23/62 (2 Months, 23 days)	22	31		
		½ Federal & State Revenue stamps	9	08		
					216	08
	To	Arundel Federal Savings & Loan Assoc.,				
		Mortgagee, on account of Mortgage			5,021	47
		Balance due on Mortgage as per				
		Mortgage claim filed	5,705	81		

Interest on 6% principal balance			
($5,677.41) 3/1/62 to 6/30/62	113	54	
	5,819	35	
Credit amount allowed above	5,021	47	
This amount subject to decree in			
personam	797	88	

LIBER 139 PAGE 491

Edward J. Brannan,	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	
Sterling G. Butler and	*	(In Equity)
Winifred W. Butler, his wife	*	14,076 Equity

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1. Original Mortgage from Sterling G. Butler and Winifred W. Butler, his wife to Leeds Federal Savings and Loan Association, dated October 18, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1160, folio 481 etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage

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1961 NOV -1 AM 11:14

City-County Form.

LIBER 1160 PAGE 481

No. 14,676 Equity

LIBER 139 PAGE 492

This Mortgage,

Made this 18th day of October, in the year one thousand, nine hundred and fifty-seven, between Sterling G. Butler and Winifred W. Butler, 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 - - -SEVENTEEN THOUSAND ($17,000.00) - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of - -ONE HUNDRED TWENTY-ONE DOLLARS AND EIGHTY CENTS ($121.80) ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

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

BEING the westernmost one-half (½) of Lot numbered ten (10), all of Lots numbered eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), and the easternmost fifteen (15) feet of lot numbered nineteen (19), Block 12, as shown on the plat of Cedarhurst, which Plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 37 and in Cabinet No. 1, Rod L, Plat No. 7, and now recorded in Plat Book No. 4, folio 20. The improvements thereon being known as 6 Virginia Avenue.

BEING a parcel of the same lots of ground and premises which, by deed dated January 29, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 814, folio 139 etc., was granted and conveyed by Albert W. Waters and Virginia W. Waters, his wife unto Sterling Butler and Winifred W. Butler, his wife, the Mortgagors herein.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple. [redacted].

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Sterling G. Butler (SEAL)

Winifred W. Butler (SEAL)

(SEAL)

15

LIBER 139 PAGE 495

LIBER 1160 PAGE 484

ANNE ARUNDEL COUNTY

STATE OF MARYLAND/~~CITY OF BALTIMORE~~, to wit:

I HEREBY CERTIFY that on this 18th day of October, 19 57, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City~~ County aforesaid, personally appeared Sterling G. Butler and Winifred W. Butler, his wife

the Mortgagor s, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose name s are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan

Edward J. Brannan, Notary Public.

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

Rec'd for record Oct 23 1957 at 9.04 A.M.

Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney Named in Mortgage

vs.

Sterling G. Butler and Winifred W. Butler, his wife

"Plaintiffs' Exhibit No. 1".

LIBER 139 PAGE 496

Edward J. Brannan * In The Circuit Court for

Attorney Named in Mortgage *

* Anne Arundel County

vs. *

Sterling G. Butler and * (In Equity)

Winifred W. Butler, his wife *

* 14,676

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Sterling G. Butler and Winifred W. Butler, his wife, dated October 18, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1160, folio 481 etc..

Amount of Mortgage Loan -	$ 17,000.00
Paid on Account	1,630.44
	$ 15,369.56
Interest to 12/4/61 -	87.09
	$ 15,456.65
Expense Account Refund	107.02
Amount due	$ 15,349.63

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 31st day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the 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.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1961 NOV -1 AM 11:14

LIBER 139 PAGE 497

Edward J. Brannan, * In The Circuit Court for

Attorney Named in Mortgage *

Anne Arundel County

vs. *

* Docket No._____, Folio_____

Sterling G. Butler and *

Case No. 14 676

Winifred W. Butler, 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 National allied with the United States,

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

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

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage

Subscribed and sworn to before me

this 31st day of October, 1961.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1961 NOV -1 AM 11:14

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

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 139 PAGE 498

LIBER 11 PAGE 160

Edward J. Brannan, Attorney named in the Mortgage

vs.

Sterling G. Butler and Winifred W. Butler, his wife

Liber 20 - Folio 41

Equity 14-676 -

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 Eighteen Thousand and 00/100 ---------- Dollars ($ 18,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of November , in the year of our Lord, nineteen hundred and sixty-one

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Sterling G. Butler and Winifred W. Butler, his wife to Leeds Federal Savings and Loan Association bearing date the 18th day of October , 19 57 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1160 Folio 481 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. Hoey

Edward J Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Frank C Horigan

Frank C. Horigan, Attorney-in-fact

Bond approved this 3 day of November 1961

George T Cromwell, Clerk

B. L. Bolling

Witness to Surety

FILED

1961 NOV -3 AM 11:18

EDWARD J. BRANNAN,
Solicitor
541 Equitable Building,
Baltimore 2, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
6 Virginia Avenue, Cedarhurst, Anne Arundel County, Severn, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Sterling G. Butler and Winifred W. Butler, his wife, to the Leeds Federal Savings and Loan Association, dated October 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1160, folio 481 etc., (default having occurred under the covenants therein contained), I, as the Attorney Named in Mortgage, will sell at public auction, on the premises, on

Monday, Dec. 4, 1961 at 2:00 O'Clock P. M.

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

Being the westernmost one-half (½) of Lot numbered ten (10), all of Lots numbered eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), and the easternmost fifteen (15) feet of lot numbered nineteen (19), Block 12, as shown on the plat of Cedarhurst, which Plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 37 and in Cabinet No. 1, Rod L, Plat No. 7, and now recorded in Plat Book No. 4, folio 20. The improvements thereon being known as 6 Virginia Avenue.

The aforesaid lot of ground is improved with a Brick One and One-half Story (1 and ½) Dwelling, containing six (6) rooms, two (2) baths, two (2) car garage, hot water-oil baseboard heat.

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

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

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

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

N-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 499

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Mortgage Sale 14,676

Sterling G. Butler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of December, 1961. The first insertion being made the 9th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC -5 PM 12

By Hazel Tilghman

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

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 11 PAGE 187

LIBER 139 PAGE 500

No. 14,676 Equity

Edward J. Brannan, Attorney named in the Mortgage

vs.

Sterling G. Butler and Winifred W. Butler, 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 Hundred and 00/100 ---------- Dollars ($ 600.00), 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 5th day of December, in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Sterling G. Butler and Winifred W. Butler, his wife to Leeds Federal Savings and Loan Association bearing date the 18th day of October, 1957 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1160 Folio 481 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. Shields, Attorney-in-Fact

B. L. Bruning
Witness to Surety

Bond approved this 7th day of December, 1961
George T. Cromwell
Clerk

FILED
1961 DEC -7 AM 10:00

Edward J. Brannan,
Attorney Named in Mortgage

vs.

Sterling G. Butler and
Winifred W. Butler, his wife

LIBER 139 PAGE 501

In The Circuit Court

* for

* Anne Arundel County

* Docket No. 20- Folio 46 - Case 14,676

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 4th day of December, 1961, he sold at public auction, for the highest price obtainable, to Vlarkin Dicus + Dorothy K Dicus the following described property:

Being the westernmost one-half (½) of Lot numbered ten (10), all of Lots numbered elven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), and the easternmost fifteen (15) feet of lot numbered nineteen (19), Block 12, as shown on the plat of Cedarhurst, which Plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 37 and in Cabinet No. 1, Rod L, Plat No. 7, and now recorded in Plat Book No. 4, folio 20. The improvements thereon being known as 6 Virginia Avenue, at and for the price of Eighteen Thousand Six Hundred (18600.00) Dollars.

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

Witness:

Betty J. Trueschler

E. T. NEWELL & CO., INC.

BY: [signature] President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of Eighteen Thousand Six Hundred (18600.00) Dollars.

Witness the hands and seals of the said Purchasers.

Witness:

Edward J Brannan

[signature] (SEAL)

[signature] (SEAL)

FILED

1961 DEC -7 AM 9:59

LIBER 139 PAGE 502

Edward J. Brannan, Attorney Named in Mortgage

vs.

Sterling G. Butler and Winifred W. Butler, his wife

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* Dkt. No. 20- Folio 46- Case 14,676

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated October 18, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1160, folio 481 etc., from Sterling G. Butler and Winifred W. Butler, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the date of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of December, 1961 at 2 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto V. Larkin Dicus and Dorothy K. Dicus, his wife, at and for the sum of Eighteen Thousand Six Hundred Dollars ($18,600.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

FILED

1961 DEC -7 AM 10:00

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of December, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

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

EDWARD J. BRANNAN,
Solicitor
541 Equitable Building,
Baltimore 3, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
6 Virginia Avenue, Cedarhurst, Anne Arundel County, Severn, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Sterling G. Butler and Winifred W. Butler, his wife, to the Leeds Federal Savings and Loan Association, dated October 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1160, folio 481 etc., (default having occurred under the covenants therein contained), I, as the Attorney Named in Mortgage. will sell at public auction, on the premises, on

Monday, Dec. 4, 1961 at 2:00 O'Clock P. M.

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

Being the westernmost one-half (½) of Lot numbered ten (10), all of Lots numbered eleven (11). twelve (12), thirteen (13), fourteen (14). fifteen (15), sixteen (16), seventeen (17), eighteen (18), and the easternmost fifteen (15) feet of lot numbered nineteen (19), Block 12, as shown on the plat of Cedarhurst, which Plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 37 and in Cabinet No. 1, Rod L, Plat No. 7, and now recorded in Plat Book No. 4, folio 20. The improvements thereon being known as 6 Virginia Avenue.

The aforesaid lot of ground is improved with a Brick One and One-half Story (1 and ½) Dwelling, containing six (6) rooms, two (2) baths. two (2) car garage, hot water-oil baseboard heat.

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

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

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

EDWARD J. BRANNAN,
Atty. Named in Mtge.
E. T. NEWELL & CO., INC.,
Auctioneers. N-30

ORDER NISI

Edward J. Brannan,
Attorney Named in Mortgage

versus

Sterling G. Butler and
Winifred W. Butler, his wife

LIBER 139 PAGE 504

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,676 Equity

Ordered, this 7th day of December, 19 61, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of January next.

The report states that the amount of sale was $18,600.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Edward J. Brannan, Attorney
Named in Mortgage

versus

Sterling G. Butler and
Winifred W. Butler, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of January, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1962 JAN 16 PM 12:07

14

LIBER 139 PAGE 505

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. 14,676 Equity
EDWARD J. BRANNAN, Attorney Named in Mortgage
VERSUS
STERLING G. BUTLER and WINIFRED W. BUTLER, his wife

Ordered, this 7th day of December, 1961, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of January next.

The report states that the amount of sale was $18,600.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1962

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,676

Sterling G. Butler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of January, 1962. The first insertion being made the 14th day of December, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Janice Tate

FILED
1962 JAN -8 PM 3:47

No. M. G. 24644

15.

In the Case of

Edward J. Brannan
Attorney named in Mortgage

VS.

Sterling G. Butler and
Winifred W. Butler, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 14,676 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, and 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.

June 14, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of July, 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
Per: ay, deputy

1962 JUN 14 AM 11:53

14

Dr. Edward J. Brannan, Attorney named in Mortgages vs. Sterling G. Butler and Winifred W. Butler, his wife,

In Acct. with Edward J. Brannan, Attorney named in Mortgage

					Cr.	
		To Attorney for fee, viz:	150	00		
		To Attorney for Commissions, viz:	592	84	742	84
		To Attorney for Court Costs, viz:				
		Plaintiff's Solicitors Appearance fee	10	00		
		Defendant's Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	37	50		
		Laura R. Jickling, Auditor, Stating 1st Acct.	22	50		
		Auditor - Stating this account	35	00	115	00
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	73	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		The Sun - Advertising sale	32	50		
		U.S. Fidelity & Guaranty Co.-bond premium	74	40		
		E.T. Newell & Co., Inc.-Auctioneer's fee	525	00		
		Marguerete E. Wolf - Notary fees	2	00	722	42
		To Leeds Federal Savings & Loan Assn.,				
		Mortgagee, In full for mortgage claim, viz:				
		Amount of Mortgage Claim filed	15,349	63		
		Interest thereon @ 6% from 12/4/61 to 6/29/62 - 207 days	522	20	15,871	83
		To J. F. Comoljak Concrete Products Co.,Inc.				
		Judgment claim filed	758	19		
		Interest thereon @ 6% from 6/24/57 to 6/29/62	227	95		
		Court Costs - No. A-620 Law	38	75	1,024	89
		To George Butler and Beatrice Butler, his				
		wife, this balance on acct. Judgment claim	305	97	305	97
					18,782	95

1961						
Dec.	4	Proceeds of Sale	18,600	00		
		Interest on deferred payment of				
		$18,100.00 to 1/26/62	161	20	18,761	20
		Refund 1961 State and County taxes-27 days	21	75	21	75
					18,782	95

LIBER 139 PAGE 509

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	OF
John L. Walker and	*	ANNE ARUNDEL COUNTY
Gwendolyn L. Walker, his wife	*	Equity No. 14831

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Attorney named in Mortgage

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

FILED

1952 FEB 13 AM 9:31

bln

No. 14,831 Equity

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 15th day of August - - -, in the year one thousand nine hundred and fifty-six , between JOHN L. WALKER and GWENDOLYN L. WALKER, his wife - - - - - - - - - - of the County of Anne Arundel , in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Sixty-five Hundred ($6500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-five ($55.00) Dollars - - - - - - - - - - - - commencing on the fifteenth - day of September, 1956, and on the fifteenth - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

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

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

~~BEGINNING~~ BEING known and designated as Lot No. One Hundred Seventy-eight (178), as shown on the Plat of Greenland Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1, now recorded in Plat Cabinet 1, Rod "E", Plat 1; said lot having a frontage of Fifty (50) feet on the Easterly side of Greenland Road with a depth Easterly of One Hundred Fifty (150) feet, more or less. (Now Plat Book 2, folio 7.)

BEING the same lot of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by John Conrad Schneider and Eunice Anna Schneider, his wife, to the within named mortgagors.

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

FILED
1962 FEB 13 AM 9:31

2

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

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

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

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

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

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

on or before the fifteenth - - - - - - - - - - - - - -day of each and every month the sum of Eight ($8.00) Dollars -for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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

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

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt

John L. Walker (SEAL)
John L. Walker

Gwendolyn L. Walker (SEAL)
Gwendolyn L. Walker

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of August - - ,1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John L. Walker and Gwendolyn L. Walker, his wife,

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

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt Notary Public

My Commission Expires May 6th, 1957

Rec'd for record Aug 16, 1956, at 11 09 A M.

Mailed to Mezger & Mezger

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

5

LIBER 139 PAGE 514

H. Allen Mezger, Attorney
named in Mortgage

VS

John L. Walker
and
Gwendolyn L. Walker, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 14831

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$6500.00
Less - Total amount paid on account of Principal	$1302.31	
Less - Credit Expense Account	15.24	1317.55
Net Balance	$1317.55	$5182.45
Plus accumulated interest to February 28th, 1962 (with interest thereafter at rate of 6% per annum)		25.99
Total Amount of Mortgage Indebtedness		$5208.44

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - -12th- -day of February, in the year nineteen hundred and sixty-two , before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the ~~Mortgagee~~ in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Gary S. Wase - - -Notary Public

My Commission Expires May 6th, 1963.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 FEB 13 AM 9:31

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

LIBER 139 PAGE 515

H. Allen Mezger, Attorney

named in Mortgage

vs.

John L. Walker and

Gwendolyn L. Walker, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

Equity No. 14831

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer—*Affiant.*

Subscribed and sworn to before me this 19th day of March 1962

E. Jane Rusinek

Notary Public

E. Jane Rusinek

My commission expires May 6th, 1963.

1962 MAR 21 PM 2:51

7

Jud. 14042

MORTGAGEE OR ATTORNEYS' BOND

No. 14,831 Equity

LIBER 11 PAGE 278

LIBER 139 PAGE 516

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred and No/100 ($5,500.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of March in the year of our Lord nineteen hundred and sixty-two

WHEREAS, the above bounden H. Allen Mezger by virtue of a power contained in mortgage from John L. Walker and Gwendolyn L. Walker, his wife to Arundel Federal Savings and Loan Association of Baltimore City dated August 15, 1956 and recorded in Liber GTC No. 1054 folio 38 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him in said mortgage;

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

Signed, sealed and delivered in the presence of

Florence E. Hill
Florence E. Hill

H. Allen Mezger [SEAL.]
H. Allen Mezger

_____ [SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans
Attorney-in-Fact

ATTEST:

Barbara Berberich
Barbara Berberich

Bond approved this 21 day of March 1962

George T. Cromwell, Clerk

FILED

1962 MAR 21 PM 2:51

H. Allen Mezger, Attorney

named in Mortgage

vs.

John L. Walker and

Gwendolyn L. Walker, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 14,831

LIBER 139 PAGE 517

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 23rd day of March, 19 62, we sold at public auction for the highest price obtainable to Vernon J. Burmeister and wife.

the property described as follows: BEING known and designated as Lot. No. One Hundred Seventy-eight (178), as shown on the Plat of Greenland Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1, now recorded in Plat Cabinet 1, Rod "E," Plat 1; said lot having a frontage of Fifty (50) feet on the Easterly side of Greenland Road with a depth Easterly of One Hundred Fifty (150) feet, more or less. (Now Plat Book 2, folio 7).

at and for the price of Four Thousand One Hundred ($4,100.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr. - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of Four Thousand One Hundred ($4,100.00) Dollars.

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

AS WITNESS our hand and seals this 23rd day of March, 19 62.

(Mrs. Vernon J. Burmeister) (SEAL)
(Mrs. Vernon J. Burmeister)

Vernon J. Burmeister (SEAL)
Vernon J. Burmeister

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 26th day of March, 1962, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Vernon J. Burmeister and Mrs. Vernon J. Burmeister (Anna O. Burmeister), who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase - Notary Public

My Commission Expires: May 6th, 1963

FILED

1962 MAR 28 AM 11:45

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

H. Allen Mezger, Attorney named in Mortgage	LIBER 139 *PAGE 518 *	IN THE CIRCUIT COURT
vs	*	OF
John L. Walker and	*	ANNE ARUNDEL COUNTY
Gwendolyn L. Walker, his wife	*	Equity No. 14,831

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from John L. Walker and Gwendolyn L. Walker, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 23rd, 1962, at 2:45 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Vernon J. Burmeister and Anna O. Burmeister, his wife, who was then and there the highest bidder, at and for the sum of Four Thousand One Hundred ($4,100.00) Dollars, of which a deposit of Four Hundred Ten ($410.00) Dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Attorney named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this - 26th - day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

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

FILED
1962 MAR 28 PM 12:45

10

County aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS My hand and Notarial Seal.

Joseph S. Blimline, Jr.

Joseph S. Blimline, Jr. - -Notary Public

My commission expires May 6th, 1963.

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

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

//

ORDER NISI

LIBER 139 PAGE 520

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN L. WALKER and GWENDOLYN L. WALKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,831 Equity

Ordered, this 28th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of MAY next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of MAY next.

The report states that the amount of sale was $ 4,100.00

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

H. ALLEN MEZGER, Atty.

"Md. Gazette" (For April 5th Edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN L. WALKER and GWENDOLYN L. WALKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of May, 19 62 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 -8 PM 2:10

12

OFFICE O

LIBER 139 PAGE 521

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

Attorney's Mortgage Sale

OF DESIRABLE FEE SIMPLE DWELLING PROPERTY

IMPROVED WITH A five room and bath frame dwelling, situate on Lot One Hundred Seventy-eight (178), Plat of Greenland Beach, Third Election District, Anne Arundel County, Maryland, The improvements thereon being known as No. 213 Greenland Road.

Under and by virtue of the power of sale contained in the mortgage dated August 15th, 1956 from John L. Walker and Gwendolyn L. Walker, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1054 folio 38, the undersigned as Attorney, will offer for sale at public auction on the premises on

Friday, March 23, 1962

at 2:45 o'clock, p.m.

the following described property:

BEING known and designated as Lot. No. One Hundred Seventy-eight (178), as shown on the Plat of Greenland Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1, now recorded in Plat Cabinet 1, Rod "E," Plat 1; said lot having a frontage of Fifty (50) feet on the Easterly side of Greenland Road with a depth Easterly of One Hundred Fifty (150) feet, more or less. (Now Plat Book 2, folio 7).

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

H. ALLEN MEZGER
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

M-22

13

FILED
1962
MAR 28 PM 4:29

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Attorney's Mortgage Sale

14831

John L. Walker

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

THE CAPITAL-GAZETTE PRESS, INC.

By Basil Tate

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 522

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,831 EQUITY

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN L. WALKER and GWENDOLYN L. WALKER, his wife

Ordered, this 28th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of May next.

The report states that the amount of sale was $4,100.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 19 62

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,831

John L. Walker

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 2th day of May, 19 62 The first insertion being made the 5th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1962 MAY -3 PM 2:40

No. M.G. 2-1962

14

LIBER 139 PAGE 523

In the Case of

H. Allen Mezger, Attorney named in Mortgage

VS.

John L. Walker and

Gwendolyn L. Walker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,831 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, and 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.

1962 JUN 15 PM 10:23 CLERK'S OFFICE

All of which is respectfully submitted.

June 15, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of July, 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. Crommell

Clerk

Per: ay, deputy

FILED

1962 JUL -3 AM 9:16

15

Dr. Mortgaged Real Estate of John L. Walker & Gwendolyn L. Walker, his wife

In Acct. with H. Allen Mezger, Attorney named in Mortgage

					Cr.	
	By	Amount of sale, as per Attorney's				
		Report of sale, filed	4,100	00		
	By	Interest on deferred payment, 6%, on				
		$3690.00 from 3/23/62 - 6/5/62	45	52		
	By	Adjustment, 1962 sanitary charges	13	50		
					4,159	02
	To	Attorney for fee, viz.	100	00		
	To	Attorney for commissions, viz.	154	37		
					254	37
	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	72	76		
		Maryland Casualty Co. - bond	22	00		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee	50	00		
		Advertising	17	30		
		Adjustment, 1962- State & County taxes	21	25		
		Anne Arundel County Sanitary Comm-				
		ission - water	7	20		
		½ Federal & State Revenue stamps	7	42		
					197	93
	To	Arundel Federal Savings & Loan Assoc.				
		Mortgagee, on account of Mortgage			3,646	22

Balance due on Mortgage, as per			
Mortgage claim filed	5,208	44	
Interest, 6%, on principal balance			
($5182.45) 3/1/62 to 6/30/62	103	64	
	5,312	08	
Credit amount allowed above	3,646	22	
This amount subject to decree in			
personam	1,665	86	

WILLIAM C. ROGERS, Attorney	*	IN THE
NAMED IN MORTGAGE	*	CIRCUIT COURT
vs.	*	FOR
LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife	*	ANNE ARUNDEL COUNTY
and	*	In Equity
DOROTHEA BLACK and ANNETTE L. KNAGGS, her daughter	*	No. 14911 Equity

LIBER 139 PAGE 526

* * * * * * * * * * *

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1962 MAR 22 PM 3:20

8 00 04

PETITIONER'S EXHIBIT "A"

LIBER 904 PAGE 382

LIBER 139 PAGE 527

MARYLAND

No. 14,911 Equity

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.

MORTGAGE

THIS MORTGAGE, made this 17th day of February, A. D. 19 55, by and between LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife, - - - - - - - - - -

of Anne Arundel County - - - - - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, -

~~a corporation organized and existing under the laws of the~~

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 EIGHTY-NINE HUNDRED FIFTY - - - - - - - - - - - - - - - - - - - Dollars ($ 8950.00 - -), 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 FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION - - - - - - - -, in Baltimore City, in the 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 FORTY-NINE DOLLARS AND SEVENTY-FIVE CENTS - - - - - - - ~~Dollars~~ ($ 49.75 - - -), commencing on the first day of March , 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 February , 19 80 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: According to survey of Edward Hall, III and Associates, dated February 1, 1955.

BEGINNING for the same at a point on the westernmost side of Hampton Road at the intersection of the divisional line between Lots Nos. 148 and 149 as shown on Plat 3, Linthicum Heights, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 15 page 18, said beginning being distant north twenty-nine degrees fifty-six minutes east three hundred twenty and no tenths feet more or less, from the intersection of the northern side of Charles Road with the western side of Hampton Road; thence running with the western side of Hamption Road north twenty-nine degrees fifty-six minutes west fifty-six and no tenths feet to the southernmost line of the Lease from Linthicum-Nowell Home Building, Incorporated, to Land Homes Corporation, dated September 30, 1948 and recorded in Liber J.H.H. No. 444 folio 246, among the Land Records of Anne Arundel County, Maryland; thence leaving Hampton Road and running at right angles and, also with the southernmost line of said Lease as now calculated, north sixty degrees four minutes west two hundred forty-seven and five one-hundredths feet to intersect the westernmost outline of said Plat 3, Linthicum Heights; thence leaving said Lease and running with part of said western outline south thirty-three degrees seven minutes fifty seconds west fifty-six and nine one-hundredths feet to the aforesaid divisional line between Lots Nos. 148 and 149; thence running with said lot line south sixty degrees four minutes east two hundred fifty and eighteen one-hundredths feet to the place of beginning. The improvements thereon being known as No. 28 Hampton Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by JOHN E. ELLINGSEN and MARY HELEN ELLINGSEN, his wife, to LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife, the within Mortgagors.

FILED

1962 MAR 22 PM 3:20

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

16—49800-7

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:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, 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 WILLIAM C. ROGERS - - - - - - - - - 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 ONE HUNDRED 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: Samuel J. Oddo
SAMUEL J. ODDO

Larry Digby Krebs [SEAL]
LARRY DIGBY KREBS
Constance M. Krebs [SEAL]
CONSTANCE M. KREBS
~~[SEAL]~~
~~[SEAL]~~

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

I HEREBY CERTIFY, That on this 17th day of February, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, - aforesaid, personally appeared LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife, - - - - - - - - - - - - - - - - - the above named Mortgagors, and they - - - - - - acknowledged the foregoing mortgage to be their- act.

At the same time also personally appeared HERBERT E. MUSE, - - - - - - - - - - - - , 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.

SAMUEL J. ODDO NOTARY PUBLIC BALTIMORE, MD.

My commission expires May 2nd, 1955.

Samuel J. Oddo
SAMUEL J. ODDO
Notary Public.

Recorded- 21st Feb., 1955, at 9:45 A.M.

FILE NO. 28057
WRITTEN BY ..... [illegible]
FORM APPROVED ..... [illegible]
READY FOR RECORD ..... [illegible]

STATE OF MARYLAND

Mortgage

FROM

LARRY DIGBY KREBS and
CONSTANCE M. KREBS, his wife,

TO

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION
28 Hampton Road

Received for Record 21 Feb 1955 at 9:45 o'clock A M.
Same day recorded in Liber 1176904
No. 382 Folio &c.,
one of the Land Records of A.A.Co
and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record, $ 5.00 Pd.
Chattels

U. S. GOVERNMENT PRINTING OFFICE 16—48880-4

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

BOOK 1316 PAGE 460

LIBER 139 PAGE 531

No. 14,911 Equity

ASSUMPTION OF PRIOR MORTGAGE

PETITIONER'S EXHIBIT "B"

FOR VALUE RECEIVED, The undersigned, [redacted] purchasers and [redacted] Grantee: in the Deed, of property No. 28 Hampton Road, in Anne Arundel County, [redacted], now covered by a Mortgage dated February 17, 1955, - - -and recorded among the Land Records of [redacted] Anne Arundel County in Liber J.H.H. No. 904, folio 382, -from LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife, to FRATERNITY FEDERAL SAVINGS - AND LOAN ASSOCIATION, do hereby covenant and agree with said Association, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid Mortgage, in accordance with the terms of said Mortgage, to the same extent as if said undersigned has been the Mortgagor, making the covenants therein contained; nothing, however, to be construed as releasing, impairing or in any manner affecting any rights of said Association against said mortgagors, nor as an agreement by said Association to substitute this obligation for the obligation of said Mortgagors, or to alter or extend the time or manner of performance of said covenants of said Mortgage.

AS WITNESS our hands and seals this 24th - - - - - day of July - - -, 1959.

Dorothea Black (SEAL)
DOROTHEA BLACK

Annette L. Knaggs (SEAL)
ANNETTE L. KNAGGS

TEST:
John C. Ryan
JOHN C. RYAN

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 24th day of July, 1959, before me, the subscriber, a Notary Public, for the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, DOROTHEA BLACK and ANNETTE L. KNAGGS, her daughter, - the persons named in the aforegoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the aforegoing instrument, and they acknowledged the aforegoing instrument to be their act and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

JOHN C. RYAN NOTARY PUBLIC BALTIMORE

John C. Ryan
JOHN C. RYAN Notary Public

My commission expires May 1st, 1961.

3.50

FILED

1962 MAR 22 PM 3:20

6

BOOK 1316 PAGE 461 LIBER 139 PAGE 532

WE, LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife, - do hereby authorize the Association to allow DOROTHEA BLACK and ANNETTE L. KNAGGS, her daughter, to assume their Mortgage as heretofore stated, with the understanding that we are also to remain liable on the conditions, covenants, etc., as set forth in said Mortgage hereinbefore referred to.

Larry Digby Krebs (SEAL)
LARRY DIGBY KREBS

Constance M. Krebs (SEAL)
CONSTANCE M. KREBS

TEST:

John C. Ryan
JOHN C. RYAN

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 24th day of July, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife, - - - - - - - - - the persons named in the aforegoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed to the aforegoing instrument, and they acknowledged the aforegoing instrument to be their act and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

JOHN C. RYAN NOTARY PUBLIC BALTIMORE, MD.

John C. Ryan
Notary Public
JOHN C. RYAN

My commission expires May 1st, 1961.

4.00

Rec'd for record July 30, 1959 at 9:17 A.M.
Mailed to William C. Rogers

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife	*	
and	*	In Equity
DOROTHEA BLACK and ANNETTE L. KNAGGS, her daughter	*	No. 14,911 Equity
	*	

* * * * * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Larry Digby Krebs and Constance M. Krebs, his wife, to Fraternity Federal Savings and Loan Association dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 904, Folio 382. (Said Mortgage assumed by Dorothea Black and Annette L. Knaggs, her daughter, dated July 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1316 Folio 460.)

Larry Digby Krebs et al.
28 Hampton Road
Anne Arundel County, Md.

March 14, 1962

Original amount	$8,950.00
Interest through March	2,608.75
Ground Rent (Fee Simple)	------
Taxes	639.86
Fire insurance	159.48
	$12,358.09
Less payments	4,885.04
Balance due	$ 7,473.05

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
)TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 14th 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Gerber R. Moore
Notary Public

1962 MAR 22 PM 3:20

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WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife	*	ANNE ARUNDEL COUNTY
and	*	
DOROTHEA BLACK and ANNETTE L. KNAGGS, her daughter	*	In Equity 14,911 Equity

LIBER 139 PAGE 534

* * * * * * * * * *

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

On this 10th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That upon diligent inquiry it has been found that Larry Digby Krebs and Constance M. Krebs, his wife, and Dorothea Black and Annette L. Knaggs, her daughter, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED
1962 APR 13 PM 2:54

Bond No. 76 35 48'

LIBER 139 PAGE 535

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 14911 Equity

LIBER 11 PAGE 302

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers
113 E. Baltimore Street
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 ($9,000.00) ----------
---------- Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 11th day of April
in the year of our Lord Sixty-two

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Larry Digby Krebs and Constance M. Krebs, his wife and Dorothea Black and Annette L. Knaggs, her daughter
to Fraternity Federal Savings and Loan Association
bearing date the 17th day of February, 1955 and recorded
among the mortgage records of Anne Arundel County
in Liber JHH No. 904 Folio 382 and William C. Rogers

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

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

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

In Testimony Whereof, the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore — William C. Rogers (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter — *As to Surety* — By Joseph C. McHugh — *Attorney-in-Fact*

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

Bond approved this 13 day of April, 1962

George T. Cromwell, Clerk

1962 APR 13 PM 2:54

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Legal Notice

WINSON G. GOTT,
Attorney
Lee Building,
Annapolis, Md.

Attorney's Sale
OF VALUABLE IMPROVED FEE SIMPLE PROPERTY
AT LINTHICUM HEIGHTS

Under and by virtue of a power of sale contained in a Mortgage from Larry Digby Krebs and Constance M. Krebs, his wife to Fraternity Federal Savings & Loan Association, dated February 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 382 (since assumed by Assumption Agreement by Dorothea Black and Annette L. Knaggs, dated July 24, 1959, recorded in G.T.C. No. 1316, folio 460), default having occurred thereunder, the undersigned, as Attorney named in the said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday,
April 14th, 1962
at 11:30 A.M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same at a point on the westernmost side of Hampton Road at the intersection of the divisional line between Lots 148 and 149, as shown on Plat 3, Linthicum Heights, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 15, page 18, said beginning being distant north twenty-nine degrees fifty-six minutes east; 320.0 feet, more or less, from the intersection of the northern side of Charles Road with the western side of Hampton Road; thence running with the western side of Hampton Road north twenty-nine degrees fifty-six minutes west 56.0 feet to the southernmost line of the Lease from Linthicum-Nowell Home Building, Inc. to Land Homes Corporation, dated September 30, 1948 and recorded in Liber J.H.H. No. 444, folio 246 among the Land Records of Anne Arundel County, Md.; thence leaving Hampton Road and running at right angles and, also with the southernmost line of said Lease as now calculated, north sixty degrees four minutes west, 247.05 feet to intersect the westernmost outline of said Plat 3, Linthicum Heights; thence leaving said Lease and running with part of said western outline south thirty-three degrees seven minutes fifty seconds west 56.09 feet to the aforesaid divisional line between Lots Nos. 148 and 149; thence running with said lot line south sixty degrees four minutes east 250.18 feet to the place of beginning. The improvements thereon being known as No. 28 Hampton Road. Being the same property conveyed to said Dorothea Black and Annette L. Knaggs by said Larry Digby Krebs and wife, by deed dated July 24, 1959, recorded in Liber GTC No. 1316, folio 457.

Subject to pole agreements, easements and restrictions of record.

No.

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 536

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1962

We hereby certify, that the annexed

Attorney's Sale
No. 14911 Equity
Larry Digby Krebs

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 April, 1962. The first insertion being made the 23rd day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962 APR 19 PM 2

IMPROVEMENTS. One story frame dwelling, 4 rooms and bath; one-car frame garage.

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

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

A-13

LIBER 139 PAGE 537

LIBER 139 PAGE 538

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife	*	
and	*	No. 14,911 Equity
DOROTHEA BLACK and ANNETTE L. KNAGGS, her Daughter	*	

* * * * * * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 28 Hampton Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, April 14, 1962 at 11:30 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $7,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 18th day of April, 1962, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public
HERBERT C. MOORE

FILED

1962 APR 24 AM 10:52

LIBER 139 PAGE 539

RE: 28 Hampton Road

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 14th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared D. Paul Etzler, Vice President of Fraternity Federal Savings and Loan Association, purchaser of said property at the foreclosure sale in this case and made oath in due form of law that Fraternity Federal Savings and Loan Association is the purchaser of said property as principal and not as agent and they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY D. Paul Etzler Vice President
PURCHASER

Herbert C. Moore
Notary Public

HERBERT C. MOORE

Legal Notice

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

Attorney's Sale
OF VALUABLE IMPROVED FEE SIMPLE PROPERTY
AT LINTHICUM HEIGHTS

Under and by virtue of a power of sale contained in a Mortgage from Larry Digby Krebs and Constance M. Krebs, his wife to Fraternity Federal Savings & Loan Association, dated February 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 382 (since assumed by Assumption Agreement by Dorothea Black and Annette L. Knaggs, dated July 24, 1959, recorded in G.T.C. No. 1316, folio 460), default having occurred thereunder, the undersigned, as Attorney named in the said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday,
April 14th, 1962
at 11:30 A.M.

1962 APR 26 PM 12:52

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same at a point on the westernmost side of Hampton Road at the intersection of the divisional line between Lots 148 and 149, as shown on Plat 3, Linthicum Heights, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 15, page 18, said beginning being distant north twenty-nine degrees fifty-six minutes east, 320.0 feet, more or less, from the intersection of the northern side of Charles Road with the western side of Hampton Road; thence running with the western side of Hampton Road north twenty-nine degrees fifty-six minutes west 56.0 feet to the southernmost line of the Lease from Linthicum-Nowell Home Building, Inc. to Land Homes Corporation, dated September 30, 1948 and recorded in Liber J.H.H. No. 444, folio 246 among the Land Records of Anne Arundel County, Md.; thence leaving Hampton Road and running at right angles and, also with the southernmost line of said Lease as now calculated, north sixty degrees four minutes west, 247.05 feet to intersect the westernmost outline of said Plat 3, Linthicum Heights; thence leaving said Lease and running with part of said western outline south thirty-three degrees, seven minutes fifty seconds west 56.09 feet to the aforesaid divisional line between Lots Nos. 148 and 149; thence running with said lot line south sixty degrees four minutes east 250.18 feet to the place of beginning. The improvements thereon being known as No. 28 Hampton Road. Being the same property conveyed to said Dorothea Black and Annette L. Knaggs by said Larry Digby Krebs and wife, by deed dated July 24, 1959, recorded in Liber GTC No. 1316, folio 457.

Subject to pole agreements, easements and restrictions of record.

IMPROVEMENTS. One story frame dwelling, 4 rooms and bath; one-car frame garage.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Md.

ROBERT H. CAMPBELL
Auctioneer

A-13

ORDER NISI

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife and DOROTHEA BLACK and ANNETTE L.KNAGGS,her daughter

LIBER 139 PAGE 541

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,911 Equity

Ordered, this 24th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $ 7,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM C. ROGERS, Atty.
(Final Order)

"Evening Capital" (For April 26th Edition)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife and DOROTHEA BLACK and ANNETTE L.KNAGGS,her daughter

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st 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.

D. Bruce Dunbaugh
JUDGE.

FILED
1962 JUN -1 AM 11:54

14

ROBERT H. CAMPBELL . . . LIBER 139 PAGE 542 . . . . . Auctioneer

1491

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

ATTORNEY'S SALE

OF VALUABLE

IMPROVED FEE SIMPLE PROPERTY

AT LINTHICUM HEIGHTS

Under and by virtue of a power of sale contained in a Mortgage from Larry Digby Krebs and Constance M. Krebs, his wife, to Fraternity Federal Savings & Loan Association, dated February 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 382 (since assumed by Assumption Agreement by Dorothea Black and Annette L. Knaggs, dated July 24, 1959, recorded in G.T.C. No. 1316, folio 460), default having occurred thereunder, the undersigned, as Attorney named in the said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

SATURDAY, APRIL 14, 1962

AT 11:30 A.M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same at a point on the westernmost side of Hampton Road at the intersection of the divisional line between Lots 148 and 149 as shown on Plat 3, Linthicum Heights, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 15, page 18, said beginning being distant north twenty-nine degrees fifty-six minutes east, 320.0 feet, more or less, from the intersection of the northern side of Charles Road with the western side of Hampton Road; thence running with the western side of Hampton Road north twenty-nine degrees fifty-six minutes west 56.0 feet to the southernmost line of the Lease from Linthicum-Nowell Home Building, Inc. to Land Homes Corporation, dated September 30, 1948 and recorded in Liber J.H.H. No. 444, folio 246 among the Land Records of Anne Arundel County, Md; thence leaving Hampton Road and running at right angles and, also with the southernmost line of said Lease as now calculated, north sixty degrees four minutes west, 247.05 feet to intersect the westernmost outline of said Plat 3, Linthicum Heights; thence leaving said Lease and running with part of said western outline south thirty-three degrees seven minutes fifty seconds west 56.09 feet to the aforesaid divisional line between Lots Nos. 148 and 149; thence running with said lot line south sixty degrees four minutes east 250.18 feet to the place of beginning. The improvements thereon being known as No. 28 Hampton Road. Being the same property conveyed to said Dorothea Black and Annette L. Knaggs by said Larry Digby Krebs and wife, by deed dated July 24, 1959, recorded in Liber GTC No. 1316, folio 457.

Subject to pole agreements, easements and restrictions of record.

IMPROVEMENTS: One story frame dwelling, 4 rooms and bath; one-car frame garage.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Md.

FILED

1962 MAY -1 PM 3:46

LIBER 139 PAGE 543

I hereby certify that I have this 14th day of April, 1962, sold the within described property to Fraternity Federal Savings and Loan Association at and for the sum of Seven Thousand Dollars ($7,000.00) it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I certify that Fraternity Federal Savings and Loan Association has on this 14th day of April, 1962, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Seven Thousand Dollars ($7,000.00) and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

BY

WILLIAM C. ROGERS, Attorney

FILED

1962 MAY -1 PM 3:46

14

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 139 PAGE 544

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,911

Larry Digby Krebs

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1962. The first insertion being made the 26th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 27990 1962 MAY 29 PM 2:46 By Hazel Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,911 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage

VERSUS

LARRY DIGBY KREBS and CONSTANCE M. KREBS, his wife and DOROTHEA BLACK and ANNETTE L. KNAGGS, her daughter

Ordered, this 24th day of April, 1962 that the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

M-17

LIBER 139 PAGE 545

In the Case of

William C. Rogers, Attorney named in Mortgage

vs.

Larry Digby Krebs and
Constance M. Krebs, his wife and
Dorothea Black and
Annette L. Knaggs, her daughter

In the

Circuit Court

For

Anne Arundel County

No. 14,911 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, and 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.

1962 JUN 15 PM 10:24

All of which is respectfully submitted.

June 15, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of July, 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
Per: ay, deputy

FILED

1962 JUL -3 AM 9:13

Dr. Mortgaged Real Estate of Larry D. Krebs & Constance M. Krebs, his wife and Dorothea Black and Annette L. Knaggs

In Acct. with William C. Rogers, Attorney named in Mortgage

					Cr.	
	By	Amount of sale, as per Attorney's Report of sale, filed	7,000	00		
	By	Interest on deferred payment, 6%, on $6500.00 from 4/14/62 to 6/4/62	54	10		
					7,054	10
	To	Attorney, for fee, viz.	100	00		
	To	Attorney for commissions, viz.	241	62		
					341	62
	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	131	36		
		Speer Publications - handbills	15	87		
		Fidelity & Deposit Co. - bond	18	00		
		Robert H. Campbell- Auctioneer's fee	35	00		
		Adjustment, 1962 State & County taxes - 3 months 14 days	40	38		
		½ Federal & State Revenue stamps	11	50		
					252	11
	To	Fraternity Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			6,399	87
		Balance due on Mortgage, as per Mortgage claim filed	7,473	05		

Interest on principal amount, 6%,		
on $7473.05 from 3/14/62 to 6/30/62	93	41
	7,566	46
Credit amount allowed above	6,399	87
This amount subject to decree in		
personam	1,166	59

EDWARD H. KEPPER HILDEGARDE M. KEPPER, his wife, Route No. 2, Box 94-A Arnold, Maryland	*	NO. 14883 EQUITY
	*	IN THE
VS		
	*	
BALTIMORE NATIONAL BANK, a body corporate, Baltimore and Light Streets Baltimore 2, Maryland Substituted Trustee under Last Will and Testament of Frederick Huber	*	CIRCUIT COURT FOR
IDA F. MURRILL 212 Chancery Avenue Baltimore, Maryland	*	ANNE ARUNDEL COUNTY
And	*	
WALTER E. EDWARDS LOUISE C. EDWARDS, his wife, 128 West Ostend Street Baltimore, Maryland	*	
	*	
and respective unknown heirs, personal representatives, devisees, and judgment creditors, if any, of said persons be now deceased.	*	
And any and all persons having or claiming to have any interest in the property known as Lots 600 and 601, Plat of Amended Plat, Pines on the Severn, Plat Book No. 2, page 9, Third Election, Anne Arundel County, Maryland.	*	
* *	*	* *

LIBER 139 PAGE 548

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Edward H. Kepper and Hildegarde M. Kepper, his wife, by William W. Townshend, Jr. and William E. Kirk, their attorneys, respectfully say:

1. That on the 24th day of August, 1961, the Certificate of Tax Sale, being No. 3030-B, attached hereto and marked "Complainants' Exhibit No. 1" was issued by Edward H. Dunn, Jr., successor to James A. Walton, Collector of Taxes for the State of

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1962 MAR 12 PM 2:45

Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County, who assigned the same to Hester W. Eichman et al who in turn assigned the same to your Complainants, which Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

Certificate No. 3030-B-Lots 600 and 601,
Plat of Amended Plat, Pines-on-the-Severn,
Third Election District, Anne Arundel County,
Maryland.

Which said property was assessed to Baltimore National Bank, substituted Trustee under the Last Will and Testament of Frederick Huber, deceased, and was part of property conveyed to said Baltimore National Bank, substituted Trustee under Last Will and Testament of Frederick Huber, deceased by deed dated October 31, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 206, Folio 484, and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County, on the date of tax sale was Forty-eight Dollars and Ninety-two Cents ($48.92).

3. That the description of the property as the same appeared upon the tax rolls of the Treasurer of Anne Arundel County for the Third Election District on the day of the sale was

Baltimore National Bank,
Substitute Trustee of Estate of Frederick Huber
Lots 600 and 601, Pines-on-the-Severn

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That the aforesaid parcel of ground, according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, shows that the title of said property was vested in the name of Baltimore National Bank, Substitute Trustee of the Estate of Frederick Huber, by virtue of Last Will and Testament of Frederick Huber, a certified

copy of said Will filed herewith as "Complainants' Exhibit No. 2", prayed to be taken as a part hereof, and that the Board of County Commissioners purchased the said property at tax sale, which tax sale was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 5663, and the said two lots, Nos. 600 and 601, were conveyed by the said Board of County Commissioners to Hester Wilson Arnold by deed dated July 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, Folio 198. That the said two lots were then conveyed to your Complainants by deed dated April 14, 1960, from Hester W. Eichman and J. Charles Eichman, her husband, said deed recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383, Folio 592, a certified copy of said deed filed herewith as "Complainants' Exhibit No. 3" and prayed to be taken as a part hereof.

5. That the Defendant, Ida F. Murrill, is joined herein for the purpose of foreclosing any right or interest she may have as holder of the one cent ($.01) ground rent reversion issuing thereout as to Lot No. 601 acquired by deed dated May 3, 1927, from the Pines Company, and recorded among said Land Records in Liber F.S.R. No. 12, Folio 434, said conveyance being decreased from the Assessment Records of Anne Arundel County on or about September 7, 1939.

6. That the Defendants, Walter E. Edwards and Louise R. Edwards, his wife, are joined herein for the purpose of foreclosing any right or interest they may have as holders of the one cent ($.01) ground rent reversion issuing thereout as to Lot No. 600 from the Pines Company, Incorporated, by deed dated March 26, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 41, Folio 442, said conveyance being decreased from the Assessment Records of Anne Arundel County on or about September 21, 1939.

7. That the aforesaid lots of ground has not been redeemed by any party in interest, although more than a year and a

day from the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81, of the Annotated Code of Maryland.

8. That the addresses shown above are the last known address or the address last indicated in the Tax Records of Anne Arundel County or Land Records of Anne Arundel County.

9. That the amount necessary for the redemption of the aforementioned two lots at the time of tax sale is Forty-eight Dollars and Ninety-two Cents ($48.92) which is the amount paid for said property at said tax sale, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants or their predecessors in title as to the aforesaid property under the provisions of the Acts of 1943 aforesaid, as amended, or as the Court may grant.

10. That the Complainants pray for an Order of Publication directed to all parties in interest in the aforesaid property.

TO THE END, THEREFORE:

(a) That this Honorable Court pass a final decree foreclosing all the rights of redemption of the Respondents herein in and to the aforementioned Lots 600 and 601, Pines-on-the-Severn, conveyed to Edward H. Kepper and Hildegarde M. Kepper, his wife, by Hester W. Eichman and J. Charles Eichman, her husband.

(b) That the Court pass a final decree whereby there will be vested in the Complainants an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes or other public easements to which the property is subject, and authorizing the Treasurer of Anne Arundel County to execute a deed for the same to the Complainants.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, on or before the 17th day of May, 1962, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other and further relief as their case may require.

AND, AS IN DUTY BOUND, ETC.

TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk,
Towns-Worth Bldg., South St.
Annapolis, Maryland
Col. 3-4546

Edward H. Kepper
Edward H. Kepper

Hildegarde M. Kepper
Hildegarde M. Kepper

STATE OF MARYLAND, 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 County aforesaid, personally appeared EDWARD H. KEPPER and HILDEGARDE M. KEPPER, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

William E. Kirk
Notary Public

LIBER 139 PAGE 552

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Case # 5663

LIBER 139 PAGE 553

No. 3030-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr., Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 4, 1941, I sold to A. A. Co. Comm. at public auction for the sum of 48.92 Dollars and ____ Cents, of which 48.92 Dollars has been paid as a deposit on the property in Dist 3. described as Lots 56-57-906-Grd Lots 600-601 situated at Pines on the Severn

and assessed to Baltimore National Bank Substituted Trustee of Frederick Fiske

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 5, 1942, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this twenty fourth day of August 19 41

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24th day of ~~October~~ August 1941, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 6, 1963

"EXHIBIT NO. 1"

FILED
1962 MAR 12 PM 2:45

6

For value received, the Board of County Commissioners for Anne Arundel County by its President, Frank W. Wilde, the undersigned hereby assign all of its right, title and interest in and to Lots Nos. 600-601 at the Pines on Severn unto Hester Wilson Arnold Eichman and J. Charles Eichman, her husband,

AS WITNESS the name of County Commissioners of Anne Arundel County by the signature of its President, Frank W. Wilde, attested to, and its corporate seal hereunto affixed, this 6th day of March, 1962.

WITNESS:

Evelyn M. Buttcher

COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY

By Frank W. Wilde (SEAL)
Frank W. Wilde, President

For value received, Hester Wilson Arnold Eichman and J. Charles Eichman, her husband, the undersigned hereby assign all of their right, title and interest in and to Lots Nos. 600-601 at the Pines on Severn unto Edward H. Kepper and Hildegarde N. Kepper, his wife.

AS WITNESS our hands and seals this 8th day of March, 1962.

WITNESS:

Hester Wilson Arnold Eichman (SEAL)
Hester Wilson Arnold Eichman

J. Charles Eichman (SEAL)
J. Charles Eichman

LAST WILL AND TESTAMENT

OF

FREDERICK HUBER

LIBER 139 PAGE 555

I, FREDERICK HUBER, of Baltimore City, Maryland, do hereby make and declare this to be my Last Will and Testament, hereby revoking any and all other testamentary disposition heretofore made by me.

(1) I wish to have all my just debts and funeral expenses paid. I desire that the cost of my funeral expenses and the cost of a suitable monument shall be within the reasonable discretion of my executor; but the cost of the monument shall not be over Three Hundred dollars ($300).

(2) I give and bequeath to my wife, Eva Florence Huber, all my personal effects, household and kitchen furniture, jewelry and clothing, if she be living at the time of my death; but if she predeceases me, I wish these articles to be sold and the proceeds to become a part of the residuary estate.

(3) I give and devise my property, known as 5305-5307 and 5309 Harford Road, and my lot on Parkside Avenue, Lauraville, at the corner of Tyndale Avenue and all improvements thereon, to The Baltimore Trust Company of Baltimore, as Trustee, to be held in trust for my said wife as long as she lives, and at her death I direct my Trustee to sell such real property and improvements and pay over the proceeds to my residuary estate; in case, however, my said wife should wish to give up the house on Harford Road, I direct my Trustee to sell it and apply the proceeds to the purchase of another home for her or to my residuary estate, as she may desire.

(4) I give and bequeath to my said Trustee all my right, title and interest in and to an agreement between myself and the Flynn and Emrich Company of Baltimore, dated November 16th, 1915, including any amendments already made or to be made at any time in the future; but my Trustee shall have full power to dispose of such agreement in any way, if in its discretion this would operate to the advantage of my estate,

"EXHIBIT NO. 2" MAR 12 PM 2 [illegible]

Frederick Huber

and in case of such disposition I desire the proceeds to be paid at once to the persons who would be entitled to the income as provided hereafter. The income from the said contract I wish to be paid in monthly instalments, one-third (1/3) to my said wife, Eva Florence Huber, during her life, and on her death to such of my next of kin as would then be entitled to it under the laws of Maryland for the disposition of property in case of intestacy; the other two-thirds (2/3) to my mother, Pauline Huber, during her life, and on her death to the legal representative of her estate, to be divided to such of her next of kin as would be entitled thereto under the laws of Maryland for the disposition of property in case of intestacy. If the said agreement is still in force and retained by my Trustee after both my said wife and my mother have died, I direct my Trustee to make such disposition of it as it may then deem most expedient, and to pay the proceeds either of income or principal to such persons as I hereafter designate to receive my residuary estate after my wife's death.

Article Huber

(5) All the rest and residue of my estate of whatever nature and wheresoever situate, including all patent rights, royalty agreements and other contracts, in which I may have an interest at the time of my death (which enumeration shall not be exclusive,) I give, devise and bequeath to The Baltimore Trust Company of Baltimore, in trust, and direct my said Trustee after defraying the expenses incident to the administration of the estate, including the cost of the proper maintenance of such property as may be set aside as a home for my wife, and including a commission of five (5%) percent on the gross income, to be deducted quarterly, to pay the net income to my wife in monthly instalments as long as she lives; and upon her death to distribute absolutely, free and clear of trust, all the principal of my said residuary estate to each of my heirs and next of kin as would then be entitled to it under the laws of Maryland for the disposition of property in case of intestacy. With respect to any interest in contracts or other property which can not

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be disposed of profitably at the time directed for the distribution of the principal of my residuary estate, I empower my Trustee to use its absolute discretion in retaining or disposing of such property, and in case it is retained then the income shall be payable to such persons as would have received the principal as above directed; and if subsequently disposed of, I direct that the proceeds therefrom be paid to such of my next of kin as would at that time be entitled to it under the laws of Maryland for the disposition of property in case of intestacy. In case the net income payable to my wife, both from my residuary estate and the agreement with the Flynn & Emrich Company, above provided for, does not amount to at least Twenty-five hundred ($2500.00) dollars per year in any year, I direct my Trustee at the end of such year to pay her from the principal of my residuary estate an amount sufficient to equal said annual sum. I further direct my Trustee, in case of need by my said wife through any emergency due to sickness, accident or other cause, to draw upon the principal of my residuary estate such sum as it may in its absolute discretion deem proper, if my said wife's total income under this will is not sufficient.

Flynn & Emrich

(6) I appoint The Baltimore Trust Company of Baltimore, and/or its lawful successor, as Trustee under this my Will, and for all purposes mentioned in this Will give it the following powers to be exercised liberally and in its absolute discretion:-

To improve, sell, lease, mortgage, exchange or otherwise deal with or dispose of the whole or any part of my property coming into its hands under this Will, upon such terms and conditions as may seem advisable; to invest and reinvest any of the funds held hereunder in such amounts as it may see fit, in such stocks, bonds or other property, real or personal, including choses in action, as it may deem advisable, even though said property may not be of the character permissible for trust investments; to execute and accept such mortgages, deeds, assignments, covenants, contracts and other instruments as it may deem necessary in the proper management of any of the property coming into its hands under

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this Will; to deposit any securities in any agreement or reorganization plan affecting such securities, and to participate in any way in reorganizations, mergers, consolidations or dissolutions involving any securities held by it; to make any conversion or exercise any option with respect to such securities or otherproperty; to prosecute, defend or intervene in any suits or actions at law or in equity, which may be necessary with respect to any of the property coming into its hands under this Will; and in general to do and perform any and all acts which it may deem necessary and desirable in the proper care and management of the property coming into its hands under this Will, which would not be unlawful if I had specifically authorized such acts. In making or disposing of any investment held in this trust, the Trustee may purchase the same from, or sell the same to, or exchange the same with, The Baltimore Trust Company or any corporation or person affiliated with the Trustee, or in which the Trustee may in any way be interested, as freely as it might deal with an independent third party. The Trustee shall have full power to determine, at its sole discretion, whether any property or money received by it at any time shall be treated as capital or income, including the determination of what shall constitute net income payable to the life tenants, and no part of such income shall be applied as a sinking fund upon securities purchased at a premium, nor shall any adjustment be made for securities purchased at a discount in determining what shall be income; all of the stock dividends and extraordinary cash dividends, however, shall be treated as income. The Trustee shall not be liable to see to the proper application of any property or money paid out or distributed by it in the execution of this trust, and shall be relieved of all liability by the taking of a receipt from any person to whom such payment or distribution is duly made. In the execution of the aforegoing powers the Trustee shall be liable only for gross negligence or willful misconduct.

(7) I appoint The Baltimore Trust Company of Baltimore,

Endrick Hubner

and/or its lawful successor, to be my Executor under this my Will, and empower it to make any sale of real estate necessary in its discretion without having to apply to the Orphans' Court for authority to make such sale.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal, this ~~Sept.~~ 20th day of Sept., 1926.

Frederick Huber (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED, by theabove named Testator, Frederick Huber, to be his Last Will and Testament, in our presence and in the presence of each other, who in his presence and at his request have hereunto subscribed our names as witnesses.

Adolph Romestsch, Jr.	207 Tramore Rd.
Clinton Wyatt	2600 Reisterstown Rd.
Thomas R. Cornelius	c/o Town Nat'l. Bank

12

Baltimore City, ss.

On the 13th day of June, 1928, 19 .....

came G. Leach of Baltimore Trust Co.

and made oath in due form of law, that he does not know of any Will or Codicil of Frederick Huber late of said City, deceased, other than the above instrument of writing, and that ~~received the same from~~ this Will was found among the private effects and Testator departed this life

on the 3rd day of June, 1928, 195.....

SWORN TO in open Court.

TEST: EDWIN R. DOWNES
Register of Wills for Baltimore City.

,3

Baltimore City, ss.

On the 13th day of June, 1928, 195.....

came Adolph Rometsch, Jr., Clinton Wyatt

and

Thomas R. Cornelius

the three subscribing witnesses to the aforegoing last Will and Testament of Frederick Huber

late of said city, deceased, and made oath in due form of law, that they did see Testat or sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they ~~together with~~

subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other. former two in open Court.

SWORN TO the latter before the subscriber.

TEST: EDWIN R. DOWNES
Register of Wills for Baltimore City.

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In the Orphans' Court of Baltimore City: LIBER 139 PAGE 561

The Court, after having carefully examined the above last Will and Testament of Frederick Huber, late of Baltimore City, deceased, ~~together with the Codicil thereunto attached~~, and also evidence adduced as to its validity, Orders and Decrees, this 13th day of June, 19 28, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Frederick Huber, deceased.

JUDGES { Myer J. Block / Harry C. Gaither / William M. Dunn

1000—10-59 148

15

State of Maryland,

BALTIMORE CITY, ss.

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of The Last Will and Testament of Frederick Huber late of said city, deceased, together with the proofs and probate thereof etc. taken from Wills Liber E.R.D. No. 161 Folio No. 396 etc., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 5th day of January, in the year of our Lord nineteen hundred and ~~forty~~ sixty-one.

Leroy C. Shaughnessy

Register of Wills for Baltimore City.

5000—8-59 212

16

(JOCK 1383 PAGE 592 LIBER 139 PAGE 562

THIS DEED, made this 14th day of April, 1960, by and between Hester W. Eichman and J. Charles Eichman, her husband, parties of the first part, hereafter referred to as Grantors, and Edward H. Kepper and Hildegarde N. Kepper, his wife, parties of the second part, hereafter referred to as Grantees.

WITNESSETH that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors have bargained and sold and do hereby grant, convey and release unto the said Edward H. Kepper and Hildegarde N. Kepper, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all lots or parcels of ground situate lying and being in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Lots Nos. 600 and 601 as shown on the Plat of "Pines on the Severn", said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, Page 9.

BEING the same property conveyed by deed dated July 27, 1943, to Hester W. Arnold from the County Commissioners of Anne Arundel County and recorded among the Land Records of Anne Arundel County in Liber JHH 288, folio 198; said Hester W. Arnold having since inter-married with J. Charles Eichman.

TOGETHER WITH all the buildings and improvements thereon, and all the rights, ways, waters, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto 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 specially warrant the property herein conveyed and that they will execute such other and further assurances of the same as may be requisite and necessary.

WITNESS the hands and seals of the said Grantors.

ATTEST:

Morris Turk
MORRIS TURK

Hester W. Eichman (SEAL)
Hester W. Eichman

J. Charles Eichman (SEAL)
J. Charles Eichman

"EXHIBIT NO. 3"

FILED

1962 MAR 12 PM 2:46

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

17

LIBER 139 PAGE 563
BOOK 1383 PAGE 593

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Hester W. Eichman and J. Charles Eichman, her husband, the Grantors herein and they acknowledged the aforegoing deed to be their respective act and deed.

Witness my hand and Notarial Seal.

Morris Turk
MORRIS TURK Notary Public

Filed for record April 14, 1960 at 1:48 P.M.
Mailed to Morris Turk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber G.T.C. No. 1383 folio 592 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of August A. D., 1961.

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

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EDWARD H. KEPPER HILDEGARDE N. KEPPER, his wife, Route No. 2, Box 94-A Arnold, Maryland	*	NO. 14883 EQUITY
VS.	*	IN THE
BALTIMORE NATIONAL BANK, a body corporate, Baltimore and Light Streets Baltimore 2, Maryland Substituted Trustee under Last Will and Testament of Frederick Huber	*	CIRCUIT COURT
	*	FOR
IDA F. MURRILL 212 Chancery Avenue Baltimore, Maryland	*	ANNE ARUNDEL COUNTY
And		
WALTER E. EDWARDS LOUISE C. EDWARDS, his wife, 128 West Ostend Street Baltimore, Maryland	*	
	*	
and respective unknown heirs, personal representatives, devisees, and judgment creditors, if any, of said persons be now deceased.	*	
And any and all persons having or claiming to have any interest in the property known on Lots 600 and 601, Plat of Amended Plat, Pines-on-the-Severn, Plat Book No. 2, page 9, Third Election District, Anne Arundel County, Maryland	*	

* * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the predecessor in title of the Plaintiffs in this proceeding:

Known and designated as Lots No. 600 and 601 as shown on a Plat of Pines-on-the-Severn, recorded among the Plat Records of Anne Arundel County in Plat Book 1 Page 14.

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LIBER 139 PAGE 564

19

Being the same property conveyed to the Plaintiffs by Hester Wilson (Arnold) Eichman etal by deed dated April 14, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 Folio 592. Being also the same property conveyed by Joseph A. Walton, County Treasurer, to the County Commissioners for Anne Arundel County by deed dated July 27, 1943 and recorded among the aforesaid Land Records in Liber J.H.H. No. 288 Folio 173 and on the same date conveyed by the said County Commissioners to Hester Wilson Arnold (now Eichman) by deed recorded in Liber J.H.H. No. 288 Folio 198.

LIBER 139 PAGE 565

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON this 12th day of March, 1962, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be given by the insertion of a copy of this ORDER in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 17th day of May, 1962, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 139 PAGE 566

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1962

We hereby certify, that the annexed

Order of Publication

No. 14,883 Eq

Ida F. Murrill,

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 May, 1962. The first insertion being made the 15th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962
APR 12 PM 3:56

NO. 14,883 EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY.

EDWARD H. KEPPER,
HILDEGARDE M. KEPPER, his wife,
Route No. 2, Box 94-A
Arnold, Maryland
VS.
BALTIMORE NATIONAL BANK
a body corporate,
Baltimore and Light Streets
Baltimore 2, Maryland
Substituted Trustee under Last Will and Testament of Frederick Huber
IDA F. MURRILL
212 Chancery Avenue
Baltimore, Maryland
And
WALTER E. EDWARDS
LOUISE C. EDWARDS, his wife,
128 West Ostend Street
Baltimore, Maryland
and respective unknown heirs, personal representatives, devisees, and judgment creditors, if any, of said persons be now deceased.
And any and all persons having or claiming to have any interest in the property known on Lots 600 and 601, Plat of Amended Plat Pines-on-the-Severn, Plat Book No. 2, page 9, Third Election District, Anne Arundel County, Maryland

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situated in the Third Election District of Anne Arundel County Maryland, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the predecessor in title of the Plaintiffs in this proceeding:

Known and designated as Lots No. 600 and 601 as shown on a Plat of Pines-on-the-Severn, recorded among the Plat Records of Anne Arundel County in Plat Book 1 Page 14. Being the same property conveyed to the Plaintiffs by Hester Wilson (Arnold) Eichman et al by deed dated April 14, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 Folio 592. Being also the same property conveyed by Joseph A. Walton, County Treasurer, to the County Commissioners for Anne Arundel County by deed dated July 27, 1943 and recorded among the aforesaid Land Records in Liber J.H.H. No. 288 Folio 173 and on the same date conveyed by the said County Commissioners to Hester Wilson Arnold (now Eichman) by deed recorded in Liber J.H.H. No. 288 Folio 198.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON this 12th day of March, 1962, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be given by the insertion of a copy of this ORDER in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 17th day of May, 1962, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk

No. 21

A-5

Equity No. 14,883

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 139 PAGE 567

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 18th day of May 19 62, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., attorney for Edward H. Kepper and Hildegarde M. Kepper, his wife, to the best of his knowledge, plaintiff s, 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.)

~~xxx~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 18th day of May, 19 62.

Notarial Seal

Edward M. Kepper

Notary Public.

My Commission will expire on: May 6, 1963

Filed,

FILED
1962 MAY 18 PM 2:30

22

EDWARD H. KEPPER HILDEGARDE M. KEPPER, his wife, Route No. 2, Box 94-A Arnold, Maryland	*	NO. 14,883 · EQUITY
	*	IN THE
VS.		
	*	CIRCUIT COURT
BALTIMORE NATIONAL BANK, a body corporate Baltimore and Light Streets Baltimore 2, Maryland Substituted Trustee under Last Will and Testament of Frederick Huber	*	FOR
	*	ANNE ARUNDEL COUNTY
IDA F. MURRILL 212 Chancery Avenue Baltimore, Maryland	*	
And	*	
WALTER E. EDWARDS LOUISE C. EDWARDS, his wife, 128 West Ostend Street Baltimore, Maryland	*	
and respective unknown heirs, personal representatives, de- visees, and judgment creditors, if any, of said persons be now deceased.	*	
And any and all persons having or claiming to have any interest in the property known as Lots 600 and 601, Plat of Amended Plat, Pines-on-the-Severn, Plat Book No. 2, page 9, Third Election District, Anne Arundel County, Md.	*	

* * * * *

LIBER 139 PAGE 568

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, the defendants having been summoned and having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 21st day of May, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants.

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1962 MAY 21 PM 2:25

O. Brien Dudley
Judge

23

EDWARD H. KEPPER HILDEGARDE M. KEPPER, his wife,	*	NO. 14,883 EQUITY
	*	IN THE CIRCUIT COURT
VS.		FOR
BALTIMORE NATIONAL BANK, etal	*	
		ANNE ARUNDEL COUNTY
	*	

* * * * *

LIBER 139 PAGE 569

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition), as amended.

It is, thereupon, this 25th day of June, 1962, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> Those lots in the Third Election District of Anne Arundel County, known and designated as Lot Nos. 600 and 601 as shown on the Plat of Pines-on-the-Severn, recorded among the Plat Records of Anne Arundel County in Plat Book 1 Page 14 and also as shown on the amended Plat of Pines-on-the-Severn, recorded among the aforesaid Plat Records of Anne Arundel County in Plat Book 2 Page 9,

and having been sold by the Treasurer of Anne Arundel County on October 14, 1941 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date

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24

of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

D. Boone Duckett
Judge

LIBER 139 PAGE 571

JOHN P. PACA JR	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROSCOE SINGLETON and ELENORA SINGLETON, his wife, and JENEVIE ROTH and LOUIS ROTH, her husband	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 14,785

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

Mr. Clerk:

Please docket suit in the above case for the foreclosure of the mortgage from Roscoe Singleton and Elenora Singleton, his wife, and Jenevie Roth and Louis Roth, her husband, to John P. Paca, Jr., dated May 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 155, which mortgage is now in default, and is filed herewith marked "Plaintiff's Exhibit No. 1".

John G. Paca Jr.
John P. Paca, Jr.

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1962 JAN 17 PM 1:34

MORTGAGE FEE—CITY OR COUNTY—F[illegible] .6. LIBER 688 PAGE 155

PLAINTIFF'S EXHIBIT NO. 1
No. 14,785 Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 28th day of May - - - - - - - - - - - -

in the year nineteen hundred and fifty-two, by and between ROSCOE SINGLETON and ELENORA SINGLETON, his wife, of Anne Arundel County, Maryland and Jenevie Roth and Louis Roth, her husband, - Mortgagors of the City of Baltimore, - - - - - - - - - - in the State of Maryland, of the first part, and

John P. Paca, Jr. of the City of Baltimore, in said State , Mortgagee , of the second part:

LIBER 139 PAGE 572

Whereas, said Mortgagors stand justly indebted unto the said Mortgagee, in the full sum of Three thousand one hundred and fourteen dollars and eighty-nine cents ($3114.89), which sum, together with interest thereon at the rate of six percent per annum, payable weekly, said mortgagors have agreed to repay in weekly installments of Twelve ($12.) Dollars, which payment is to be applied first to interest, second to a weekly expense account sufficient to cover payment of taxes, insurance and other public charges and the balance to principal; and

Whereas, it was a condition precedent to the granting of said loan that its repayment, both principal and interest, be secured by the execution of these presents.

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

do grant and convey unto Mortgagee, his heirs and assigns, in fee simple, all those two lots or parcel of ground situate and lying in the County Fourth Election District of Anne Arundel aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING known and designated as Lots Nos. 86S and 86B, as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5 folio 32 (Cabinet No. 1, Rod A9, Plat No. 5).

BEING the same two lots of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior to the recording hereof, were granted and conveyed by said John P. Paca, Jr. unto the Mortgagors herein in fee simple.

THE SAID Jenevie Roth and Louis Roth, her husband, uniting herein for the purpose of becoming jointly and severally personally liable under the covenants and conditions contained herein, and in case of a default and foreclosure and the Auditor's Account showing a deficiency, the said Jenevie Roth and Louis Roth, her husband, consent to the passage of a decree in personam against them for such deficiency.

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1962 JAN 17 PM 1:34

It is agreed that as soon as the mortgagors cease to own said mortgaged property, or to have any interest therein, either by voluntary or involuntary alienation, then the amount due on said mortgage shall become due and payable in full, and in default of the payment thereof on demand this mortgage may be foreclosed and the property sold under the power contained herein.

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

To Have and To Hold the aforesaid parcel s of ground and premises unto and to the proper use and benefit of said Mortgagee, his heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Three thousand one hundred and fourteen - - - - - - - - - - - - - - - - 89/100 - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor s hereby also authorize the said Mortgagee, his personal representatives, or assi[illegible] or John George Vogeler, his duly authorized Attorney or Agent

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

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

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

And the said part ies of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Three thousand one hundred fourteen - - - - - - - - - - - - - -89/100 - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , his executors, administrators or assigns, to the extent of his lien or claim hereunder.

Witness our hands and seal s.

Roscoe Singleton (SEAL)
Roscoe Singleton

TEST:

Elenora Singleton [SEAL]
Elenora Singleton

Sadie D. T. Deaver

Jenevie Roth [SEAL]
Jenevie Roth

Louis Roth [SEAL]
Louis Roth

Sadie D. T. Deaver

State of Maryland, City of Baltimore , ss:

I Hereby Certify, that on this 28th day of May - - - - - , in the year one thousand nine hundred and fifty-two before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Roscoe Singleton and Elenora Singleton, his wife, Jenevie Roth and Louis Roth, husband, the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared John P. Pace, Jr. the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Sadie D. T. Deaver - Notary Public

Recorded- 11th June. 1952, at 2 P M.

LIBER 139 PAGE 574

LIBER 688 PAGE 157

STATEMENT OF MORTGAGE CLAIM

JOHN P. PACA, JR.

vs.

ROSCOE SINGLETON and ELENORA SINGLETON, his wife, and JENEVIE ROTH and LOUIS ROTH, her husband

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

IN EQUITY No. 14785

LIBER 139 PAGE 575

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt of John P. Paca, Jr. under mortgage from Roscoe Singleton and Elenora Singleton, his wife, and Jenevie Roth and Louis Roth, her husband, dated May 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 155.

Amount of Mortgage	$3114.89
Credit principal	2474.18
	$ 640.71
Interest to 1/17/62	18.69
Balance due on mortgage	$ 659.40

John P. Paca, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this seventeenth day of January, in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John P. Paca, Jr.

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

FILED
1962 JAN 17

As witness my hand and Notarial Seal,

Sadie D. T. Deaver

Sadie D. T. Deaver, Notary Public.

JOHN P. PACA, JR.	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROSCOE SINGLETON, ELENORA SINGLETON, his wife, and JENEVIE ROTH and LOUIS ROTH, her husband	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Docket 20 folio 106 # 14785

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

Mr. Clerk:

Please enter the above entitled case to the use of JOHN GEORGE VOGELER, ATTORNEY NAMED IN MORTGAGE.

John G Paca Jr
John P. Paca, Jr.

FILED
1962 FEB 15 PM 1:50

C

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

LIBER 139 PAGE 577

JOHN P. PACA, JR.
Entered to the use of
JOHN GEORGE VOGELER,
Attorney named in Mortgage

vs.

ROSCOE SINGLETON and
ELENORA SINGLETON, his wife, and
JENEVIE ROTH and
LOUIS ROTH, her husband

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY IN EQUITY #14785

Docket 20 Folio 106

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

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

John P. Paca Jr.
Affiant.

Subscribed and sworn to before me
this 5th. day of March, 19 62.

Louisa Kasper
Notary Public

FILED
1962 MAR -9 PM 1:13

LIBER 139 PAGE 578
LIBER 11 PAGE 271

JOHN P. PACA, JR. Entered to the use of JOHN GEORGE VOGELER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY #14785
ROSCOE SINGLETON and ELENORA SINGLETON, his wife, and JENEVIE ROTH and LOUIS ROTH, her husband	:	Docket 20 folio 106

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

KNOW ALL MEN BY THESE PRESENTS, That we, John George Vogeler, Attorney named in mortgage, 16 E. Lexington Street, Baltimore 2, Maryland, as Principal, and The Fidelity and Casualty Company of New York, a corporation of the State of New York, 80 Maiden Lane, New York 38, New York, as Surety, are held and firmly bound unto the State of Maryland, in the full sum of Three thousand ($3,000.) dollars, current money, to be paid to the State of Maryland, or its Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 1st. day of March, in the year one thousand nine hundred and sixty-two.

WHEREAS, by virtue of a power of sale contained in a mortgage from Roscoe Singleton, Elenora Singleton, his wife, and Jenevie Roth and Louis Roth, her husband, to John P. Paca, Jr., dated May 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 155, the said John George Vogeler, Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said mortgage in case of default occurring in the principal debt secured by said mortgage or of the interest thereon, in whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said John George Vogeler, as Attorney named in mortgage is about to execute said power and make sale of the property described in the mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bounden John George Vogeler, do and shall well and faithfully perform the trust reposed in him, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

John G Paca Jr
JOHN P. PACA, JR.

John Geo. Vogeler (SEAL)
JOHN GEORGE VOGELER

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Frances B Kahl
Frances B. Kahl

Albert R Cable (SEAL)
Albert R. Cable, Attorney

FILED
1962 MAR -9 PM 1

Bond approved this 9th day of March 1962
Clerk

8

LIBER 139 PAGE 579

JOHN P. PACA, JR. Entered to the use of JOHN GEORGE VOGELER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY #14785
ROSCOE SINGLETON and ELENORA SINGLETON, his wife, and JENEVIE ROTH and LOUIS ROTH, her husband	:	Docket 20 folio 106

* * * * * * * * * *

To The Honorable Judge of the Circuit Court of Anne Arundel County:

The Report of Sale of John George Vogeler, Attorney in the above entitled cause, to make sale of fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said mortgage, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks prededing the day of sale, said Attorney did pursuant to said notice on Tuesday, March 20th, 1962, at 2 P.M. attend on the premises and then and there sold the fee simple property situate in the Fourth Election District of Anne Arundel County on Orchard Avenue, Champion Forest, being fully described in the annexed advertisement of sale, to Guillermo O. Randes, he being the highest bidder therefor, at two thousand ($2,000.) dollars.

John George Vogeler
John George Vogeler
Attorney named in Mortgage

FILED

1962 MAR 28 PM 11:44

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 139 PAGE 580

I HEREBY CERTIFY, That on this 23rd day of March, 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 aforesaid, personally appeared JOHN GEORGE VOGELER, Attorney named in Mortgage, 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.

AS WITNESS my hand and Notarial Seal.

SADIE D. T. DEAVER
NOTARY
PUBLIC
BALTIMORE, MARYLAND

Sadie D. T. Deaver
Sadie D. T. Deaver, Notary Public

JOHN P. PACA, JR.
729 Title Building
Baltimore 2, Maryland

Attorney's Mortgage Foreclosure Sale

OF VALUABLE FEE SIMPLE PROPERTY

Orchard Avenue, Champion Forest, near Jessups, improved by 3 room stucco dwelling. VACANT

Under and by virtue of the power and authority contained in a mortgage from Roscoe Singleton, et al, to John P. Paca, Jr., dated Mary 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 155, (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at public auction on the premises on

Tues., March 20, 1962 at 2 PM

All that lot of ground and improvements situate in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 86S and 86B, as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5 folio 32 (now Book 11, page 14,) having a frontage of about 100 feet on Orchard Avenue with a depth of about 400 feet to Hill-top Avenue.

The improvements thereon being a 3 room stucco dwelling.

TERMS OF SALE: Cash upon ratification of sale. All expenses to be adjusted to date of sale. A deposit of $500. will be required of the purchaser at the time of sale. Balance purchase price to bear interest at rate of 6 per cent from date of sale.

JOHN GEORGE VOGELER
Attorney named in Mortgage
A. J. BILLIG & CO.
Auctioneers M-15

FILED
1962 MAR 28 AM 11:44

LIBER 139 PAGE 581

STATE OF MARYLAND, BALTIMORE COUNTY, Sct.:

I HEREBY CERTIFY, That on this 20th DAY OF March 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County AFORESAID, personally appeared GUILLERMO O. Rondón, Purchaser at the forecloeure eale in this cauee, and made oath in due form of law that he is the purchaser and purchased eame ae principal and not ae an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the eaid real estate mentioned in the said Report of Sale.

Guillermo O. Rondón
Purchaeer

Jack F. Billig
Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTIMORE CO., MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1962 MAR 23 AM 11:45

11

JOHN P. PACA, JR.
Entered to the ase of
JOHN GEORGE VOGELER,
Attorney named in Mortgage
VS

ROSCOE SINGLETON ET.AL.

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY #14785
Docket 20 folio 106

LIBER 139 PAGE 582

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

AUCTIONEER'S CERTIFICATE

I Hereby certify that I have on this 20th day of March, 1962, sold the property described in the attached advertisement of sale, at and for the sum of Two Thousand ($2000.00) Dollars to Guillermo O. Rondes being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have on this 20th day of March, 1962, purchased the property described in the attached advertisement of sale from John George Vogeler, Attorney named in Mortgage, at and for the sum of Two Thousand ($2000.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Guillermo O. Rondes

Purchasers

TEST: Jack Billig

FILED
1962 MAR 28 AM 11:24

ORDER NISI

JOHN P. PACA, JR.

Entered to the use of

JOHN GEORGE VOGELER, Attorney named in Mortgage

versus

ROSCOE SINGLETON and

ELENORA SINGLETON, his wife and

JENEVIE ROTH and LOUIS ROTH, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,785 Equity

LIBER 139 PAGE 583

Ordered, this 28th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN GEORGE VOGELER, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of MAY next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of MAY next.

The report states that the amount of sale was $ 2,000.00

George T. Cromwell Clerk.

True Copy,

JOHN GEORGE VOGELER, Atty.

TEST: "Md. Gazette" (For April 5th Edition) Clerk.

(Final Order)

JOHN P. PACA, JR.

Entered to the use of JOHN GEORGE VOGELER, Attorney named in Mortgage

versus

ROSCOE SINGLETON and

ELENORA SINGLETON, his wife and

JENEVIE ROTH and LOUIS ROTH, her husband

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 12:16

13

JOHN P. PACA, JR.
729 Title Building
Baltimore 2, Maryland

Attorney's Mortgage Foreclosure Sale

OF VALUABLE FEE SIMPLE PROPERTY

Orchard Avenue, Champion Forest, near Jessups, improved by 3 room stucco dwelling, VACANT

Under and by virtue of the power and authority contained in a mortgage from Roscoe Singleton, et al, to John P. Paca, Jr., dated Mary 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 155, (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at public auction on the premises on

Tues., March 20, 1962 at 2 PM

All that lot of ground and improvements situate in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 86S and 86B, as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5 folio 32 (now Book 11, page 14.) having a frontage of about 100 feet on Orchard Avenue with a depth of about 400 feet to Hill-top Avenue.

The improvements thereon being a 3 room stucco dwelling.

TERMS OF SALE: Cash upon ratification of sale. All expenses to be adjusted to date of sale. A deposit of $500. will be required of the purchaser at the time of sale. Balance purchase price to bear interest at rate of 6 per cent from date of sale.

JOHN GEORGE VOGELER
Attorney named in Mortgage
A. J. BILLIG & CO.
Auctioneers

M-15

14

FILED
1962 MAR 28 11 4:27

OFFICE C

LIBER 139 PAGE 584

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Attorney's Mortgage Foreclosure Sale

14,785

Roscoe Singleton

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 March, 1962. The first insertion being made the 22nd day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Rosie Tate

LIBER 139 PAGE 585

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,785

Roscoe Singleton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1962. The first insertion being made the 5th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 27880

FILED 1962 MAY -3 PM 2:39

15

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,785 EQUITY

JOHN P. PACA, JR.
Entered to the use of
JOHN GEORGE VOGELER, Attorney named in Mortgage

versus

ROSCOE SINGLETON and ELENORA SINGLETON, his wife and
JENEVIE ROTH and LOUIS ROTH, her husband

Ordered, this 28th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN GEORGE VOGELER, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of May next.

The report states that the amount of sale was $2,000.00

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
A-26

LIBER 139 PAGE 586

In the Case of

JOHN P. PACA, JR., Entered to the use of George Vogeler, Attorney named in Mortgage 12-15-62

VS.

ROSCOE SINGLETON and ELENORA SINGLETON, his wife and JENEVIE ROTH and LOUIS ROTH, her husband

In the

Circuit Court

For

Anne Arundel County

No. 14,785 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, and 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.

June 20, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of July, 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

Per: aej, deputy

FILED

1962 JUL -6 AM 10:25

16

17

Dr. Mortgaged Real Estate of Roscoe Singleton & Elenora Singleton, his wife

In Acct. with John George Vogeler, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed	2,000	00			
By	Interest on deferred payment, 6%, on $1500.00 from 3/20/62 to 6/8/62, 2 months, 18 days	19	50			
By	Adjustment, 1962 taxes paid in advance - 9 months, 10 days	61	86			
				2,081	36	
To	Attorney, for fee, viz.	50	00			
To	Attorney, for commissions, viz.	93	00			
				143	00	
To	Attorney, for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	32	75			
	Auditor, this account	30	00			
				72	75	
To	Attorney, for disbursements, viz.					
	Capital-Gazette Press, Inc.					
	Advertisement & Order Nisi- sale	67	52			
	Fidelity & Casualty Co.- bond	12	00			
	A. J. Billig & Co., Auctioneer's fee	90	00			
	Notary fee	2	00			
	½ Federal & State Revenue stamps	3	30			
				174	52	
To	John P. Paca, Jr., Mortgagee, in full for Mortgage claim					

Balance due on Mortgage as per		
Mortgage claim filed	659 40	
Interest, 6%, on principal balance		
($640.71) from 1/17/62 to 7/5/62-		
5 months, 18 days	18 45	
		677 85
Amount of surplus for distribution	1,012 94	
United States of America, Assignee		
of judgment, Allied Building Credits		
Inc. vs Roscoe Singleton, et ux		
(Law #4842) on account judgment		
indebtedness		1,012 94
		2,081 36

WILLIAM C. ROGERS, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JOHN MICHAEL DAUBERT and	*	ANNE ARUNDEL COUNTY
PATRICIA G. DAUBERT, his wife	*	In Equity
	* * * * * * * * *	14870 Equity

LIBER 139 PAGE 589

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1962 MAR -5 AM 11:11

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1063 PAGE 590

No. 14870 Equity

MARYLAND

LIBER 139 PAGE 590

MORTGAGE

THIS MORTGAGE, made this 18th day of September, A. D. 1956, by and between JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife, - -

of Anne Arundel County - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, -
~~a corporation organized and existing under the laws of the~~
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 SIX THOUSAND FIFTY - - - - - - - - - - - - - - - - - - Dollars ($ 6,050.00 -), 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 FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION - -, in Baltimore City, in the 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 THIRTY-EIGHT DOLLARS AND TWENTY-EIGHT CENTS ~~Dollars~~ ($ 38.28 - -), commencing on the first day of October, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 76. 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. 4, Block D, on the Plat of Section 1 of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County (now in Plat Book 18, folio 36). The improvements thereon being known as No. 5248 Fourth Street.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by REESE E. BURNS and HELEN J. BURNS, his wife, to JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife, the within Mortgagors.

Petitioner's Exhibit "A"

FILED 1962 MAR -5 AM 11:11

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

16—49800-8

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of $60.00, payable half-yearly on the 9th 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.

LIBER 139 PAGE 592

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 WILLIAM C. ROGERS - - - - - - , 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 ONE HUNDRED - 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: George A. Heinfield
GEORGE A. HEINFIELD

John Michael Daubert (SEAL)
JOHN MICHAEL DAUBERT

Patricia G. Daubert (SEAL)
PATRICIA G. DAUBERT

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, - to wit: LIBER 1063 PAGE 594

I HEREBY CERTIFY, That on this 18th day of September, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the CITY OF BALTIMORE aforesaid, personally appeared JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife, - - - - - - - - - the above named Mortgagors, and they - - - - acknowledged the foregoing mortgage to be their - - - - - - - - - - - - - - act.

At the same time also personally appeared Herbert E. Muse 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.

George A. Heinfield
GEORGE A. HEINFIELD Notary Public.

My commission expires May 6th, 1957.

GEORGE A. HEINFIELD NOTARY PUBLIC BALTIMORE CITY

Rec'd for record Sept 21 1956 at 11.40 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. 33199
WRITTEN BY
FORM APPROVED
READY FOR RECORD

STATE OF MARYLAND
5248 FOURTH ST

Mortgage

FROM
JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife

TO
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Cost of Record, $ 14.50

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

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
JOHN MICHAEL DAUBERT and	*	ANNE ARUNDEL COUNTY
PATRICIA G. DAUBERT, his wife	*	In Equity
	* * * * * * * * *	14870 Equity

LIBER 139 PAGE 594

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from John Michael Daubert and Patricia G. Daubert, his wife, to Fraternity Federal Savings and Loan Association dated September 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1063, Folio 590.

February 9, 1962

John Michael Daubert and wife
5248 Fourth Street
Baltimore, Maryland

Original Amount of Loan	$ 6,050.00
Interest through February	1,463.80
Ground Rent	330.00
Taxes	501.22
Fire Insurance	38.50
	$ 8,383.52
Less payments	3,256.76
Balance Due	$ 5,126.76

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 9th 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE NOTARY PUBLIC

FILED
1962 MAR 5 AM 11:11

WILLIAM C. ROGERS, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife	*	ANNE ARUNDEL COUNTY In Equity

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

14,870 Equity

LIBER 139 PAGE 595

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

On this 15th day of ~~February~~ March, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That John Michael Daubert and Patricia G. Daubert, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said John Michael Daubert and Patricia G. Daubert, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED

1962 APR 13 PM 2:57

Bond No. 76 35 487

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 139 PAGE 596

LIBER 11 PAGE 303 No. 14870 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers
113 E. Baltimore Street
Baltimore, Maryland
as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 ($6,000.00) ----------
---------- Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of April
in the year of our Lord Sixty-two

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from John Michael Daubert and Patricia G. Daubert, his wife
to Fraternity Federal Savings and Loan Association
bearing date the 18th day of September, 1956 and recorded
among the mortgage records of Anne Arundel County
in Liber GTC No. 1063 Folio 590 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 William C. Rogers

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

In Testimony Whereof, the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore — (SEAL)
HERBERT C. MOORE — William C. Rogers — (SEAL)

Witness:

Hilda V. Hunter — *As to Surety*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED
1962 APR 13 PM 2:57

Bond approved this 13 day of April 1962

George T. Cromwell — Clerk

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT ARUNDEL VILLAGE

Under and by virtue of a power of sale contained in a Mortgage from John Michael Daubert and Patricia G. Daubert, his wife, to Fraternity Federal Savings and Loan Association, dated September 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1033, folio 590, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday, April 14th, 1962 at 11:15 A.M.

That lot of ground in the 5th Election District of Anne Arundel County described as follows: Being known and designated as Lot No. 4, Block D, on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County (now in Plat Book 18, folio 36). The improvements thereon being known as No. 5248 Fourth Street. Being the same property conveyed to said Mortgagors by Reese E. Burns and wife by Deed of Assignment dated September 18, 1956, recorded in Liber GTC No. 1063, folio 588.

Subject to an annual ground rent of $60; subject also to pole agreements, easements and restrictions of record.

IMPROVEMENTS: Two story brick dwelling, 5 rooms and bath.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.
ROBERT H. CAMPBELL
Auctioneer

A-13

No. 9

OFFICE P

LIBER 139 PAGE 597

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1962

We hereby certify, that the annexed

Attorney's Sale
14870 Equity
John Michael Daubert

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 April, 1962. The first insertion being made the 23rd day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 APR 19 PM 12 21

By Hazel Tilghman

LIBER 139 PAGE 598

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
JOHN MICHAEL DAUBERT and	*	ANNE ARUNDEL COUNTY
PATRICIA G. DAUBERT, his wife	*	No. 14,870 Equity

* * * * * * * * * *

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT ARUNDEL VILLAGE

Under and by virtue of a power of sale contained in a Mortgage from John Michael Daubert and Patricia G. Daubert, his wife, to Fraternity Federal Savings and Loan Association, dated September 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1063, folio 590, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

Saturday, April 14th, 1962 at 11:15 A.M.

That lot of ground in the 5th Election District of Anne Arundel County described as follows: Being known and designated as Lot No. 4, Block D, on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County (now in Plat Book 18, folio 38). The improvements thereon being known as No. 5248 Fourth Street. Being the same property conveyed to said Mortgagors by Reese E. Burns and wife by Deed of Assignment dated September 18, 1956, recorded in Liber GTC No. 1063, folio 588.

Subject to an annual ground rent of $60; subject also to pole agreements, easements and restrictions of record.

IMPROVEMENTS: Two story brick dwelling, 5 rooms and bath.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

ROBERT H. CAMPBELL
Auctioneer

A-13

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage, to make sale of property known as 5248 Fourth Street, Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, April 14, 1962 at 11:15 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $5,000.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

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

I HEREBY CERTIFY that on this 24th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public
HERBERT C. MOORE

FILED

1962 APR 24 AM 10:52

10

RE: 5248 Fourth Street LIBER 139 PAGE 599

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 18th day of APRIL, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared D. Paul Etzler, Vice President of Fraternity Federal Savings and Loan Association, purchaser of said property at the foreclosure sale in this case and made oath in due form of law that Fraternity Federal Savings and Loan Association is the purchaser of said property as principal and not as agent and they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

By D. Paul E. Etzler Vice President
PURCHASER

Herbert C. Moore
Notary Public
HERBERT C. MOORE

FILED
1962 APR 24 AM 10:52

ORDER NISI

LIBER 139 PAGE 600

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,870 Equity

Ordered, this 24th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage

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

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

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WILLIAM C. ROGERS, Atty. (Final Order)

"Evening Capital" (For April 26th Edition)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st 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 JUN -1 AM 11:55

14870

LIBER 139 PAGE 601

ROBERT H. CAMPBELL . . . . . Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

IMPROVED LEASEHOLD PROPERTY

AT ARUNDEL VILLAGE

Under and by virtue of a power of sale contained in a Mortgage from John Michael Daubert and Patricia G. Daubert, his wife, to Fraternity Federal Savings and Loan Association, dated September 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1063, folio 590, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, on

SATURDAY, APRIL 14, 1962

AT 11:15 A.M.

That lot of ground in the 5th Election District of Anne Arundel County described as follows: Being known and designated as Lot No. 4, Block D, on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County (now in Plat Book 18, folio 36). The improvements thereon being known as No. 5248 Fourth Street. Being the same property conveyed to said Mortgagors by Reese E. Burns and wife by Deed of Assignment dated September 18, 1956, recorded in Liber GTC No. 1063, folio 588.

Subject to an annual ground rent of $60; subject also to pole agreements, easements and restrictions of record.

IMPROVEMENTS: Two story brick dwelling, 5 rooms and bath.

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

WILLIAM C. ROGERS,
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

FILED

1962 MAY -1 PM 3:46

I hereby certify that I have this 14th day of April, 1962, sold the within described property to Fraternity Federal Savings and Loan Association at and for the sum of Five Thousand Dollars ($5,000.00) it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

_____ I certify that Fraternity Federal Savings and Loan Association has oh this 14th day of April, 1962, purchased the within described property from William C. Rogers, Attorney named in the Mortgage at and for the sum of Five Thousand Dollars ($5,000.00) and it hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

— FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

BY

WILLIAM C. ROGERS, Attorney

FILED

1962 MAY -1 PM 3:46

14

LIBER 139 PAGE 603

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,870 Equity
WILLIAM C. ROGERS, Attorney named in Mortgage
VERSUS
JOHN MICHAEL DAUBERT and PATRICIA G. DAUBERT, his wife

Ordered, this 24th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of May next; Provided, a copy of this Order be inserted in some newspaper publisbed in Anne Arundel County, once in each of three successive weeks before the 28th day of May next.

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

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk

OFFI(OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,870 John Michael Daubert 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 May, 1962. The first insertion being made the 26th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M.O. 1962 217 928

FILED MAY 29 PM 2:46

15

In the Case of

William C. Rogers, Attorney named in Mortgage

VS.

John Michael Daubert and

Patricia G. Daubert, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,870 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, and 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.

1962 JUN 19 PM 2:43

All of which is respectfully submitted.

Auditor.

June 19, 1962.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of July, 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

Per: aej, deputy

FILED

1962 JUL -6 AM 10:01

14

17

Dr. Mortgaged Real Estate of John Michael Daubert & Patricia G. Daubert, his wife

In Acct. with William C. Rogers, Attorney named in Mortgage

				Cr.
By	Amount of sale, as per Attorney's Report of sale, filed	5,000 00		
By	Interest on deferred payment, 6%, on $4500.00 from 4/14/62 to 6/4/62, 1 month, 20 days	37 50		
			5,037	50
To	Attorney, for fee, viz.	100 00		
To	Attorney, for commissions, viz.	181 13		
			281	13
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	102 52		
	Speer Publications Inc.-handbills	15 83		
	Fidelity & Deposit Co.- bond	12 00		
	Robert H. Campbell, Auctioneer's fee	35 00		
	Adjustment- 1962 State & County taxes	32 77		
	Adjustment- ground rent	20 85		
	½ Federal & State Revenue stamps	8 25		
			227	22
To	Fraternity Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage balance		4,468	65

			5,037 50
Balance due on Mortgage, as per Mortgage claim, filed	5,126 76		
Interest, 6%, thereon from 2/9/62 to 6/30/62	119 60		
	5,246 36		
Credit amount allowed above	4,468 65		
This amount subject to decree in personam	777 71		