WILLIAM C. ROGERS, Attorney Named in Mortgage

vs.

CLINTON ONKS and

NANCY ONKS, his wife

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* In Equity

* * * * * * * * ** * * * * No. 14,880 Equity

LIBER 140 PAGE 1

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 12 PM 3:13

PETITIONER'S EXHIBIT "A"

V-18878

LIBER 140 PAGE 2

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.

BOOK 1340 PAGE 410

MARYLAND

MORTGAGE

No. 14,880 Equity

THIS MORTGAGE, made this 14th day of October, A. D. 1959, by and between CLINTON ONKS and NANCY ONKS, his wife, ----------

INC.

of Anne Arundel County ----------, in the State of Maryland, hereinafter called the Mortgagor, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, a body corporate duly incorporated under the Laws of the State of Maryland--
~~a corporation organized and existing under the laws of the State of Maryland~~
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND SEVEN HUNDRED ----------Dollars ($11,700.00--), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one quarter per centum (5¼---%) per annum until paid, principal and interest being payable at the office of THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC. ---, in BAltimore City, State of -------Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY DOLLARS AND TWELVE CENTS----------~~Dollars~~ ($ 70.12 --), commencing on the first day of November, 1959, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1984. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in ANNE ARUNDEL COUNTY----------, in the State of Maryland, to wit:

BEING known and designated as Lot No. 7, as shown on the Plat of Riviera Heights Homes,----- which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 7. Said lot beigg situate on the west side of Riviera Drive.

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 ROWILL TITLE HOLDING CORPORATION, to CLINTON ONKS and NANCY ONKS, his wife, the within Mortgagors.

FILED

1962 MAR 12 PM 3:13

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

2

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

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 ONE HUNDRED TWENTY ($120.00) DOLLARS, payable half yearly on the 14th days of April and October

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty(30) 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:

John C. Ryan
JOHN C. RYAN

Clinton Onks [SEAL]
CLINTON ONKS

Nancy Onks [SEAL]
NANCY ONKS

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE ---~~to wit~~: BOOK 1340 PAGE 414

I HEREBY CERTIFY, That on this 14th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared CLINTON ONKS and NANCY ONKS, his wife ---------- ~~the above~~ named Mortgagors, and they--------acknowledged the foregoing mortgage to be their----------act.

At the same time also personally appeared E. TAYLOR BODEN----------, the Agent ------ of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

John C. Ryan
JOHN C. RYAN Notary Public.

My commission expires: May 1, 1961.

JOHN C. RYAN NOTARY PUBLIC BALTIMORE, MD.

1100

Rec'd for record Oct. 16, 1959 at 12:34 P.M.
Mailed to The Security Title Guarantee Corp. of Balto.

THE AUGUSTA BUILDING AND LOAN ASSOCIATION

RECEIVED

FILE NO. 4066
WRITTEN BY
FORM APPROVED
READY FOR RECORD

(3) INDEX IN CHATTELS

STATE OF MARYLAND

Mortgage

FROM

CLINTON ONKS and NANCY ONKS, HIS WIFE

TO

W.S. Pinegar Dr.

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

Received for Record 1959 at 13 40 o'clock M.
Same day recorded in Liber No. 1340 Folio 410 &c., one of the Land Records of ..... and examined per ....., Clerk.

Cost of Record, $ 1100

☆ U.S. GOVERNMENT PRINTING OFFICE: 1957—O—427739

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
CLINTON ONKS and	*	ANNE ARUNDEL COUNTY
NANCY ONKS, his wife	*	In Equity

* * * * * * * * * * *

No. 14,880 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of The Augusta Building and Loan Association, Inc. under the mortgage from Clinton Onks and Nancy Onks, his wife, to The Augusta Building and Loan Association, Inc. dated October 14, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1340, Folio 410.

March 7, 1962

Clinton Onks & wife
Lot #7 w/s Riviera Drive
Anne Arundel County, Maryland

Original Loan		$11,700.00
Expenses:		
Interest	$1,447.93	
Taxes	314.79	
Ground Rent	240.00	
Insurance	96.86	$ 2,099.58
		$13,799.58
Less:		
Payments		$ 2,386.74
Balance due		$11,412.84

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY: Arthur G. Bush
ARTHUR G. BUSH, Vice President

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 7th 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 Arthur G. Bush, Vice President of The Augusta Building and Loan Association, Inc. 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.

Gilbert C. Moore
Notary Public

FILED

1962 MAR 12 PM 3:13

6

LIBER 140 PAGE 7

WILLIAM C. ROGERS, Attorney Named in Mortgage

vs.

CLINTON ONKS and

NANCY ONKS, his wife

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* In Equity

* * * * ** * * * * No. 14,880-Equity

AFFIDAVIT OF MILITARY STATUS

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

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, 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 Clinton Onks, one of the mortgagors, was in the United States Army at the time the mortgage in this matter was executed, on October 14, 1959, and prior thereto, and he is still in the United States Army; that Mrs. Nancy Onks lives in Pennsylvania, and they rent out the property; that Nancy Onks is not in the military service.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subsribed to before me, the day and year first above written.

Notary Public

FILED

1962 APR 13 PM 4:08

7

Bond No. 76 35 485

LIBER 11 PAGE 305

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 140 PAGE 8

No. 14,880 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 Eleven Thousand Seven Hundred and 00/100 ($11,700.00) ---
---------- 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 Clinton Onks and Nancy Onks, his wife

to Augusta Building and Loan Association, Inc.

bearing date the 14th day of October, 1959 and recorded among the mortgage records of Anne Arundel County

in Liber GTC No. 1340 Folio 410 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
HERBERT C. MOORE

William C. Rogers (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter
Hilda V. Hunter *As to Surety*

By Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED
1962 APR 13 PM 4:09

Bond approved this 16th 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

IN 4TH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Clinton Onks and Nancy Onks, his wife, to The Augusta Building and Loan Association, dated October 14, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1340, folio 410, 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 A.M.

That property described as follows: Being known and designated as Lot No. 7, as shown on the Plat of RIVIERA HEIGHTS HOMES which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 7. Said lot being situate on the west side of Riviera Drive. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed of Assignment dated October 14, 1959 and recorded among the aforesaid Land Records.

Subject to an annual ground rent of $120; subject also to pole agreements, easements and restrictions of record.

IMPROVEMENTS: One-story frame dwelling; 6 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 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 date of sale.

No

9

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

ROBERT H. CAMPBELL
Auctioneer

A-13

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 9

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1962

We hereby certify, that the annexed Attorney's Sale 14,880 Equity Clinton Onks

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
02 APR 19 [illegible]

By Hazel Tilghman

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
CLINTON ONKS and	*	ANNE ARUNDEL COUNTY
NANCY ONKS, his wife	*	No. 14,880

* * * * * * * * * *

LIBER 140 PAGE 10

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 Lot No. 7, W/S Riviera Drive, Riviera Heights, 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 preeeding the day of said sale said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, April 14, 1962 at 11:00 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 The Augusta Building and Loan Association, Inc., a body corporate, at and for the price of $10,500.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 24 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 10:51

10

WINSON G. GOTT, JR.
Attorney
Lee Building
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

IN 4TH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Clinton Onks and Nancy Onks, his wife, to The Augusta Building and Loan Association, dated October 14, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1340, folio 410, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Chureh Cirele, Annapolis, on

Saturday,
April 14th, 1962
at 11 A.M.

That property deseribed as follows: Being known and designated as Lot No. 7, as shown on the Plat of RIVIERA HEIGHTS HOMES which said plat is duly recorded among the Plat Reeords of Anne Arundel County in Plat Book No. 29, folio 7. Said lot being situate on the west side of Riviera Drive. Being the same property eonveyed to said Mortgagors by Rowill Title Holding Corporation by Deed of Assignment dated October 14, 1959 and recorded among the aforesaid Land Reeords.

Subject to an annual ground rent of $120; subjeet also to pole agreements, easements and restrietions of reeord.

IMPROVEMENTS: One-story frame dwelling; 6 rooms and bath.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purehaser at the time of sale; balance to be paid in eash upon final ratifieation of the sale by the Circuit Court for Anne Arundel County; 6 per eent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public eharges to be adjusted to date of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

ROBERT H. CAMPBELL
Auctioneer

A-13

RE: Lot No. 7 W/S Riviera Drive

LIBER 140 PAGE 12

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 12th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Chas. C. Counselman, Executive Vice President of The Augusta Building and Loan Association, Inc., purchaser of said property at the foreclosure sale in this case and made oath in due form of law that The Augusta Building and Loan Association, Inc. 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.

THE AUGUSTA BUILDING AND
LOAN ASSOCIATION, INC.

BY Chas C Counselman Executive Vice President
Purchaser

Herbert C. Moore
Notary Public

HERBERT C. MOORE

FILED

1962 APR 24 AM 10:51

ORDER NISI

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

CLINTON ONKS and NANCY ONKS, his wife

LIBER 140 PAGE 13

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,880 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 $ 10,500.00

George T. Crommund Clerk.

True Copy,

TEST: Clerk.

WILLIAM C. ROGERS, Atty. "Evening Capital" (For April 26th Edition)
(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

CLINTON ONKS and NANCY ONKS, 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

12

ROBERT H. CAMPBELL . . . . . Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE

IMPROVED LEASEHOLD PROPERTY

IN 4TH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Clinton Onks and Nancy Onks, his wife, to The Augusta Building and Loan Association, dated October 14, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1340, folio 410, 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 11:00 A.M.

That property described as follows: Being known and designated as Lot No. 7, as shown on the Plat of RIVIERA HEIGHTS HOMES which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 7. Said lot being situate on the west side of Riviera Drive. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed of Assignment dated October 14, 1959 and re-corded among the aforesaid Land Records.

Subject to an annual ground rent of $120; subject also to pole agreements, easements and restrictions of record.

IMPROVEMENTS: One-story frame dwelling; 6 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 3:46

I hereby certify that I have this 14th day of April, 1962, sold the within described property to The Augusta Building and Loan Association at and for the sum of Ten Thousand, Five Hundred Dollars ($10,500.00) 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 The Augusta Building 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 Ten Thousand, Five Hundred Dollars ($10,500.00) and it hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

THE AUGUSTA BUILDING AND LOAN ASSOCIATION

BY

WILLIAM C. ROGERS, Attorney

FILED

1962 MAY -1 PM 3:46

14

LIBER 140 PAGE 16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,880 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage

VERSUS

CLINTON ONKS and NANCY ONKS, 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 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 $10,500.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

M-17

OFFICE 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. 14,880

Clinton Onks

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. C. 27989

FILED

1962 MAY 29

15

LIBER 140 PAGE 17

In the Case of

William C. Rogers, Attorney named in Mortgage

VS.

Clinton Onks and Nancy Onks, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,880 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.

FILED
1962 JUN 19 P.M. 2:13

All of which is respectfully submitted.

June 19, 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.

Clerk
Per: , deputy

FILED
1962 JUL -6 P.M. 10:03

16

Dr. Mortgaged Real Estate of Clinton Onks & Nancy Onks, 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	10,500	00		
	By	Interest on deferred payments, 6% on $10,000.00 from 4/14/62 to 6/4/62	83	40		
					10,583	40
	To	Attorney, for fee, viz.	100	00		
	To	Attorney, for commissions, viz.	227	50		
					327	50
	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	99	90		
		Speer Publications Inc.- handbills	15	10		
		Fidelity & Deposit Company - bond	23	40		
		Robert H. Campbell- Auctioneer's fee	35	00		
		Adjustment- 1962 State & County taxes - 3months, 14 days	48	17		
		½ Federal & State Revenue stamps	17	33		
					238	90
	To	The Augusta Building & Loan Assoc., Mortgagee, on account of Mortgage balance			9,956	50

Balance due on Mortgage, as per		
Mortgage claim, filed	11,412	84
Interest, 6%, thereon, from 3/7/62		
to 6/30/62, 115 days	218	73
	11,631	57
Credit amount allowed above	9,956	50
This amount subject to decree in		
personam	1,675	07

LIBER 140 PAGE 20

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 14,912 Equity
vs.	*	
Letcher R. EARMAN and EARLENE S. EARMAN, his wife	*	

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

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

1932 MAR 22 P.M. 3:21

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

LIBER 140 PAGE 21

No. 14,912 Equity

BOOK 1322 PAGE 63

MORTGAGE

THIS MORTGAGE, Made this 10th day of August, A. D. 19 59, by and between LETCHER R. EARMAN and EARLENE S. EARMAN, 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 State of~~
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for borrowed money in the principal sum of NINE THOUSAND TWO HUNDRED - - - - - - - - - Dollars ($9,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION - - - , in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FIFTY-FIVE DOLLARS AND TWENTY CENTS - - - - - - Dollars ($ 55.20), commencing on the first day of October - - - -, 1959, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September - - - - - -, 19 84. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County - -, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55600-0

BEGINNING for the same on the northeast side of Meadow Road at the distance of 923 feet 10½ inches northwesterly from the intersection of the northeast side of Meadow Road with the northwest side of Bellegrove Road and at a point in a line with the center of the partition wall between the house on the lot now being described and the house on the lot adjoining on the southeast and running thence northwesterly binding on the northeast side of Meadow Road 16 feet 10 inches to a point in a line with the center of another partition wall thence northeasterly at right angles to Meadow Road to and through the center of said wall to the end thereof and continuing the same course in all 120 feet to the southwest side of an alley 15 feet wide thence southeasterly binding thereon with the use thereof in common with others 16 feet 10 inches to a point in a line with the center of the partition wall first herein mentioned thence southwesterly to and through the center of said wall and continuing the same course in all 120 feet to the place of beginning. Being and comprising house and lot known as No. 190 Meadow Road, formerly 180 Meadow Road.
XXXXXXXXXXXXXXXXXXXXXXXXXX.

BEING the same lot of ground which by Deed of Assignment dated even

Petitioner's Exhibit "A"

FILED

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

1962 MAR 22 PM 3:21

date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by ROWILL TITLE HOLDING CORPORATION to LETCHER R. EARMAN and EARLENE S. EARMAN, his wife, the within Mortgagors.

TOGETHER WITH THE FOLLOWING CHATTELS: 1 Range Gas, 1 Aluminum Storm Door, 10 Venetian Blinds

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $72.00 payable half-yearly on the 10th - - - - - - - - days of February and August - - - - -in each and every year.

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

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

5

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

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

Walter J. Zeun
WALTER J. ZEUN

Letcher R. Earman [SEAL]
LETCHER R. EARMAN

Earlene S. Earman [SEAL]
EARLENE S. EARMAN

[redacted]

[redacted]

STATE OF MARYLAND, City of Baltimore - - - - to wit: BOOK 1322 PAGE 67

I HEREBY CERTIFY, That on this the 10th day of August, 1959, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared LETCHER R. EARMAN and EARLENE S. EARMAN, 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 E. Taylor Boden - - - - - - - - - , 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.

WALTER J. ZEUN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Walter J. Zeun
WALTER J. ZEUN Notary Public.

My commission expires: Mar 1st, 1961 11.00

40088 mn

Rec'd for record Aug. 14, 1959 at 11:23 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

INDEX IN CHATTELS

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. (4) D

MORTGAGE

LETCHER R. EARMAN and EARLENE S. EARMEN, his wife
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record

at o'clock M., 19

Same day recorded in Liber No.

Folio , etc., one of the

Records of and

examined per

MEADOW ROAD, Clerk.

Cost of Records $ 11.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 AUG 14 AM 11:23
& RECORDED IN LIBER GTC
NO. 1322 FOLIO 63
GEO. T. CROMWELL, CLERK

FEDERAL HOUSING COMMISSIONER

By ..... Authorized Agent.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

WILLIAM C. ROGERS,

ATTORNEY NAMED IN MORTGAGE

vs.

LETCHER R. EARMAN and

EARLENE S. EARMAN, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

No. 14,912 Equity

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

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Letcher R. Earman and Earlene S. Earman, his wife, to Fraternity Federal Savings and Loan Association dated August 10, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1322, Folio 63.

Letcher R. Earman & wife
190 Meadow Road
Anne Arundel County, Maryland

March 14, 1962

Original amount	$9,200.00
Interest through March	1,206.78
Ground Rent	180.00
Taxes	300.42
F. H. A. Insurance	90.24
Fire Insurance	39.26
	$11,016.70
Less payments	2,146.13
Balance Due	$ 8,870.57

- 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.

FILED
1962 MAR 22 PM 3:21

Herbert K. Moore
Notary Public

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	
LETCHER R. EARMAN and EARLENE S. EARMAN, his wife	*	ANNE ARUNDEL COUNTY
	*	In Equity

* * * * * * * * * * * * No. 14,912 Equity

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

On this 11th 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 Letcher R. Earman and Earlene S. Earman, 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 Letcher R. Earman and Earlene S. Earman, 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 3:02

Bond No. 76 35 48

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 140 PAGE 27

LIBER 11 PAGE 304 No. 14912 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 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 Letcher R. Earman and Earlene S. Earman, his wife

to Fraternity Federal Savings & Loan Association

bearing date the 10th day of August, 1959 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1322 Folio 63 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 (SEAL)
HERBERT C. MOORE William C. Rogers

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter *As to Surety*

By Joseph C. McHugh *Attorney-in-Fact*
Joseph C. McHugh

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

1962 APR 13 PM 3:02

and 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

IN BROOKLYN PARK SECTION

Under and by virtue of a power of sale contained in a Mortgage from Letcher R. Earman and Earlene S. Earman, his wife, to Fraternity Federal Savings and Loan Association, dated August 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1322, folio 63, 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 11:45 A.M.

That lot of ground in the 5th Election District of Anne Arundel County described as follows: Beginning for the same on the northeast side of Meadow Road at the distance of 923 feet 10½ inches northwesterly from the intersection of the northeast side of Meadow Road with the northwest side of Bellegrove Road and at a point in a line with the center of the partition wall between the house on the lot now being described and the house on the lot adjoining on the southeast and running thence northwesterly binding on the northeast side of Meadow Road 16 feet 10 inches to a point in a line with the center of another partition wall thence northeasterly at right angles to Meadow Road to and through the center of said wall to the end thereof and continuing the same course in all 120 feet to the southwest side of an alley 15 feet wide thence southeasterly binding thereon with the use thereon in common with others 16 feet 10 inches to a point in a line with the center of the partition wall first herein mentioned thence southwesterly to and through the center of said wall and continuing the same course in all 120 feet to the place of beginning. Being and comprising house and lot No. 180 Meadow Road, formerly 180 Meadow Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed of Assignment dated August 10, 1959.

No. 9

Subject to an annual ground rent of $72 and to pole agreements, easements and restrictions of record.

IMPROVEMENTS: Two - story brick dwelling, 6 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 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

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 28

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1962

We hereby certify, that the annexed

Attorney's Sale

14,912 Equity

Letcher R. Earman

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.

FILED
1962
APR 19 PM 12

By Hazel Tilghman

LIBER 140 PAGE 29

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
LETCHER R. EARMAN and	*	ANNE ARUNDEL COUNTY
EARLENE S. EARMAN, his wife	*	No. 14,912 Equity

* * * * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as No. 190 Meadow Road, formerly 180 Meadow 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 11:45 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 $7,500.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 20th 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

1962 APR 24 [illegible]

10

Legal Notice

WINSON G. GOTT, JR.
Attorney
Lee Building
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

IN BROOKLYN PARK SECTION

Under and by virtue of a power of sale contained in a Mortgage from Letcher R. Earman and Earlene S. Earman, his wife, to Fraternity Federal Savings and Loan Association, dated August 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1322, folio 63, 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 11:45 A.M.

That lot of ground in the 5th Election District of Anne Arundel County described as follows: Beginning for the same on the northeast side of Meadow Road at the distance of 923 feet 10½ inches northwesterly from the intersection of the northeast side of Meadow Road with the northwest side of Bellegrove Road and at a point in a line with the center of the partition wall between the house on the lot now being described and the house on the lot adjoining on the southeast and running thence northwesterly binding on the northeast side of Meadow Road 16 feet 10 inches to a point in a line with the center of another partition wall thence northeasterly at right angles to Meadow Road to and through the center of said wall to the end thereof and continuing the same course in all 120 feet to the southwest side of an alley 15 feet wide thence southeasterly binding thereon with the use thereon in common with others 16 feet 10 inches to a point in a line with the center of the partition wall first herein mentioned thence southwesterly to and through the center of said wall and continuing the same course in all 120 feet to the place of beginning. Being and comprising house and lot No. 190 Meadow Road, formerly 180 Meadow Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed of Assignment dated August 10, 1959.

Subject to an annual ground rent of $72 and to pole agreements, easements and restrictions of record.

IMPROVEMENTS: Two - story brick dwelling, 6 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 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

LIBER 140 PAGE 31

RE: 190 Meadow Road, formerly 180 Meadow 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

1962 APR 24 PM 12:2

ORDER NISI

LIBER 140 PAGE 32

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

LETCHER R. EARMAN and EARLENE S. EARMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,912 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 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 $ 7,500.00

George T. Crommell Clerk.

True Copy,

TEST: Clerk.

WILLIAM C. ROGERS, Atty. "Evening Capital" (For April 26th Edition)

(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

LETCHER R. EARMAN and EARLENE S. EARMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st 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.

D. Bruce Dunkett

JUDGE.

FILED

1962 JUN -1 AM 11:54

1V

14912

ROBERT H. CAMPBELL LIBER 140 PAGE 33 Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE

IMPROVED LEASEHOLD PROPERTY

IN BROOKLYN PARK SECTION

Under and by virtue of a power of sale contained in a Mortgage from Letcher R. Earman and Earlene S. Earman, his wife, to Fraternity Federal Savings and Loan Association, dated August 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1322, folio 63, 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 11:45 A.M.

That lot of ground in the 5th Election District of Anne Arundel County described as follows: Beginning for the same on the northeast side of Meadow Road at the distance of 923 feet 10½ inches northwesterly from the intersection of the northeast side of Meadow Road with the northwest side of Bellegrove Road and at a point in a line with the center of the partition wall between the house on the lot now being described and the house on the lot adjoining on the southeast and running thence northwesterly binding on the northeast side of Meadow Road 16 feet 10 inches to a point in a line with the center of another partition wall thence northeasterly at right angles to Meadow Road to and through the center of said wall to the end thereof and continuing the same course in all 120 feet to the southwest side of an alley 15 feet wide thence southeasterly binding thereon with the use thereof in common with others 16 feet and 10 inches to a point in a line with the center of the partition wall first herein mentioned thence southwesterly to and through the center of said wall and continuing the same course in all 120 feet to the place of beginning. Being and comprising house and lot No. 190 Meadow Road, formerly 180 Meadow Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed of Assignment dated August 10, 1959.

Subject to an annual ground rent of $72 and to pole agreements, easements and restrictions of record.

IMPROVEMENTS: Two-story brick dwelling, 6 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 Seven Thousand, Five Hundred Dollars ($7,500.00) it being at that figure the highest bidder therefor; and I further certicy 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, Five Hundred Dollars ($7,500.00) 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

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 35

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,912

Letcher R. Earman

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 May, 1962. The first insertion being made the 26th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,912 Equity
WILLIAM C. ROGERS, Attorney named in Mortgage
VERSUS
LETCHER R. EARMAN and EARLENE S. EARMAN, 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 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 $7,500.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
M-17

FILED

No. M. G. 2129 MAY 29 PM 2:03

15

In the Case of

William C. Rogers, Attorney named in Mortgage

VS.

Letcher R. Earman and
Earlene S. Earman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,912 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 2:49

All of which is respectfully submitted.

June 19, 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: Lee, deputy

FILED
1962 JUL -6 AM 10:06

17

Dr. Mortgaged Real Estate of Letcher R. Earman & Earlene S. Earman, 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	7,500	00			
By	Interest on deferred payment, 6%,					
	on $7,000.00, 4/14/62 to 6/4/62	58	40			
					7,558	40
To	Attorney, for fee, viz.	100	00			
To	Attorney, for commissions, viz.	256	75			
					356	75
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	119	14			
	Speer Publications - handbills	15	83			
	Fidelity & Deposit Co.- bond	18	00			
	Robert H. Campbell- Auctioneer's fee	35	00			
	Adjustment- 1962 State & County taxes	41	27			
	Adjustment - ground rent	12	80			
	½ Federal & State Revenue stamps	12	38			
					254	42
To	Fraternity Federal Savings & Loan					
	Assoc., Mortgagee, on account of					
	Mortgage claim				6,886	73
					7,558	40

Balance due on Mortgage, as per			
Mortgage claim filed	8,870	57	
Interest, 6%, on $8870.57 from			
3/14/62 to 6/30/62	66	53	
	8,937	10	
Credit amount allowed above	6,886	73	
This amount subject to decree in			
personam	2,050	37	

LIBER 140 PAGE 39

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
DANIEL W. MERCER, JR., AND LORETTA M. MERCER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No. 14,849, Equity

Mr. Clerk:

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

1. Original Mortgage from Daniel W. Mercer, Jr., and Loretta M. Mercer, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 344.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

1962 FEB 13 PM 0:26

City and County Form.

LIBER 140 PAGE 40
BOOK 1315 PAGE 344

No. 14,879, Equity

This Mortgage,

Made this 21st day of July, in the year one thousand, nine hundred and fifty-nine, between DANIEL W. MERCER, JR. and LORETTA M. MERCER, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FOURTEEN THOUSAND NINE HUNDRED THIRTY and No/100ths ($14,930.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five and one-fourth per cent (5 1/4%) per annum in the manner following:

By the payment of Eighty-two and 45/100ths ($82.45) Dollars, commencing on the first day of September, 19 59, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot 21 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

BEING the same lot of ground which by a deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

FILED

1962 FEB 13 AM 9:28

3

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

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

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of...$200.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

~~*WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.*~~

WITNESS:

Charles E Williams

Daniel W. Mercer, Jr. (SEAL)

Daniel W. Mercer, Jr.

(SEAL)

Loretta M. Mercer (SEAL)

Loretta M. Mercer

(SEAL)

4

5

BOOK 1315 PAGE 347 LIBER 140 PAGE 43

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 21st day of July, 19 59, before me, a Notary Public of said State, personally appeared Daniel W. Mercer, Jr. and Loretta M. Mercer, his wife

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

AS WITNESS my hand and Notarial Seal.

11.00

Void

Robert F. Vavrina

ROBERT F. VAVRINA Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO. MD.

Rec'd for record July 25, 1959 at 9:27 A.M.

Mailed to Calwell & Lamdin

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

DANIEL W. MERCER, JR., AND
LORETTA M. MERCER, HIS WIFE

PETITIONER'S EXHIBIT "NO. 1"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DANIEL W. MERCER, JR., AND

LORETTA M. MERCER, HIS WIFE

IN THE

LIBER 140 PAGE 44

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,829

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Daniel W. Mercer, Jr., and Loretta M. Mercer, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **21st** day of **July,** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1315** Folio **344** .

Amount of Mortgage	**$14,930.00**
Less - amount paid on principal	**488.09**
	14,441.91
Plus - interest to 3/6/62	**265.38**
	14,707.29
Less - balance in expense account	**131.39**
	14,575.90

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **February** in the year nineteen hundred and **sixty-two** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1962 FEB 13 AM 9:26

Clara M. Link

Clara M. Link Notary Public

6.

LIBER 140 PAGE 45

MILITARY AFFIDAVIT

No. 14,829 Equity

Docket 20 folio 178

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of February, 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants, Daniel W. Mercer, Jr., and Loretta M. Mercer, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1962 FEB 13 PM 0:26

7

Equity 14,829

Mortgagee and Attorney's Bond.

I-369

LIBER 140 PAGE 46

LIBER 11 PAGE 279

227 ST PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

No. 14,829 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND, SIX HUNDRED AND NO/100 ($14,600.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of March in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Daniel W. Mercer Jr. & Loretta M. Mercer, his wife to Baltimore Federal Savings & Loan Association bearing date the 21st day of July nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1315, Folio 344, and

Lot #21, Sharonville

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Link

WITNESS:

S. Alvey

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 27th day of March, 1962

George L. Crommell, Clerk

1962 MAR 27 AM 9

8

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority eontained in a Mortgage from Daniel W. Mercer, Jr., and Loretta M. Mereer, his wife to Baltimore Federal Savings and Loan Assoeiation, dated July 21st, 1959 and recorded among the Land Reeords of Annc Arundel County in Liber G.T.C. No. 1315 folio 344 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, March 28th, 1962 at Three P.M.,

all that fee simple lot of ground situate and lying in the Third Eleetion District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

Being known and designated as Lot No. 21 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Reeords of Annc Arundel County in Plat Book 30 folio 31, situate on the south side of Sharon Drive, third housc east of Rock Creek Road, the improvements whereon are now known as No. 4405 Sharon Drive.

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

In fee simple

Subjeet to any restrictive eovenants, and/or Utility Agreements of record, affecting the property.

The improvements consist of a modern tri-level dwelling, containing 6 rooms, 1 bath and powder room, foreed air oil fired heat, also a car port.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auetioneers

M-22

OFFICE O'

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 47

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Attorney's Sale 14829

Daniel W. Mercer, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of March, 1962. The first insertion being made the 1st day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 MAR 28 P.M.

By Laura Tate

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
DANIEL W. MERCER, JR., AND LORETTA M. MERCER, HIS WIFE	:	(In Equity)
	:	No. 14,829

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 344 from said Daniel W. Mercer, Jr., and Loretta M. Mercer, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of March, 1962 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 21 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, the improvements whereon are now known as No. 4405 Sharon Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 APR -2 AM 10:16

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Daniel W. Mercer, Jr., and Loretta M. Mercer, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 344 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, March 28th, 1962 at Three P.M.,

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

Being known and designated as Lot No. 21 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate on the south side of Sharon Drive, third house east of Rock Creek Road, the improvements whereon are now known as No. 4405 Sharon Drive.

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

In fee simple

Subject to any restrictive covenants, and/or Utility Agreements of record, affecting the property.

The improvements consist of a modern tri-level dwelling, containing 6 rooms, 1 bath and powder room, forced air oil fired heat, also a car port.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

M-22

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Ten Thousand ($10,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th 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 Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DANIEL W. MERCER, JR., AND LORETTA M. MERCER, HIS WIFE	:	Equity No. 14,829

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

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 said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: _____
Purchaser
Charles E. Williams, Vice President

1962 APR -2 10:13

Clara M. Link
Clara M. Link Notary Public

ORDER NISI

LIBER 140 PAGE 52

WALTER S. CALWELL, Attorney named in Mortgage

versus

DANIEL W. MERCER, Jr., and LORETTA M. MERCER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,829 Equity

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 10,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For April 5th Edition)
(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

DANIEL W. MERCER, Jr., and LORETTA M. MERCER, 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.

O Bruce Duckett

JUDGE.

FILED
1962 MAY -8 PM 2:11

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DANIEL W. MERCER, JR., AND LORETTA M. MERCER, HIS WIFE	:	Equity No. 14,829

TO THE HONORABLE THE JUDGE OF SAID COURT:-

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

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Fourteen Thousand six Hundred ($14,600.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on March 28th, 1962 make sale of certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, holder of the aforesaid Mortgage, for lack of a higher bid, for the sum of Ten Thousand ($10,000.00) Dollars, which figure was considerably less than the amount of Mortgage Claim filed in these proceedings.

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

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

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $14,600.00 to that of $10,000.00.

FILED

1962 APR 13 AM 9:33

14

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of April, 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

15

UPON the aforegoing Petition and Affidavit, it is this 13th day of April, 1962, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $14,600.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $10,000.00.

Matthew J. Evans

1962 APR 13 PM 2:[illegible]

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 56

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,829 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
VERSUS
DANIEL W. MERCER, JR., and LORETTA M. MERCER, his wife

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $10,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,829

Daniel W. Mercer, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1962. The first insertion being made the 5th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 2289 1962 MAY -3 PM 2:39

17

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Daniel W. Mercer, Jr. and Loretta M. Mercer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,829 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 MAY 22 P.M. 3:23 Clerk's Office

All of which is respectfully submitted.

June 22, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th 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

18

Dr. Mortgaged Real Estate of Daniel W. Mercer, Jr. & Loretta M. Mercer, his wife

In Acct. with Walter S. Calwell, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale, filed	10,000 00		
By	Interest on deferred payment 6% on $9,500.00, 3/28/62 to 5/9/62	70 00		
			10,070 00	
To	Attorney for fee, viz.	200 00		
To	Attorney for commissions, viz.	332 10		
			532 10	
To	Attorney, for court costs, viz.			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	32 25		
	Auditor, this account	22 50		
			64 75	
To	Attorney, for disbursements, viz.			
	Capital-Gazette Press, Inc.			
	Advertisement & Order Nisi-sale	8324		
	New Amsterdam Casualty Co.- bond	40 00		
	E. T. Newell & Co., Inc.-Auctioneer's fee	25 00		
	Adjustment, 1962 real estate taxes	47 78		
	Notary fee	1 50		
			197 52	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim		9,275 63	
			10,070 00	

Balance due on Mortgage, as per Mortgage claim filed	14,575 90
Interest on principal balance due 6% on $14,310.52 from 3/6/62 to 7/6/62	286 21
	14,862 11
Credit amount allowed above	9,275 63
This amount subject to decree in personam	5,586 48

LIBER 140 PAGE 60

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
DELBERT B. WILLIAMS AND RITA M. WILLIAMS, HIS WIFE	:	No. 14,836

Mr. Clerk:

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

1. Original Mortgage from Delbert B. Williams and RitaM. Williams, his wife to Baltimore Federal Savings and Loan Association, dated September 23rd, 1960 and recorded among the Land Records of AnneArundel County in Liber G.T.C. No. 1426 folio 54.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 FEB 14 AM 11:08

152-32

City and County Form. BOOK 1426 PAGE 54 LIBER 140 PAGE 61

No. 14,836 Equity

This Mortgage, Made this 23rd day of September, in the year one thousand, nine hundred and sixty, between

DELBERT B. WILLIAMS and RITA M. WILLIAMS, his wife

of Baltimore City, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND NINE HUNDRED AND 00/100ths ($15,900.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five and one-quarter (5¼%) per cent per annum in the manner following:

By the payment of EIGHTY-TWO AND 79/100ths ($82.79) Dollars, commencing on the first day of November, 19.60..., and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 48 as shown on the plat entitled "Second Revision Sharonville", which plat is recorded among the plat records of Anne Arundel County in Plat Book 30 folio 31.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

1952 FEB 14

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, ~~for and during the residue of the term of years yet to come and unexpired therein, with the benefit of renewal for ever, subject to the payment of the yearly rent~~ forever in fee simple.

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $150.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

~~WITNESS the corporate seal of the said Mortgagor and the signature of its Vice President~~

WITNESS:

Robert F. Vavrina
ROBERT F. VAVRINA

Delbert B. Williams (SEAL)
Delbert B. Williams

Rita M. Williams (SEAL)
Rita M. Williams

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY ~~XXXXXXXXXXXXXXXX~~ TO WIT:

On this 23rd day of September, 1960, before me, a Notary Public of said State, personally appeared

Delbert B. Williams and Rita M. Williams, his wife

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

AS WITNESS my hand and Notarial Seal.

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

Robert F. Vavrina
ROBERT F. VAVRINA Notary Public

My commission expires 5/1/61

Rec'd for record 27 Sept. 1960, at 11:44 A.M. 9.00

Mailed to The Colonial Title Guarantee Co.

4

WALTER S. CALWELL, LIBER 140 PAGE 64 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

DELBERT B. WILLIAMS AND

No. 14,836 Equity

RITA M. WILLIAMS, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Delbert B. Williams and Rita M. Williams, his wife

to Baltimore Federal Savings and Loan Association

dated the 23rd day of September 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426 Folio 54 .

Amount of Mortgage		$15,900.00
Less - amount paid on principal		162.38
		15,737.62
Plus - interest to 3/15/62		378.81
		16,116.43
Less - balance in expense account		95.81
		16,020.62

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, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1962 FEB 14 AM 11:08

Clara M. Link

Clara M. Link Notary Public

5

LIBER 140 PAGE 65

MILITARY AFFIDAVIT

No. 14836 Eq.
Docket 20 folio 132

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of February 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Delbert B. Williams and Rita M. Williams, his wife

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

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED
1962 FEB 14 AM 11:03

6

Equity 14836

Mortgagee and Attorney's Bond.

I-369

LIBER 140 PAGE 66

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

LIBER 11 PAGE 280

60 JOHN STREET
NEW YORK, N Y

No. 14836

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND ONE HUNDRED AND NO/100 ($16,100.00) - - - - - - - - - - - - - - - - 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 23rd day of March in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Delbert B. Williams & Rita M. Williams, his wife to Baltimore Federal Savings & Loan Association bearing date the 23rd day of September nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1426, Folio 54, and

Lot #48, Sharonville

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 27th day of March, 1962

George T. Bromwell, Clerk

1962 MAR 27 AM

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Delbert B. Williams and Rita M. Williams, his wife to Baltimore Federal Savings and Loan Association, dated September 23rd, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426 folio 54 (default having occurred thereunder) the undersigned, Attorney, will sell at a Public Auction on the premises on

Wednesday, March 28th, 1962 at 3.10 P.M.,

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

Being known and designated as Lot No. 48 as shown on the Plat entitled "Second Revision Sharonville," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate at the northwest corner of Donna Drive and Sharon Drive: the improvements whereon are now known as No. 4408 Donna Drive.

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

In fee simple

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a split level dwelling, containing 7 room, 1 and ½ baths, forced air heat, and a car port

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

M-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 67

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Attorney's Sale 14,836

Delbert B. Williams

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

THE CAPITAL-GAZETTE PRESS, INC.

By Morris Cates

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DELBERT B. WILLIAMS AND RITA M. WILLIAMS, HIS WIFE	:	(In Equity)
	:	No. 14,836
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 23rd, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426 folio 54 from said Delbert B. Williams and RitaM. Williams, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of March, 1962 at 3.10 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 48 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Liber 39 folio 31, the improvements whereon are now known as No. 4408 Donna Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 APR -2 AM 10:13

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Delbert B. Williams and Rita M. Williams, his wife to Baltimore Federal Savings and Loan Association, dated September 23rd, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426 folio 54 (default having occurred thereunder) the undersigned, Attorney, will sell at a Public Auction on the premises on

Wednesday, March 28th, 1962 at 3.10 P.M.,

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

Being known and designated as Lot No. 48 as shown on the Plat entitled "Second Revision Sharonville," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate at the northwest corner of Donna Drive and Sharon Drive; the improvements whereon are now known as No. 4408 Donna Drive.

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

In fee simple

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a split level dwelling, containing 7 room, 1 and ½ baths, forced air heat, and a car port

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

M-22

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Ten Thousand ($10,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th 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 Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

LIBER 140 PAGE 70

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
DELBERT B. WILLIAMS AND RITA M. WILLIAMS, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 14,836

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 28th day of March, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

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

Clara M. Link
Clara M. Link Notary Public

1962 APR -2 [illegible] 10:17

ORDER NISI

LIBER 140 PAGE 71

WALTER S. CALWELL, Attorney named in Mortgage

versus

DELBERT B. WILLIAMS and RITA M. WILLIAMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,836 Equity

Ordered, this 2nd day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 10,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For April 5th Edition)
(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

DELBERT B. WILLIAMS and RITA M. WILLIAMS, 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.

O Bruce Duckett
JUDGE.

FILED
1962 MAY -8 PM 2:[illegible]

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
DELBERT B. WILLIAMS AND RITA M. WILLIAMS, HIS WIFE	:	Equity No. 14,836

TO THE HONORABLE THE JUDGE OF SAID COURT:-

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

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Sixteen Thousand one Hundred ($16,100.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on March 28th, 1962 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, holder of the aforesaid Mortgage, for lack of a higher bid, for the sum of Ten Thousand ($10,000.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

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

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

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $16,100.00 to that of $10,000.00.

FILED
1962 APR 13 AM 9:31

13

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Walter S. Caldwell
Walter S. Caldwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of April, 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of Law, that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

14

UPON the aforegoing Petition and Affidavit, it is this 13th day of April, 1962, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $16,100.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $10,000.00.

Matthew S. Evans

FILED

1962 APR 13 PM 2:15

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 75

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,836 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
VERSUS
DELBERT B. WILLIAMS and RITA M. WILLIAMS, his wife

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $10,000.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

A-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 14,836 Delbert B. Williams 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.

No. M.G. 27893 1962 MAY -3 PM 2:40

By Hazel Tilghman

16

LIBER 140 PAGE 76

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Delbert R. Williams and Rita M. Williams, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,836 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.

FILED 1962 JUN 22 PM 3:13

All of which is respectfully submitted.

June 22, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th 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: dej, deputy

FILED

1962 JUL 10 AM 9:17.

18

Dr. Mortgaged Real Estate of Delbert R. Williams & Rita M. Williams, his wife

In Acct. with Walter S. Calwell, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale, filed	10,000 00		
By	Interest on deferred payment 6% on $9,500.00 from 3/28/62 to 5/9/62	70 00		
			10,070 00	
To	Attorney, for fee, viz.	150 00		
To	Attorney, for commissions, viz.	332 10		
			482 10	
To	Attorney, for court costs, viz.			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	32 25		
	Auditor, this account	22 50		
			64 75	
To	Attorney, for disbursements, viz.			
	Capital-Gazette Press, Inc.			
	Advertisement & Order Nisi - sale	83 24		
	New Amsterdam Casualty Co.- bond	40 00		
	E. T. Newell & Co., Inc.- Auctioneer's fee	25 00		
	Adjustment- 1962 real estate taxes	47 78		
	Notary fee	1 50		
			197 52	
To	Baltimore Federal Savings & Loan Assoc, Mortgagee, on account of Mortgage claim		9,325 63	
			10,070 00	

Balance due on Mortgage, as per Mortgage claim filed	16,020 62
Interest on principal balance due, 6% on $15,641.81 from 3/15/62 to 7/6/62	286 77
	16,307 39
Credit Amount allowed above	9,325 63
This amount subject to decree in personam	6,981 76

LIBER 140 PAGE 79

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
GERALD LEE MOSCHEL AND BARBARA L. MOSCHEL, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 14,849

Mr. Clerk:

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

1. Original Mortgage from Gerald Lee Moschel and Barbara L. Moschel, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1392 folio 39.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

458-458

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

LIBER 140 PAGE 80

MORTGAGE

BOOK 1392 PAGE 39

No. 14,849 Eq.

THIS MORTGAGE, Made this 13th day of May , A. D. 1960 , by and between GERALD LEE MOSCHEL and BARBARA L. MOSCHEL, his wife

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the ~~State of~~ United States of America , hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of NINE THOUSAND ONE HUNDRED FIFTY and 00/100 Dollars ($9,150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 3/4 per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association , in Baltimore, Maryland Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-three and 44/100 Dollars ($53.44), commencing on the first day of June , 1960 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May , 1990 . Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County , in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEING known and designated as Lot No. 20 Block 49 Section 6 as shown on the Plat of Harundale Section 6, dated July 29, 1948 and recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 29. The improvements thereon being known as 1719 Saunders Way.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Leland Realty, Inc. unto the herein Mortgagors.

Range Refrigerator Auto. washer

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

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

FILED

1962 FEB 21 AM 9:24

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred twenty ($120.00) Dollars payable half-yearly on the 1st days of May and November in each and every year**

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Gerald Lee Moschel [SEAL]
Gerald Lee Moschel

[SEAL]

Barbara L. Moschel [SEAL]
Barbara L. Moschel

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1392 PAGE 43

I HEREBY CERTIFY, That on this the 13th day of May, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Gerald Lee Moschel and Barbara L. Moschel, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JOHN R. HOLLAND, JR. Notary Public.

My commission expires: May 1, 1961

Application No. 53691
Written by ep
Approved by JFC Examiner
Ready for Record

Rec'd for record May 19, 1960 at 10:09 A.M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

GERALD LEE MOSCHEL AND BARBARA L. MOSCHEL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

under note.

WALTER S. CALWELL, LIBER 140 PAGE 84 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

GERALD LEE MOSCHEL AND

No. 14,849 Eq.

BARBARA L. MOSCHEL, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Gerald Lee Moschel and Barbara L. Moschel, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **May** 19 **60**, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1392** Folio **39** .

Amount of Mortgage	$9150.00
Less - amount paid on principal	169.10
	8980.90
Plus - interest to 3/15/62	236.70
	9217.60
Plus - overdraft in expense account	4.21
	9221.81

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **14th** day of **February** in the year nineteen hundred and **sixty-two** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1962 FEB 21 AM 9:24

Clara M. Link

Clara M. Link **Notary Public**

6

LIBER 140 PAGE 85

MILITARY AFFIDAVIT

No. 14,849 Eq.
Docket 140 folio 139

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of February, 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Gerald Lee Moschel and Barbara L. Moschel, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED
1962 FEB 21 AM 8:24

Equity 14849

Mortgagee and Attorney's Bond.

1-369

LIBER 140 PAGE 86

New Amsterdam Casualty Company

LIBER 11 PAGE 282

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 14,849 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-THREE HUNDRED AND NO/100 ($9300.00) - - - - - - - - - - - - - - - - - - - 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 23rd day of March in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Gerald Lee Moschel & Barbara L. Moschel, his wife to Baltimore Federal Savings & Loan Association bearing date the 13th day of May nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1392, Folio 39, 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. 1719 Saunders Way, A.A. Co., Md.

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

Signed, Sealed and Delivered in the presence of

Clara M. Link
~~xxxxxx~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 27th day of March, 1962

George T. Cromwell, Clerk

1962 MAR 27 AM 9:39

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Gerald Lee Moschel and Barbara L. Moschel, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1392 folio 39 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, March 28th, 1962 at 3.35 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows:

Being known and designated as Lot No. 20, Block 49, Section 6, as shown on the Plat of Harundale Section 6, dated July 29, 1948 and recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are now known as No. 1719 Saunders Way.

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

Subject to an annual ground rent of $120.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of n one story, 1 family detached dwelling, containing 5 rooms, 1 bath, hot air gas fired heat.

No. TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time nnd place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, to be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

M-22

9

OFFICE OF

Maryland Gazette

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

LIBER 140 PAGE 87

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed Attorney's Sale 14,849 Gerald Lee Moschel

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

THE CAPITAL-GAZETTE PRESS, INC.

1962
FILED MAR. 28
PM 4:20

By Marie Tate

WALTER S.CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
GERALD LEE MOSCHEL AND BARBARA L. MOSCHEL, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 14,849

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 28th day of March, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY _____
Purchaser
Charles E. Williams, Vice President

1962 APR -2 AM 10:13

_____
Clara M. Link Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
GERALD LEE MOSCHEL AND BARBARA L. MOSCHEL, HIS WIFE	:	(In Equity) No. 14,849

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 13th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1392 folio 39 from said Gerald Lee Moschel and Barbara L. Moschel, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundl County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of March, 1962 at 3.35 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 20 Block 49, Section 6 as shown on the Plat of Harundale Section 6, dated July 29, 1948 and recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are known as No. 1719 Saunders Way; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Gerald Lee Moschel and Barbara L. Moschel, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1392 folio 39 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, March 28th, 1962 at 3.35 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows:

Being known and designated as Lot No. 20, Block 49, Section 6, as shown on the Plat of Harundale Section 6, dated July 29, 1948 and recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are now known as No. 1719 Saunders Way.

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

Subject to an annual ground rent of $120.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms, 1 bath, hot air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

M-22

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Nine Thousand ($9,000.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th 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 Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

GERALD LEE MOSCHEL and BARBARA L. MOSCHEL, his wife

LIBER 140 PAGE 91
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,849 Equity

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 9,000.00

George T. Crommwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For April 5th Edition)
(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

GERALD LEE MOSCHEL and BARBARA L. MOSCHEL, 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.

O. Bowie Duckett
JUDGE.

FILED
1962 MAY -8 PM 2:10

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 92

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,849

Gerald Lee Moschel

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. 14,849 Equity
WALTER S. CALWELL, Attorney named in Mortgage
VERSUS
GERALD LEE MOSCHEL and BARBARA L. MOSCHEL, his wife

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $9,000.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:
GEORGE T. CROMWELL Clerk

A-26

FILED
1962 APR 3 PM 2:40

No. M. G. 14

14

In the Case of LIBER 140 PAGE 93

Walter S. Calwell, Attorney named in Mortgage

VS.

Gerald Lee Moschel and Barbara L. Moschel, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,849 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 22 PM 3:13

All of which is respectfully submitted.

June 22, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th 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: alj, deputy

FILED

1962 JUL 10 AM 9:13

15

LIBER 140 PAGE 94

Dr. Mortgaged Real Estate of Gerald Lee Moschel & Barbara L. Moschel, his wife

In Acct. with Walter S. Calwell, Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale, filed	9,000	00		
	By	Interest on deferred payment, 6% on $8500.00 from 3/28/62 to 5/9/62	63	00		
	By	Adjustment, 1962 real estate taxes	134	85		
					9,197	85
	To	Attorney, for fee, viz.	100	00		
	To	Attorney, for commissions, viz.	301	89		
					401	89
	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	81	52		
		New Amsterdam Casualty Co. - bond	37	20		
		E. T. Newell & Co., Inc.-Auctioneer's fee	35	00		
		Adjustment, ground rent 3/28-5/1/62	11	32		
		Notary fee	1	50		
					166	54
	To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			8,568	92

			9,197 85
	Balance due on Mortgage, as per		
	Mortgage claim filed	9,221 81	
	Interest on principal balance due,		
	6% on $8985.11 from 3/15/62 to 7/6/62	164 72	
		9,386 53	
	Credit amount allowed above	8,568 92	
	This amount subject to decree in		
	personam	817 61	

CHARLES R. HAMILTON Young Men's Christian Association 215 North Ottawa Street Joliet, Illinois	*	LIBER 140 PAGE 96
ANNE ARUNDEL COUNTY WELFARE BOARD South Street Annapolis, Maryland	*	NO. 4667 EQUITY
Complainants	*	IN
vs.	*	THE CIRCUIT COURT
The Unknown Heirs of ADDIE SAVAGE, deceased formerly of 215 Lockwood Street Eastport, Annapolis Anne Arundel County, Maryland Addresses unknown	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Charles R. Hamilton and Anne Arundel County Welfare Board, by Marvin H. Anderson, their solicitor, humbly complaining unto Your Honors, respectfully shows:

1. That Grace Lillian Hamilton died intestate on April 29, 1957, in Joliet, Illinois, and that Addie Savage, her sister, died intestate in Annapolis, Anne Arundel County, Maryland, on May 23, 1960.

2. That the said Grace Lillian Hamilton and Addie Savage, her sister, died seized and possessed in fee-simple as tenants in common of certain improved real estate in the Sixth Election District of Anne Arundel County, Maryland, whereon the said Addie Savage was living at the time of her death, the improvements thereon being known as 215 Lockwood Street, Eastport, in the City of Annapolis, being all of the same property which was conveyed by Carey L. Meredith and wife and others by deed dated

FILED

1961 OCT 30 PM 4:37

August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 20, Folio 210, in which the said property was conveyed unto Isaac W. Bradley and Amanda Bradley, his wife, as tenants by the entireties, in fee simple, and in which said deed the said property is described as follows:

> All that lot of ground situate on the northeast side of a proposed street, 40 feet wide leading from Boucher Street and on the southwest side of Spa Creek, Second Election District of Anne Arundel County, Maryland, designated as No. 9 on the plat of the subdivision of the Boucher property, made by W. C. Monroe, Civil Engineer, February, 1920, which said plat is filed in Plat Book G.W. No. 1, Section 3, Folio 202, of Anne Arundel County and described as follows:
> Beginning for the same at a point on the northeast side of said proposed street, 40 feet wide, 422.54 feet from the north intersection of said proposed street, and Boucher Street, said point of beginning also being in the division line of the lot hereby intended to be conveyed, and Lot No. 8 as shown on the aforesaid plat, and running from thence with said division line northeasterly 153.74 feet to the shore line of Spa Creek, thence with the shore line of Spa Creek northwesterly 50.96 feet more or less to the division line of Lot No. 10 and the lot hereby intended to be conveyed, thence with said division line southwesterly 143.62 feet to the northeast side of said proposed street, thence with the northeast side of said proposed street southeasterly 50 feet to the point of beginning.

3. That upon the death of the said Isaac W. Bradley while married to the said Amanda Bradley, who survived him, the said property thereupon vested in the said Amanda Bradley, absolutely, as surviving tenant by the entirety, and that thereafter upon the death of the said Amanda Bradley, who died intestate as a widow and unmarried in Anne Arundel County, Maryland, the said property vested absolutely in her only heirs at law, to wit, her two daughters, the said Grace Lillian Hamilton and Addie Savage, absolutely, share and share alike.

4. That thereafter the said Grace Lillian Hamilton died intestate in Joliet, Illinois, on April 29, 1957, while married to the Complainant, Charles R. Hamilton, leaving surviving her

as her only heirs at law her said husband, Charles R. Hamilton, and her said sister, the said Addie Savage.

5. That thereafter the said Addie Savage died intestate in Anne Arundel County, Maryland, on May 23, 1960, as a widow and unmarried, leaving surviving her no husband, no children or lineal descendants, no father and no mother, and no brothers and sisters or lineal descendants of any brothers and sisters.

6. That at the time of her death, as aforesaid, the said Addie Savage was living upon the said property, and that although the Complainants have made a careful and diligent effort to ascertain the names and addresses of the heirs at law of the said Addie Savage, they have been unable to discover the same and her heirs at law are therefore proceeded against in this cause as the unknown heirs at law of the said Addie Savage, addresses unknown, as if they are non-residents of the State of Maryland.

7. That the said real estate is not susceptible of an advantageous partition in kind among the parties in interest and cannot be divided among them without loss or injury, and that a sale of the same is necessary and for the best interest and advantage of all of the parties in interest in order that the proceeds thereof may be divided in proportion to the respective interests of the said parties, but, inasmuch as the parties in interest are numerous, none can be made without the aid and intervention of this Honorable Court.

8. That the Complainant, Anne Arundel County Welfare Board, is a creditor of the late Addie Savage, deceased, for old age assistance benefits rendered to her in her lifetime in the total amount of NINE THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND SIXTEEN CENTS ($9,314.16).

9. That the said Addie Savage was so indebted as aforesaid unto said Anne Arundel County Welfare Board and unto divers other persons when she died as aforesaid, and that she left personal estate insufficient to pay her just debts.

10. That no letters of administration have been granted by the Orphans Court of Anne Arundel County upon the estates of Amanda Bradley, Grace Lillian Hamilton, and Addie Savage.

TO THE END, THEREFORE:

(a) That a decree may be passed for a sale of all of said real estate.

(b) That a trustee may be appointed to convey the same to the purchaser or purchasers thereof in fee-simple upon ratification of the sale.

(c) That the proceeds of such sale may be brought into Court for distribution under its order in accordance with the respective rights and interests of the parties thereto.

(d) That notice be given to all creditors of the said Amanda Bradley, Grace Lillian Hamilton, and Addie Savage, all deceased, to file their duly authenticated claims herein.

(e) That the Order of Publication may be issued giving the unknown heirs of Addie Savage, deceased, whose addresses are unknown, notice of the substance and object of this suit as provided in law in cases of non- resident respondents.

(f) That your Orators may have such other and further relief as their case may require.

May it please Your Honors to grant unto your Orators the Order of Publication giving notice to the unknown heirs of Addie Savage, deceased, formerly of 215 Lockwood Street, Eastport,

4

LIBER 140 PAGE 100

Annapolis, Anne Arundel County, Maryland, whose addresses are unknown, of the object and substance of this Bill, authorizing and directing them to appear in this Court in person or by Solicitor on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

AND, AS IN DUTY BOUND, etc.

Charles R. Hamilton

Marvin H. Anderson
Solicitor for Complainants

ANNE ARUNDEL COUNTY WELFARE BOARD

By _____
Director

STATE OF ILLINOIS, (CITY)(COUNTY) OF _____, TO WIT:

I HEREBY CERTIFY that on this 27th day of October, in the year nineteen hundred sixty-one, before me, the subscriber, a Notary Public of the State of Illinois, in and for the (city) (county) aforesaid, personally appeared Charles R. Hamilton, known to me to be one of the persons who have subscribed their names to the within Bill of Complaint and one of the complainants named in said Bill of Complaint, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and seal notarial.

Notary Public

My commission expires: 1-14-64

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

I HEREBY CERTIFY that on this 30th day of October, in the year nineteen hundred sixty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ESTHER HOLAHAN who made oath in due form of law that she is Director of the Anne Arundel County Welfare Board, one of the Complainants named in the foregoing Bill of Complaint, and she made oath in due form of law that the matters set forth in the aforegoing Bill of Complaint are true and correct to the best of her knowledge and belief; and she further made oath that agents and employees of said AnneArundel County Welfare Board have made reasonable efforts to ascertain the names and addresses of the heirs at law of Addie Savage, deceased, to warn them of the pendency of this suit, that inquiry was made from Charles R. Hamilton, one of the complainants named in said Bill of Complaint, and from John M. Taylor, the funeral director who buried the said Addie Savage, and from several of the former neighbors of the said Addie Savage who might be expected to know the names and addresses of the heirs at law of the said Addie Savage, but that their names and addresses have not been discovered and are to all of these parties, including the Anne Arundel County Welfare Board, unknown.

Esther Holahan

Esther Holahan

As witness my hand and seal notarial.

Marian B. Stockett

Notary Public

My Commission expires: May 6, 1963

ORDER OF COURT

Upon consideration of the foregoing Bill of Complaint and affidavits, it is this 31st day of October, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that an Order of Publication be issued against the respondents, the unknown heirs at law of Addie Savage, deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, whose addresses are unknown, as prayed.

V. Bruce Duckett
Judge

FILED
1961 Oct. 31

7

CHARLES R. HAMILTON AND ANNE ARUNDEL COUNTY WELFARE BOARD VS. THE UNKNOWN HEIRS OF ADDIE SAVAGE, Deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, addresses unknown. IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 14667 EQUITY.

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain real estate located in the Sixth Election District of Anne Arundel County, Maryland, owned by one of the complainants, Charles R. Hamilton, and the unknown heirs at law of the late Addie Savage, Deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, whose addresses are unknown, and for a distribution of the proceeds of such sale in accordance with the respective rights and interests of the parties entitled thereto. The Bill states that the said Addie Savage and her sister, Grace Lillian Hamilton, (who died intestate in Joliet, Illinois, on April 29, 1957) were the owners as tenants in common of certain improved real estate in the Sixth Election District of Anne Arundel County, Maryland, whereon the said Addie Savage was living at the time of her death, the improvements thereon being known as 215 Lockwood Street, Eastport, in the City of Annapolis, being all of the same property which was conveyed by Carey L. Meredith and wife and others by deed dated August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 20, Folio 210, in which the said property was conveyed unto Isaac W. Bradley and Amanda Bradley, his wife, as tenants by the entireties, in fee simple, and in which said deed the said property is described as follows:

> All that lot of ground situate on the northeast side of a proposed street, 40 feet wide leading from Boucher Street and on the southwest side of Spa Creek, Second Election District of Anne Arundel County, Maryland, designated as No. 9 on the plat of the subdivision of

FILED
1961 OCT 31 PM 1:05

the Boucher property, made by W. C. Monroe, Civil Engineer, February, 1920, which said plat is filed in Plat Book GW No. 1, Section 3, Folio 202, of Anne Arundel County and described as follows:
Beginning for the same at a point on the northeast side of said proposed street, 40 feet wide, 422.54 feet from the north intersection of said proposed street, and Boucher Street, said point of beginning also being in the division line of the lot hereby intended to be conveyed, and Lot No. 8 as shown on the aforesaid plat, and running from thence with said division line northeasterly 153.74 feet to the shore line of Spa Creek, thence with the shore line of Spa Creek northwesterly 50.96 feet more or less to the division line of Lot No. 10 and the lot hereby intended to be conveyed, thence with said division line southwesterly 143.62 feet to the northeast side of said proposed street, thence with the northeast side of said proposed street, southeasterly 50 feet to the point of beginning;

That the said property thereafter vested absolutely in the said Amanda Bradley as surviving tenant by the entirety, who survived the said Isaac W. Bradley; that upon the subsequent death of the said Amanda Bradley who died as a widow and unmarried in Anne Arundel County, Maryland, the said property vested absolutely in her only heirs at law, to wit, her two daughters, the said Grace Lillian Hamilton and Addie Savage, share and share alike; that thereafter the said Grace Lillian Hamilton died as aforesaid while married to the complainant, Charles R. Hamilton, leaving surviving her as her only heirs at law her said husband, Charles R. Hamilton and her said sister, Addie Savage; that thereafter the said Addie Savage died intestate in Anne Arundel County, Maryland, on May 23, 1960, as a widow and unmarried, and that although the complainants have made a careful and diligent effort to ascertain their names and addresses, they have been unable to discover the heirs at law of the said Addie Savage, and her heirs at law are therefore proceeded against in this cause as

9

the unknown heirs at law of the said Addie Savage, addresses unknown, as if they are non-residents of the State of Maryland; that said real estate is not susceptible of an advantageous partition in kind among the parties in interest and cannot be divided among them without loss or injury and that a sale of the same is necessary and for the best interest and advantage of all the parties in interest in order that the proceeds thereof may be divided in proportion to the respective interests of said parties; that Anne Arundel County Welfare Board is a creditor of the late Addie Savage, deceased, for old age assistance benefits rendered to her in her lifetime in the total amount of $9,314.16 and said Addie Savage was in addition indebted unto divers other persons when she died as aforesaid and left personal estate insufficient to pay her just debts; and that no letters of administration have been granted by the Orphans Court of Anne Arundel County upon the estates of Amanda Bradley, Grace Lillian Hamilton and Addie Savage.

IT IS, THEREUPON, this 31st day of October, 1961, by the Circuit Court for Anne Arundel County, ORDERED: That the Complainants by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 4th day of December, 1961, give notice to the unknown heirs of Addie Savage, deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, whose addresses are unknown, of the object and substance of this Bill of Complaint, warning them to appear in this Court in person or by Solicitor on or before the 5th day of January, 1962, next, to show cause, if any they may have, why a Decree ought not to be passed as prayed.

George T. Cromwell

George T. Cromwell, Clerk

CHARLES R. HAMILTON AND ANNE ARUNDEL COUNTY WELFARE BOARD VS. THE UNKNOWN HEIRS OF ADDIE SAVAGE, Deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, addresses unknown. IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 14,667 EQUITY.

Order Of Publication

The object of this suit is to procure a decree for the sale of certain real estate located in the Sixth Election District of Anne Anne Arundel County, Maryland, owned by one of the complainants, Charles R. Hamilton, and the unknown heirs at law of the late Addie Savage, Deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, whose addresses are unknown, and for a distribution of the proceeds of such sale in accordance with the respective rights and interests of the parties entitled thereto. The Bill states that the said Addie Savage and her sister, Grace Lillian Hamilton, (who died intestate in Joliet, Illinois, on April 29, 1957) were the owners as tenants in common of certain improved real estate in the Sixth Election District of Anne Arundel County, Maryland, whereon the said Addie Savage was living at the time of her death, the improvements thereon being known as 215 Lockwood Street, Eastport, in the City of Annapolis, being all of the same property which was conveyed by Carey L. Meredith and wife and others by deed dated August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 20, Folio 210, in which the said property was conveyed unto Isaac W. Bradley and Amanda Bradley, his wife, as tenants by the entireties, in fee simple, and in which said deed the said property is described as follows:

All that lot of ground situate on the northeast side of a proposed street, 40 feet wide leading from Boucher Street and on the southwest side of Spa Creek, Second Election District of Anne Arundel County, Maryland, designated as No. 9 on the plat of the subdivision of the Boucher property, made by W. C. Monroe, Civil Engineer, February, 1920, which said plat is filed in Plat Book GW No. 1, Section 3, Folio 202, of Anne Arundel County and described as follows:

Beginning for the same at a point on the northeast side of said proposed street, 40 feet wide, 422.54 feet from the north intersection of said proposed street, and Boucher Street, said point of beginning also being in the division line of the lot hereby intended to be conveyed, and Lot No. 8 as shown on the aforesaid plat, and running from thence with said division line north-easterly 153.74 feet to the shore line of Spa Creek, thence with the shore line of Spa Creek northwesterly 50.96 feet more or less to the division line of Lot No. 10 and the lot hereby intended to be conveyed, thence with said division line southwesterly 143.62 feet to the northeast side of said proposed street, thence with the northeast side of said proposed street, southeasterly 50 feet to

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 106

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,667

Addie Savage, deceased

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

1961 DEC -5 [illegible]

the point of beginning;

That the said property thereafter vested absolutely in the said Amanda Bradley as surviving tenant by the entirety, who survived the said Isaac W. Bradley; that upon the subsequent death of the said Amanda Bradley who died as a widow and unmarried in Anne Arundel County, Maryland, the said property vested absolutely in her only heirs at law, to wit, her two daughters, the said Grace Lillian Hamilton and Addie Savage, share and share alike; that thereafter the said Grace Lillian Hamilton died as aforesaid while married to the complainant, Charles R. Hamilton, leaving surviving her as her only heirs at law her said husband, Charles R. Hamilton and her said sister, Addie Savage; that thereafter the said Addie Savage died intestate in Anne Arundel County, Maryland, on May 23, 1960, as a widow and unmarried, and that although the complainants have made a careful and diligent effort to ascertain their names and addresses, they have been unable to discover the heirs at law of the said Addie Savage, and her heirs at law are therefore proceeded against in this cause as the unknown heirs at law of the said Addie Savage, addresses unknown, as if they are non-residents of the State of Maryland; that said real estate is not susceptible of an advantageous partition in kind among the parties in interest and cannot be divided among them without loss or injury and that a sale of the same is necessary and for the best interest and advantage of all the parties in interest in order that the proceeds thereof may be divided in proportion to the respective interests of said parties; that Anne Arundel County Welfare Board is a creditor of the late Addie Savage, deceased, for old age assistance benefits rendered to her in her lifetime in the total amount of $9,314.16 and said Addie Savage was in addition indebted unto divers other persons when she died as aforesaid and left personal estate insufficient to pay her just debts; and that no letters of administration have been granted by the Orphans Court of Anne Arundel County upon the estates of Amanda Bradley, Grace Lillian Hamilton and Addie Savage.

IT IS, THEREUPON, this 31st day of October, 1961, by the Circuit Court for Anne Arundel County, ORDERED: That the Complainants by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 4th day of December, 1961, give notice to the unknown heirs of Addie Savage, deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, whose addresses are unknown, of the object and substance of this Bill of Complaint, warning them to appear in this Court in person or by Solicitor on or before the 5th day of January, 1962, next, to show cause, if any they may have, why a Decree ought not to be passed as prayed.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-21

CHARLES R. HAMILTON and another * NO. 14,667 EQUITY
Complainants * IN
vs. * THE CIRCUIT COURT
The Unknown Heirs of * FOR
ADDIE SAVAGE, deceased * ANNE ARUNDEL COUNTY

AFFIDAVIT OF NON-MILITARY SERVICE

Respondents

LIBER 140 PAGE 108

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

I hereby certify that, on this day of January ,

19 62 , personally appeared before me, the subscriber, a Notary Public of the State of

Maryland, in and for Anne Arundel County,

Marvin H. Anderson, Solicitor for the Plaintiffs

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

he has no knowledge as to whether or not any of the Respondents in said cause are now in the military service of the United States of America.

~~and xxxxxxxxx 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 8th day of

Notarial Seal

January , 19 62..

Marian B. Stockett
Notary Public.

My Commission will expire on: May 6, 1963

Filed,

FILED
1962 JAN -8 PM 3:16

12

LIBER 140 PAGE 109

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles R. Hamilton and Anne Arundel County Welfare Board, the Complainants, by Marvin H. Anderson, their solicitor, respectfully shows:

1. That the Respondents, the unknown heirs of Addie Savage, deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, whose names and addresses are unknown to the complainants, have all been duly served by publication of the Order of Publication in this cause as required by the Order of this Honorable Court.

2. That none of said respondents have either appeared or answered as required by the said Order of Publication, although the time for so doing has expired, as will be seen by reference to the Certificate of Publication of the said Order of Publication heretofore filed in this cause.

WHEREFORE, the Complainants pray:

That the Bill of Complaint may be taken Pro Confesso as against all of said Respondents.

Marvin H. Anderson

Marvin H. Anderson
Solicitor for Complainants

13

LIBER 140 PAGE 110

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * * * * * *

DECREE PRO CONFESSO

The Respondents, the unknown heirs of Addie Savage, deceased, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same according to the command of the said Order of Publication.

It is, thereupon, this 9th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken Pro Confesso against said Respondents.

And it is further ordered that leave is hereby granted for the testimony of Charles R. Hamilton, one of the complainants, to be taken by deposition upon written questions before a Notary Public of the State of Illinois authorized to administer oaths, in said state and in the county or city in which said deposition is taken, by the Laws of Illinois, and to thereupon take testimony before any one of the standing examiners of this Court in support of the allegations of the said Bill and to file said Deposition Upon Written Questions as an exhibit with said standing examiner of this Court.

O. Bowie Duckett
Judge

FILED
1962 JAN -9 PM 3:57

14

LIBER 140 PAGE 111

CHARLES R. HAMILTON AND ANNE ARUNDEL COUNTY WELFARE BOARD	*	IN THE
Complainants	*	CIRCUIT COURT
VS	*	FOR
THE UNKNOWN HEIRS OF ADDIE SAVAGE, DECEASED	*	ANNE ARUNDEL COUNTY
Respondents	*	EQUITY # 14,667

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

TESTIMONY ON BEHALF OF THE COMPLAINANTS

January 25, 1962

Present:

Marvin H. Anderson, Solicitor for Complainants

Emanuel Klawans, Court Examiner

Conchita D. Tuers, Court Reporter

Witnesses:

Mrs. Esther H. Holahan, pages 2 - 3

John M. Taylor, pages 4 - 9

Vinton T. Bull, pages 10 - 12

Eldridge S. Wilkerson, pages 13 - 16

FILED
1962 JAN 31 AM 11:36

15

Mrs. Esther H. Holahan, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

1. Mrs. Holahan, will you give us your full name and address?

A. Mrs. Esther Holahan, R.D. #4, Annapolis.

2. And your occupation, please?

A. Director of the County Welfare Board.

3. And the Anne Arundel County Welfare Board is one of the Plaintiffs in this case, is that correct?

A. Yes.

4. Will you tell us what the official records of the Anne Arundel County Welfare Board disclose with respect to any claim of the Welfare Board against the late Addie Savage, deceased?

A. Mrs. Savage received public assistance from the Anne Arundel County Welfare Board from 1938 through 1960. The total amount of money she received was $9,314.16. This is the amount of our claim against her estate.

5. Can you give us any more particulars of the claim, that is, for type or types of assistance the monies were advanced?

A All of the funds were from Old Age Assistance.

6. Is this claim filed in the Orphan's Court for Anne Arundel County?

A. Yes.

7. Do you have that with you now?

A. Yes, I do .

8 When did Mrs. Savage die, according to your knowledge, and the records of the Welfare Board?

A May 23, 1960 in Annapolis, Maryland.

9, From your investigation, did she leave any personal effects or

16

personal property at the time of her death?

A. The furnishings in her house are the only things we are aware of.

10. Would that be sufficent to discharge the full claim of the Welfare Board?

A. No, mot just the furniture, no.

11. Do your records show, or does your investigation show or disclose the existence of any Last Will & Testament of the decedent, Addie Savage?

A. Nonethat we are aware of.

12. What heirs did the said Addie Savage leave surviving her according to your information and the records of the Anne Arundel County Welfare Board?

A. None.

13. Do your records show or do you have any information disclosing the next of kin of the late Addie Savage?

A. Theonly relative that we know of is a brother-in-law, Mr. Charles R. Hamilton, in Joliet, Illinois.

14. Was Addie Savage married or unmarried at the time of her death?

A. She was a widow.

15. And had not remarried?

A. And had not remarried.

16. In addition to this personal property, do your records disclose or are you aware of any real estate which the late Addie Savage died owning an undivided interest?

A. Just the one piece of property. The house at 215 Lockwood Ave. in Annapolis.

Mr. Anderson: I think that is all the questions I have of you, Mrs. Holahan.

17

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. . Foster H. Helaham

John M. Taylor, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Taylor, will you give us your full name and current address?

A. John M. Taylor, 147 Gloucester Street.

2. In the City of Annapolis?

A. In the City.

3. What is your occupation, sir?

A. Funeral Director.

4. As such did you have charge of the funeral of Mrs. Addie Savage, the deceased mentioned in this case?

A. I did.

5. When did she die?

A She died May 23, 1960.

6. Where is she buried?

A. She's buried in Cedar Bluff Cemetery, Annapolis.

7. How old was she when she died?

A. Her age was given as seventy-seven years.

8. Do you know or do your records disclose the name of the father and the mother of Addie Savage?

A. The records that I have, that she gave me, was John B. Gaad and her mother's maiden name was Amanda Parker.

9. Do you know or do your records disclose whether or not either of her said parents are now living?

A No, I don't have any record of that.

10. Do you know or do your records disclose the last known address of either the said mother or the said father of Addie Savage?

A. No, I don't have that.

11. What is the source of your information pertaining to the name of the mother and father of Addie Savage?

A. That was given to me by Mrs. Savage prior to her death.

12. Did she tell you anything else pertaining to her family?

A. She told me that she had no living relatives at all. I talked with her, I guess, on a number of occasions. She used to write me and I'd go by and talk with her and she's told me that dozens of times that she had no living relatives.

13. Did she tell you where her family came from?

A. No. She didn't even give me her birthplace. No, I never knew where she came from. I've known her for a long time, where she lived before she moved into Eastport.

14. Where was that?

A. Out on Compromise Street. I knew her husband very well, John Savage.

15. When did John Savage die?

A. I don't have his records.

16. Did he die before Addie Savage?

A. Oh yes.

17. How long before?

A. I guess at least twenty years.

18. Are you aware of any Last Will & Testament of Addie Savage?

A. No sir, I'm not.

19. As far as you know she died intestate?

A. That's right.

20. Did she give birth to any children during her lifetime?

A. Not that I know of. I've known her for, I guess, fifty years and

20

I know of no children by John Savage.

21. Is that the only husband of Addie Savage?

A. That's all.

22. And she did not remarry, as far as you know, after he died?

A. No, she never remarried.

23. Now, in addition to Addie Savage, did you know the mother of Addie Savage, Amanda Bradley?

A. I did, knew her too. She died September 11, 1938.

24. Where is she buried?

A. She's buried inCedar Bluff Cemetery in Annapolis.

25. At the time of the death of Amanda Bradley, what was her marital status?

A. Well, she was the wife of Isaac Bradley.

26. Was she a widow at the time she died?

A. Yes, she was the widow of Isaac Bradley.

27. When did Isaac Bradley die?

A. Isaac Bradley died December 10, 1933.

28. As far as you know,after the death of Isaac Bradley did Amanda Bradley ever remarry?

A. No, she never.

29, So that shedied as a widow?

A Died a widow.

30. Unremarried?

A. That's right.

31. Do you know of any Last Will & Testament of Amanda Bradley?

A. No, I do not.

32. As far as you know, she died intestate?

A. That's right. She was on welfare at the time of her death.

21

33. During her lifetime, did Amanda Bradley give birth to any child or children?

A. Not to my knowledge. She was the mother of Amanda Bradley. The only one daughter was Mrs. Savage.

(Mr. Klawans)

34. Addie Savage?

A. Addie Savage.

(Mr. Anderson)

35. You know of no other children?

A. No other children.

36. Do you know or did you ever hear of her speak of another daughter, Grace Lillian Hamilton?

A. Never.

37. Do you know or do your records disclose the name of either of the mother or the father of Amanda Bradley?

A. As it was given to me, her father's name was John Parker and her mother's maiden name was given as Fannie Purdy.

38. Who gave you this information?

A. I'm pretty certain that Mrs. Savage, the daughter. The informant was Addie Savage.

39. Do your records show at what age Amanda Bradley died?

A. Amanda Bradley, 89 years 3 months and 1 day born in 1849.

40 Do you have the exact date?

A. June 16, 1849.

41. Do you know or do your records disclose the place of birth of either the mother or the father of the --

A. Birth place of Mrs. Addie Bradley was Baltimore, Maryland.

42. Amanda Bradley, you mean.

22

A. Amanda Bradley.

43. Do your records disclose the place of birth of either the mother or the father or Amanda Bradley?

A. John Parker, which was her father, was born in Baltimore, Maryland. And her mother, Fannie Purdy, was born in Philadelphia, Pennsylvania.

44. Do your records disclose whether or not either of the said parents of Amanda Bradley were living at the time of the death of Amanda Bradley?

A. I don't have any record of that.

45. Do you have any other information pertaining to the next of kin of the late Addie Savage, deceased?

A. Of Addie Savage?

46. Yes.

A. No. As I said before she told me that she had no relatives. That was the information I have from Addie Savage.

47. Were you familiar or did you know the first husband of Amanda Bradley whose last name had been given to you as Gaad?

A. I didn't know him.

48. You did not know when or where he died?

A. No, I don't have that.

Anderson: I believe that is all of the questions that I have.

(Mr. Klawans)

1. How long had Addie Savage lived in Anne Arundel County, Maryland before her death, do you know? Could it have been a number of years?

A. Oh yes, at least fifty years I know.

2. And she was a resident of this County?

A. Yes.

23

3. Amanda Bradley, is the same true of her?

A. I don't understand.

4. Now Grace Hamilton do you know --

A. I never knew her.

Anderson: At this time, I'd like to offer in as Examiner's Exhibit, a deposition upon written questions taken of Charles R. Hamilton, one of the two complainants in this case, which has already been filed in this case.

(DEPOSITION OF CHARLES R. HAMILTON FILED AS EXAMINER'S EXHIBIT #2)

(Mr. Klawans)

5. Amanda Bradley, do you know whether or not she had been living in Anne Arundel County, Maryland for some years?

A. Amanda Bradley, yes. I guess-- I knew them all -- knew them as a boy up.

6. And where did she live?

A. Annapolis.

29

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~~. John M. Taylor

Signature. . . . . .

25

Vinton T. Bull, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Bull, would you please state your full name and current address?

A. Vinton T. Bull, Edgewater, Maryland.

2. What is your occupation?

A. Supervisor of Assessments.

3. In the course of your official duties as Supervisor of Assessments for Anne Arundel County have you made appraisals of real estate in this County?

A. Yes, I have.

4. On approximately how many occasions?

A. Quite a number is all I can say.

5. In addition have you made other appraisals of real estate in this county on other occasions and for other purposes than the mere assessment of property?

A. Yes, for such purposes as we have here today, settling estates.

6. Approximately how many such occasions would you say you've made appraisals?

A Fifty.

7. Have you previously testified concerning the value of real estate before one or more standing examiners/in Equity in this Court?

A. Yes.

8. Now specifically have you had occasion to appraise the real estate discovered in this proceeding, which is shown and designated as Lot #9 on the Plat of the Sub-Division of the Boucher property more particularly described in the deed from Carey L. Meredith etal to Issac W. Bradley and Amanda Bradley, his wife, dated

26

August 10, 1920 recorded among the Land Records of Anne Arundel County in Liber W.N.W. 20 folio 210?

A. Yes, I have.

Anderson: At this time, I'd like to offer in to evidence as Examiner's Exhibit #3 certified copy of that deed.

(CERTIFIED COPY OF DEED DATED August 10, 1920 RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER W.N.W. 20 FOLIO 210 FROM CAREY L. MEREDITH etal to ISAAC W. BRADLEY and AMANDA BRADLEY, his wife FILED AS EXAMINER'S EXHIBIT #3)

9. Will you describe the property and tell us of what it consists briefly?

A. Well, it is located at 215 Lockwood Street, Eastport, Annapolis, Maryland. Lot is 50 x 170 in size, level, fronting on Spa Creek. Sarles Boat House is a considerable handicap both with interferring with the water use and obstruction of view. The lot is improved by a one-story frame building which consists of four rooms and no bath, no plumbing facilities, circulating stove heat, cheap construction. Estimated to be about 48 years of age. That's about what is there.

10. Construction frame?

A. Frame construction.

11. What, in your opinion, is the current fair market value of this property, at the present time?

A. My estimate on it would be about $4800, land and improvements.

12. In your opinion is the property, at the present time or in the future, susceptible of division in kind or partition among the various heirs of Amanda Bradley?

A. I don't see how it could very well be because of the size?

27

13. What, in your opinion, is the best thing to do with this property at the present time?

A. I think it would be to sell it.

14. And divide the proceeds between the heirs?

A. That's correct.

Anderson: I believe that is all the questions.

(Mr. Klawans)

1. You are familiar with the market value of real estate, such as this, in that area are you not?

A. Yes.

2. Anything else you wish to tell us?

A. The house is very cheap; cheap construction. A house thathasn't--doesn't take it very long to go down when it hasn't been lived in either. It deteriorates very rapidly. It needs a lot of work to be done on it and from a residential standpoint I personally think that the boatyard,right directly in front of it, has depreciated -- is a depreciating factor of it.

28

QUESTION BY THE EXAMINER:

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

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

Answer. No . . . . . .

Signature. Vinton T. Bull . . . .

Eldridge S. Wilkerson, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Wilkerson, please state your full name and current address?

A. Eldridge Shepherd Wilkerson, Tracy's Landing, Maryland.

2. What is your occupation, sir?

A. Assistant Supervisor of Assessments for Anne Arundel County.

3. In the course of your official duties, have you appraised real estate in Anne Arundel County?

A. I have.

4. On approximately how many occasions?

A. I'd say approximately twenty-five.

5. In connection with your duties as appraiser for the Supervisor of Assessments?

A. No, I --

6. How many? Just roughly, how many times? A large number?

A. A great number.

7. All right now, in addition to your duties as Assistant Supervisor of Assessments, on other occasions have you appraised real estate in Anne Arundel County for other purposes?

A. That's what I mean by approximately twenty-five different occasions.

8. Are you familiar with values of real estate in the Eastport area of Anne Arundel County?

A. I am.

9. And have you previously testified,concerning the value of real estate in this County,before one or more of the examiners,in Equity,of this Court?

A. I have.

10. Do you recall how many occasions? Just roughly.

A. Probably ten.

11. Now I hand you the deed, which has already been received in evidence, which describes the property, the real estate mentioned in this case, and ask you whether you are familiar with that real estate and whether you have visisted the same for the purpose of making an appraisal of the current fair market value?

A. I was at this property and made an appraisal, at today's market value.

12. Will you describe the property briefly and tell us what the same consists?

A. The property is located at 215 Lockwood Street, Eastport, Annapolis, the lot is 50 x 170 depth; it is fairly level; fronting on Spa Creek. Sarles Boat House is adjacent across the land from it, which obstructs the view of the water. The lot is improved by a one-story cottage consisting of four rooms, no plumbing facilities, with a stove heat; cheap construction; estimated to be approximately 40 years old and in a deteriorating condition. I feel that the land evaluation would be about $3000, the improvements $1800, total of $4800.

13. And that, in your opinion, is the current fair market value of this property?

A. That is.

14. In your opinion, is the property now or in the future, susceptible of division in kind or partition among the various heirs at law of Amanda Bradley?

A. Due to its size, I don't see how it could be divided in any way

to be an advantage to the heirs.

15. What, in your opinion, is the best thing to do with the property at the present time?

A. At the present time it looks like sale would be about the only solution.

16. With a division of the proceeds among the heirs?

A. That's right.

32

Marvin H. Anderson, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

Let the record indicate that as counsel for the Plaintiff, in this case, I have examined the records of the Orphan's Court for Anne Arundel County and have discovered and located no Will for either Amanda Bradley or Addie Savage. And that I have located only the claims of the Anne Arundel County Welfare, heretofore mentioned, and an additional claim by Karlton's against Mrs. Addie Savage, which I would like to file at this time.

(CLAIM OF KARLTON'S AGAINST MRS. ADDIE SAVAGE FILED AS EXAMINER'S EXHIBIT # 4)

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Eldridge S. Wilkerson . . . . . .

34

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 3rd day of January, 1962

Emanuel Klawans (SEAL)
Examiner

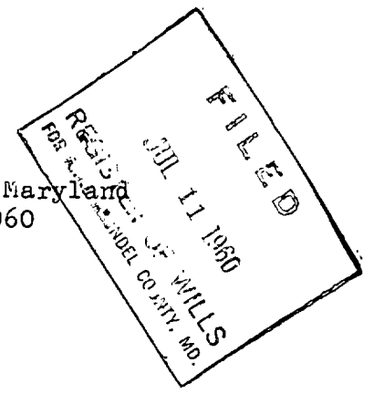
E. K. $10.00

C. T. $16.00

35

P. 1

LIBER 140 PAGE 132



Annapolis, Maryland
June 16, 1960

Estate of: Mrs. Addie Savage
215 Lockwood Avenue
Annapolis, Maryland

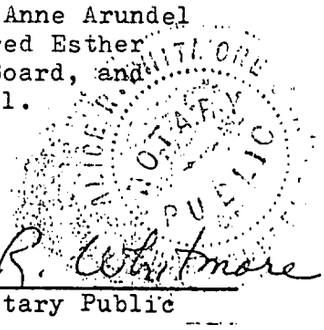
To: County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937, (Special Session) $9,314.16

State of Maryland)
) To wit:
Anne Arundel County)

I, hereby, certify that on this 16th day of June, 1960, before me, the subscriber, a Notary Public in and for Anne Arundel County, State of Maryland aforesaid, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and made affidavit to the correctness of the foregoing bill.

Witness my hand and Notarial seal.



Alice R. Whitmore
, Notary Public

mmy

14,667 Eq
Hamilton
Heirs of Addie Savage

Part of Examiner's Exh. 1
E. K. Mowery, Examiner.

34

CLAIM

Anne Allen and Courtis Wyke

vs

Addie Savage

Amount $ 9314.16

Tucker Dk R6 P#1

Folio 293

LIBER 140 PAGE 133

This claim will pass when paid by order of Court, this 12 day of July 1960.

Evelyn M. Smith C.J.

Harriet I. Frey A.J.

Allene L. Moreland A.J.

Annapolis, Maryland
July 19, 1960

Estate of: Mrs. Addie Savage
215 Lockwood Avenue
Annapolis, Maryland

To: County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

This is the break down on the claim of $9,314.16.

1938 - 51.00	1950 - 434.31
1939 - 159.66	1951 - 446.82
1940 - 156.30	1952 - 503.52
1941 - 244.20	1953 - 512.88
1942 - 304.15	1954 - 538.07
1943 - 348.00	1955 - 540.36
1944 - 366.80	1956 - 546.60
1945 - 411.30	1957 - 549.72
1946 - 418.80	1958 - 560.18
1947 - 409.60	1959 - 612.88
1948 - 407.20	1960 - 352.61
1949 - 439.20	9,314.16 T

Esther Holahan

(Mrs.) Esther Holahan
Director

EH:bem

14,667 Eq
Hamilton v Heirs of Addie Savage
Examiner's Exh. 1
E K Powers, Examiner

31

LIBER 140 PAGE 135

C L A I M

WELFARE BOARD
VS.
ADDIE SAVAGE
FILED 7/22/60
Passed by the Court July 26 1960.

Evelyn M. Smith - C.J.
Harriet I. Frey
Allene L. Miniland A.J.

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * *

DEPOSITION UPON WRITTEN QUESTIONS

Deposition of Charles R. Hamilton, one of the complainants, taken upon written questions in the above-entitled matter at Woodbine Home, 6909 W North Ave, Oak Park, Cook County, Illinois, before Charlotte M Riordan, a Notary Public of the State of Illinois in and for Cook County, authorized to administer oaths in said State and County by the Laws of Illinois, at 1:45 o'clock, P. M, January 21st, 1962.

CHARLES R. HAMILTON being duly sworn by me according to law, to answer all of the following written questions truthfully, and to tell the truth, the whole truth, and nothing but the truth, testified as follows:

DIRECT QUESTIONS:

First Question: What is your full name and current address?

Charles Robert Hamilton
The Woodbine, 6909 W. North Ave., Oak Park, Ill

Answer:

Second Question: Are you one of the Complainants in this case?

Yes

Answer:

14,667 Eq
Hamilton
Heirs of Addie Savage
Examiner's Exh. 2
E. Clawans, Examiner

FILED
1962 JAN 23 AM 9:21

35

Third Question: What is your present age?

Answer:

75 years

Fourth Question: What is your present occupation, if any?

Answer:

Retired

Fifth Question: Were you lawfully married to Grace Lillian Hamilton at the time of the death of Grace Lillian Hamilton?

Answer: Yes

Sixth Question: When and where were you married to Grace Lillian Hamilton?

Answer: July 5, 1919 at Valparaiso, Ind.

Seventh Question: When and where did Grace Lillian Hamilton, your wife, die?

Answer: Joliet, Illinois on April 29, 1957

Eighth Question: Did your wife, Grace Lillian Hamilton, leave a Last Will and Testament when she died?

Answer: No

Ninth Question: Did your wife, Grace Lillian Hamilton, leave surviving her any children or lineal decendants at the time of her death?

NO

Tenth Question: What was the name of the mother of your wife, Grace Lillian Hamilton?

Answer: Amanda Bradley

Eleventh Question: Approximately when and where did Amanda Bradley, the mother of your said wife, die?

Answer: She died over 15 years ago at Annapolis, Maryland

Twelfth Question: As far as you know, did Amanda Bradley, the mother of your said wife, leave a Last Will and Testament when she died?

Answer: No

Thirteenth Question: Did Amanda Bradley, the mother of your said wife, die as a widow and while she was unmarried?

Answer: Yes

Fourteenth Question: What was the name of the last husband of the said Amanda Bradley, and approximately when and where did he die?

Answer: Isaac W. Bradley died in Annapolis, Maryland two or three years before his wife, Amanda Bradley

Fifteenth Question: At the time of her death, did the said Amanda Bradley die seized and possessed of and owning in fee simple the real estate situate in the City of Annapolis, Anne Arundel County, Maryland, which is more fully described in the

40

bill of complaint which you and Anne Arundel County Welfare Board have filed in this cause, the improvements whereon are known as 215 Lockwood Street, Eastport?

Answer:

Yes

Sixteenth Question: In addition, to your late wife, the said Grace Lillian Hamilton, did the said Amanda Bradley leave surviving her at her death any other child or children or any other lineal descendants and if so, please state the full name of each said child and lineal descendant?

Answer:

Only Addie Savage, sister of Grace Lillian Hamilton

Seventeenth Question: In addition to your late wife, the said Grace Lillian Hamilton, and her sister, Addie Savage, did the said Amanda Bradley leave surviving her at the time of her death any other children or lineal descendants (including descendants of any deceased child or children of said Amanda Bradley)?

Answer: No

Eighteenth Question: When and where did the said Addie Savage die?

Answer

May 23, 1960 at Annapolis, Maryland

41

Nineteenth Question: As far as you know, did Addie Savage, the sister of your said wife, Grace Lillian Hamilton, leave a Last Will and Testament when she died?

Answer: No

Twentieth Question: Did the said Addie Savage die as a widow and while she was unmarried?

Answer: Yes

Twenty-first Question: What was the name of the last (or only) husband of the said Addie Savage, and approximately when and where did he die?

Answer: John Savage died roughly 20 years before Addie Savage at Annapolis, Maryland

Twenty-second Question: At the time of her death, did the said Addie Savage leave surviving her any child or children or lineal descendants (including descendants of any deceased child or children of said Addie Savage)?

Answer: No

Twenty-third Question: What was the name of the father of your said wife, Grace Lillian Hamilton, and of her sister, Addie Savage, and approximately when and where did he die?

Answer: His last name was Humphrey. Don't know his first name. He died many years before Amanda Bradley and was Amanda Bradley's first husband. Can not remember date or place of his death.

42

Twenty-fourth Question: Do you know, or do you have possession of, the names and/or addresses of, or any information pertaining to, the parents of the said Amanda Bradley or the parents of the father of said Grace Lillian Hamilton and Addie Savage, or of the descendants of either of said parents (other than said Amanda Bradley)?

Answer:

No

Twenty-Fifth Question: Do you know the names and addresses of any persons or parties who can furnish the information, names, and addresses requested in the twenty-fourth question?

Answer:

No

Twenty-Sixth Question: As far as you know, have letters of administration ever been granted upon the estates of Amanda Bradley, Grace Lillian Hamilton, and Addie Savage?

Answer:

No

Twenty-Seventh Question: In your opinion, is the property of which Amanda Bradley died seized and possessed and owning in fee simple which is more particularly described in the bill of complaint filed in this case susceptible of an advantageous partition in kind among and between the various heirs at law of your late wife, Grace Lillian Hamilton, and of her late sister, Addie Savage?

Answer:

No

43

Twenty-Eighth Question: Why do you say that this property could not be divided in kind between them.

Answer:

It was not large enough to divide.

Twenty-Ninth Question: What in your opinion is the best thing to do with this property at the present time.

Answer:

Sell the property to the highest bidder and divide the proceeds with the Welfare Board to receive their $9,314.16 and Charles R. Hamilton to receive the balance.

Thirtieth Question: 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. If not answer no.

Answer:

No

Charles R. Hamilton
Charles R. Hamilton

Signed and subscribed to before me, the undersigned Notary Public of the State of Illinois, in and for Cook County, authorized to administer oaths in said State and County by the laws of Illinois this 21st day of January, 1962.

Charlotte M Lindau
Notary Public

My commission expires: 8-5-65

44

STATE OF ILLINOIS, COUNTY OF Cook , TO WIT:

I, Charlotte M. Riordan, a Notary Public duly commissioned and qualified in and for the State and county aforesaid and duly authorized as such to administer oaths in said State and county by the Laws of Illinois, do hereby certify that there came before me on January 21st, 1962, at 1:45 o'clock, P. m, at Guadalupe Home, 6909 (W) North Ave Cook County, Illinois, the following named person to wit: Charles R. Hamilton, who first was by me duly sworn to answer all of the foregoing written questions truthfully, and to tell the truth, the whole truth, and nothing but the truth of his knowledge touching and concerning the matters asked by said questions, and that he was thereupon carefully asked each and all of the foregoing questions, under oath, exactly as the same were typed and in the order in which they were typed as above set forth, and his answers, under oath, were carefully and completely reported by me and reduced to writing by me in the spaces above provided, and that said answers above typed by me are a true record of the answers given by said witness exactly as he spoke the same under oath.

I further certify that I am neither attorney or counsel for or related to or employed by any of the parties to the action in which this deposition is taken, and, further, that I am not a relative or employee of any attorney or counsel employed by the parties interested in the action.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 21st day of January, 1962.

Charlotte M. Riordan
Notary Public of State of Illinois
in and for Cook County.

My commission expires: 8-5-65

45

LIBER 140 PAGE 144

(50¢ Rev. Stamp)

THIS DEED, made this 10th. day of August, 1920 by and between
Mary G. Merideth, his wife, Carrie W. Gott, wife of Winsen G. Gott, by Wi
Attorney in Fact, parties of the first part, Winsen G. Gott, party of the
W. Bradley and Amanda Bradley, his wife, parties of the third part, all of
Maryland, Witnesseth:-

WHEREAS, Carey L. Merideth and Winsen G. Gott are owners, as tenants in co
land situate on the south side of Spa Creek, near the village of Eastport, i
District of Anne Arundel County, Maryland, which was conveyed to them by Wil
widower, et al, by deed dated January 11, 1919, recorded among the Land Reco
County in Liber W.N.W. No. 6, folio 259; and

WHEREAS the said Carey L. Merideth and Winsen G. Gott have subdived said
ing lots, which they are now offering for sale, and in order to expedite the
deeds of said lots, as they are being sold, the said Carey L. Merideth, Mary G.
Carrie W.Gott, by their Power of Attorney, dated 28, April 1920. recorded among
Land Records in Liber W. N. W. No. 13, folio 186, appointed the said Winsen G.
Attorney-in-Fact to convey their interest in said lots to the purchaser or pur
NOW? THEREFORE, THIS DEED WITNESSETH:6 That for and in consideration of the sum
($10.00) and other good and valuable considerations, paid by the said parties o
to the said parties of the first and second part, the receipt whereof is hereby acknowle

8-31-1920. Delivered to Winsen G. Gott

LIBER 140 PAGE 145

ies of the first and second part do hereby grant and convey unto the said parties of the third part, as tenants by the entireties, their heirs or assigns,

ALL that lot of ground situate on the northeast side of a proposed street, 40 feet wide, [illegible] Boucher Street, and on the southwest side of Spa Creek, in the Second Election [illegible] Anne Arundel County, Maryland, designated as No. 9 on the plat of the subdivision [illegible] property, made by W.C. Monroe, Civil Engineer, February 1920, which said plat is [illegible] Plat Book S. W. No.1, Section 3, folio 202, of Anne Arundel County, and described as

[illegible] for the same at a point on the northeast side of said proposed street, 40 feet wide [illegible] from the north intersection of said proposed street and Boucher Street,- said [illegible] also being in the division line of the lot hereby intended to be conveyed, [illegible] shown on the aforesaid plat, -and running from thence with said division line [illegible] 74 feet to the shore line of Spa Creek; thence with the shore line of Spa Creek [illegible] feet more or less, to the division line of Lot No. 10 and the lot hereby in- [illegible]ded; thence with said division line southwesterly 143.68 feet to the north- [illegible] proposed street; thence with the northeast side of said proposed street [illegible] plat to the point of beginning. It being a portion of the property which was [illegible] Carey L. Meredith and Winson G. Gott as aforesaid.

[illegible] the buildings and improvements thereon, and the rights, roads, ways, waters, [illegible] thereto belonging, or in anywise appertaining.

[illegible] the above described lot of ground unto the proper use and benefit of [illegible] third part, as tenants by the entireties, their heirs or assigns,

[illegible] of the first and second part hereby covenant that they will warrant [illegible] hereby intended to be conveyed, and will execute such other and [illegible] as may be necessary.

[illegible] of the said grantors,

Carey L. Meredith

Mary G. Meredith

Carrie W. Gott

BY Winson G. Gott (SEAL)

Attorney-in-Fact

Winson G. Gott. (SEAL)

[illegible] County, To-wit:-

[illegible] 18th. day of August, 1920, before me, a Notary Public of the [illegible] County aforesaid, personally appeared Winson G. Gott, for [illegible] as aforesaid, and acknowledged the aforegoing deed to be his

Thomas O. Gott.

Notary Public.

[illegible] A.M./

47

13

LIBER 140 PAGE 146

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....**Deed**.....is truly taken and copied from Liber.**W.N.W.**., No.....**22**....., folio....**210**....., 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.....**25th**day of.**January**....., A. D., 196**2**.

George T. Cromwell

Clerk of the Circuit Court for Anne Arundel County

47

LIBER 140 PAGE 147

State of Maryland
Anne Arundel Co. } **ss.**

On the 26th day of Aug one thousand nine hundred and Sixty, before me, the subscriber, Register of Wills for said County, personally appeared Bruce Sanders for Kalton's Florist and made oath in due form of law that the foregoing bill is just and true; and that to the best of his knowledge and belief no part of the money intended to be secured by said instrument has been received, or any security or satisfaction given for the same, except what (if any) is credited.

Sworn before the subscriber. Jan Edith Hatch

Register of Wills for Anne Arundel County.

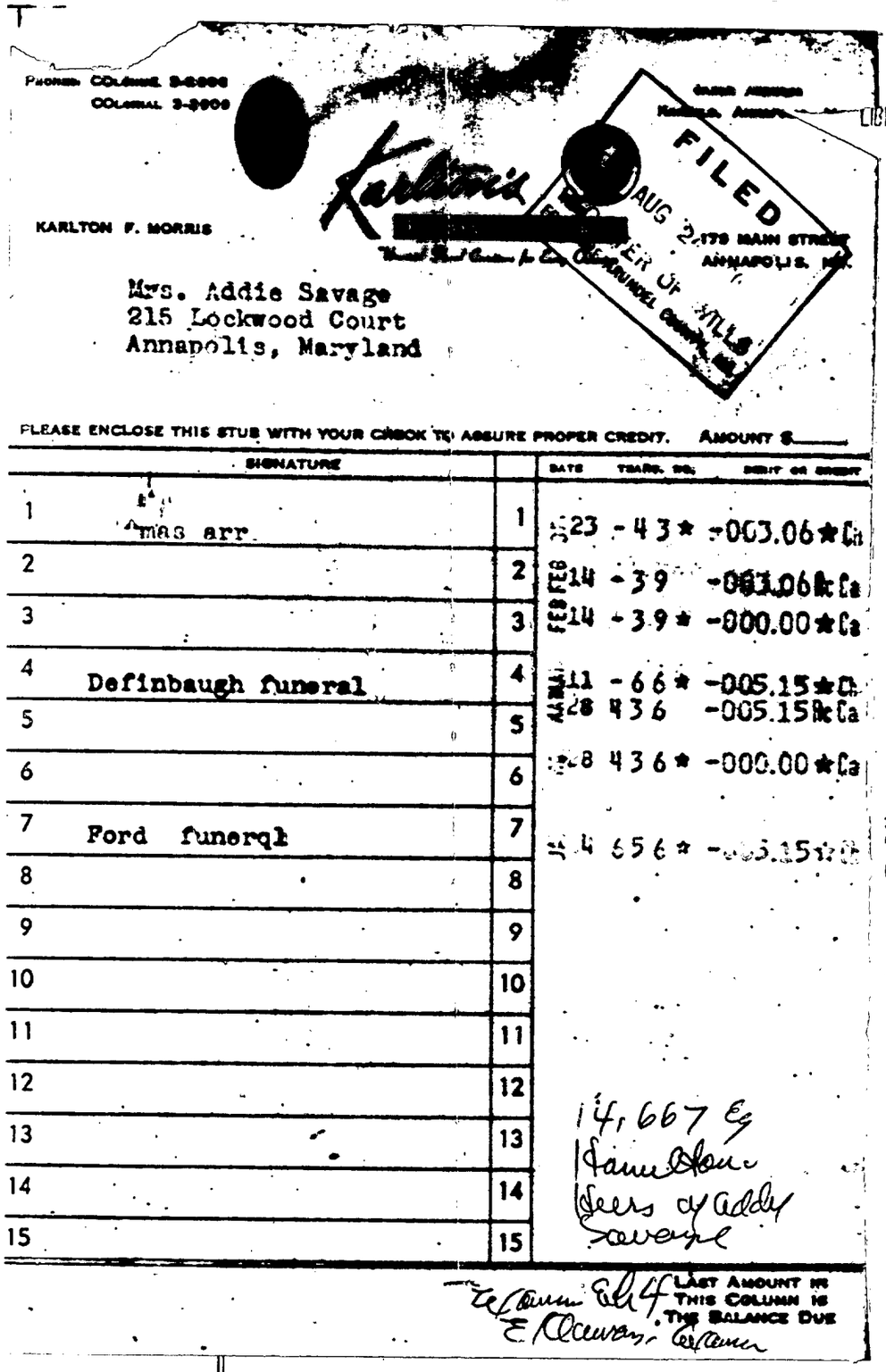
PHONES: COLONIAL 3-2000
COLONIAL 3-2000

CASH ADDRESS
KARLTON, ANNAPOLIS

Karlton's

[redacted]

KARLTON F. MORRIS



179 MAIN STREET
ANNAPOLIS, MD.

FILED
AUG 2
REGISTER OF WILLS
ANNE ARUNDEL COUNTY, MD.

Mrs. Addie Savage
215 Lockwood Court
Annapolis, Maryland

PLEASE ENCLOSE THIS STUB WITH YOUR CHECK TO ASSURE PROPER CREDIT. AMOUNT $_____

	SIGNATURE		DATE	TRANS. NO.	DEBIT OR CREDIT
1	mas arr	1	23	-43*	-003.06*Ca
2		2	FEB 14	-39	-003.06 Rc Ca
3		3	FEB 14	-39*	-000.00*Ca
4	Definbaugh funeral	4	11	-66*	-005.15*Ch
5		5	28	436	-005.15 Rc Ca
6		6	28	436*	-000.00*Ca
7	Ford funerql	7	4	656*	-005.15*Ch
8		8			
9		9			
10		10			
11		11			
12		12			
13		13			
14		14			
15		15			

14,667 Eq
Hamilton
Heirs of Addie
Savage

Examiner Ech 4
E Clawans Examiner

LAST AMOUNT IN THIS COLUMN IS THE BALANCE DUE

LIBER 140 PAGE 148

CLAIM

Karlton's
vs
Addie Savage
Voucher Dk R6P#1
Folio 293
Amount $5.15
Filed 8-26-60

This claim will pass when paid by order of Court, this 30th day of Aug 1960

Evelyn M. Smith CT

Harriet I. Frey AT

_____ AJ

14,667 Eq
Hamilton
Heirs of Addie Savage

Examiner's Ech-4
E Clawans
Examiner

48

LIBER 140 PAGE 149

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * * *

D E C R E E

This cause standing ready for hearing and being submitted, all of the proceedings were by the Court read and considered.

It is thereupon this 19th day of February, in the year Nineteen Hundred Sixty-two by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that there is due to the Anne Arundel County Welfare Board from the estate of Addie Savage, Deceased, the sum of Nine Thousand, Three Hundred Fourteen Dollars and Sixteen Cents ($9,314.16) for Old Age Assistance Benefits and that there are no funds or personal estate of the said Addie Savage with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the real estate mentioned in these proceedings be sold; and that Marvin H. Anderson be, and he is hereby appointed Trustee to make such sale; and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of five thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or

FILED
1962 FEB 20 AM 10:23

decree in the premises; he shall then proceed to make the said sale, after having first given notice by advertisement of the time, place, and terms of sale in a newspaper published in this county at least once in each of three successive weeks, the first publication to be not less than twenty days prior to the sale and the last such publication to be not more than one week prior to the sale, and such other notice as he may think proper, the terms of which said sale shall be as follows:

A deposit of One Thousand Dollars ($1,000.00) of the amount of the purchase money to be paid in cash on the day of the sale and the balance in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale at the rate of Six Per Centum (6%) per Annum; and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any said sale or sales, the Trustee shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, and not before, the said Trustee, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims

50

of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the cost of this suit.

And it appearing to the Court that there has been no administration upon the estates of Addie Savage, Grace Lillian Hamilton, and Amanda Bradley, the said Trustee is directed during the time the notice of the sale is published in the newspaper to give notice to each of their respective creditors to file their claims in this Court in the office of the Clerk thereof, within ninety days (90) of the first insertion of said Notice to Creditors.

Matthew L. Evans
Judge

51

LIBER 140 PAGE 152

NOTICE TO CREDITORS

CHARLES R. HAMILTON and another vs. The Unknown Heirs of ADDIE SAVAGE, deceased, etc. NO. 14,667 EQUITY, IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The undersigned Trustee in the above-named case, pursuant to a Decree of the Circuit Court for Anne Arundel County, passed on the 19th day of February, 1962, hereby gives notice to all persons having claims against the estates of Addie Savage, Grace Lillian Hamilton, and Amanda Bradley, late of Anne Arundel County, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County in the above-mentioned case on or before the 30th day of March, 1962.

Not in accordance with decree

Marvin H. Anderson, Trustee

Marvin H. Anderson, Trustee

(To be published in the Maryland Gazette once each week for four sucessive weeks, the first insertion to appear March 8, 1962

52

LIBER 140 PAGE 153

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
Respondents	*	

LIBER 11 PAGE 266

* * *** * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin H. Anderson of Annapolis, Anne Arundel County, Maryland, as principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Law of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5,000.00) Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors, or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of February, in the year of our Lord one thousand and nine hundred and sixty-two.

WHEREAS, the above bounden Marvin H. Anderson was appointed Trustee by virtue of a Decree of the Honorable, the Judge of the Circuit Court of Anne Arundel County, dated February 19, 1962, to make sale of the property mentioned in the proceedings in the case of Charles R. Hamilton, et al, Complainants vs. The Unknown Heirs of Addie Savage, deceased, etc., Respondents, known as 14,667 Equity now pending in said Court.

FILED

1962 MAR -2 PM 2:43

53

LIBER 11 PAGE 267

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

Signed, Sealed and delivered in the presence of

Myrtle Stevens

Marvin H. Anderson (SEAL)

NATIONAL SURETY CORPORATION

By Marvin H. Anderson

Bond approved this 2nd day of March, 1961

George T. Cromwell, Clerk

54

Evening Capital

LIBER 140 PAGE 155

OFFICE OF COUNTY SOLICITOR
LAW DEPARTMENT
Court House
Annapolis, Maryland

TRUSTEE'S SALE

of valuable improved waterfront property fronting on Spa Creek and on northeast side of Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, known as 215 Lockwood Street

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending where Charles R. Hamilton, and another, are the complainants and the unknown heirs of Addie Savage, deceased, etc., are respondents, entitled No. 14,667 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, APRIL 3, 1962

At 11:00 o'clock A. M.

All that lot of ground situate on the northeast side of Lockwood Street, 40 feet wide, leading from Boucher Street, and on the southwest side of Spa Creek, in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, at Eastport, which is known and designated as Lot No. 9, on the plat of the subdivision of the Boucher property, made by W. C. Monroe, Civil Engineer, dated February, 1920, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 16, Page 7

1962 MAR -5 PM 3:39

55

and which is more particularly described in the deed from Carey L. Meredith and wife and others to Isaac W. Bradley and Amanda Bradley, his wife, dated August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 22, Folio 210, the improvements thereon are now known as 215 Lockwood Street, Eastport.

Improved by a one-story frame cottage, consisting of four rooms.

TERMS OF SALE: One thousand ($1000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN H. ANDERSON
Trustee

(To be inserted in Evening Capital once a week for four successive weeks on Thursday, beginning Thursday, March 8, 1962)

56

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * *** * * *

PETITION OF CAROLINE B. McCAULEY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Caroline B. McCauley filed in this cause on her behalf by her son, George A. McCauley, respectfully shows unto Your Honors:

1. That this Honorable Court has passed its final decree in this cause dated February 19, 1962.

2. That the said Caroline B. McCauley, who is now ninety years of age, is a sister of Amanda Bradley mentioned in the pleadings and testimony heretofore filed in this cause.

3. That the said Caroline B. McCauley has been a patient at Spring Grove State Hospital, Catonsville, 28, Maryland, where she now resides, and has been suffering from amnesia for two or three years prior hereto and is, therefore, mentally incompetent, but that no guardian, committee, or trustee has been appointed for the said Caroline B. McCauley.

4. That the said George A. McCauley is a son of the said Caroline B. McCauley and that the said Caroline B. McCauley resided with the said George A. McCauley before she was admitted to Spring Grove State Hospital.

5. That in addition to the said Caroline B. McCauley and Amanda Bradley, John Parker and Fanny Purdy Parker, his wife,

FILED

1962 MAR 19 PM 2:00

51

the mother and father of the said Caroline B. McCauley and Amanda Bradley, had one other child, a son, whose name was William Parker, and that the said William Parker died more than forty years ago at Annapolis, Maryland, while unmarried and left surviving him no lineal descendants or children, and that the said William Parker died after his said mother and father, leaving surviving him as his only heirs at law, his said two sisters, Caroline B. McCauley and Amanda Bradley.

6. That the only heir at law of the said Addie Savage mentioned in the pleadings and testimony heretofore filed in this cause who was living at the time of the death of the said Addie Savage was her aunt, the said Caroline B. McCauley.

WHEREFORE, your Petitioner prays that this Honorable Court may pass an order in the premises directing the Clerk of this Court to add the name of the said Caroline B. McCauley as an additional respondent in this cause and to issue the writ of summons against the said Caroline B. McCauley, incompetent, directing the Sheriff of Baltimore County to serve the same, together with a copy of the Bill of Complaint in this cause upon the said Caroline B. McCauley, and also upon the Superintendent of Spring Grove State Hospital, Catonsville 28, Maryland, the adult person with whom the said incompetent respondent now resides and appointing a guardian ad litem to appear and answer for the said incompetent respondent, Caroline B. McCauley, and authorizing the said guardian ad litem to file an answer or other pleading to the said Bill of Complaint nunc pro tunc as if the said answer or other pleading had been filed in this cause before this Honorable Court passed its said Final Decree dated February 19, 1962.

AND, AS IN DUTY BOUND, etc.

54

George A. McCauley

Geo rge A. McCauley
Filed for an on behalf of Caroline B. McCauley as her Son and Next Friend

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 19th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared George A. McCauley, the person whose name was heretofore signed to this Petition in my presence, and he made oath in due form of law that he is the son of Caroline B. McCauley, and he further made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information, and belief.

As witness my hand and seal notarial.

Marian B. Stoltz

Notary Public

O R D E R

Upon the foregoing Petition and affidavit, it is this 19th day of March, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Clerk of this Court be and he is hereby directed to add Caroline B. McCauley as a party respondent in this cause and to issue the writ of summons for the said Caroline B. McCauley, and that the Sheriff of Baltimore County

59

serve a copy of the Bill of Complaint in this cause, together with the writ of summons for said Caroline B. McCauley upon the said Caroline B. McCauley and also upon the Superintendent of Spring Grove State Hospital, Catonsville 28, Maryland, as the adult person with whom the said Caroline B. McCauley now actually resides. And it is further ORDERED that George A. McCauley be and he is hereby appointed guardian ad litem for the said incompetent respondent, Caroline B. McCauley, to appear and answer for the said incompetent respondent, Caroline B. McCauley, after she has been duly served and summoned as aforesaid, and the said guardian ad litem is hereby authorized to file an answer or other pleading in this cause nunc pro tunc as if said answer or other pleading had been filed in this cause before this Court passed its final decree dated February 19, 1962.

Judge

FILED
1962 MAR 19 PM 2:35

60

LIBER 140 PAGE 161

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
	*	IN
Complainants	*	THE CIRCUIT COURT
vs	*	FOR
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	ANNE ARUNDEL COUNTY
	*	
Respondents	*	

* * * * *

ANSWER OF STATE'S ATTORNEY FOR ANNE ARUNDEL COUNTY
FILED ON BEHALF OF UNKNOWN RESPONDENTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of C. Osborne Duvall, State's Attorney for Anne Arundel County, filed on behalf of The Unknown Heirs of Addie Savage, deceased, formerly of 215 Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, respectfully shows unto Your Honors:

1. That he has examined all of the pleadings and other papers filed in this cause and has been unable to ascertain the names or the addresses of any of the heirs of Addie Savage, deceased, if in fact, any are now living, from the said pleadings and other papers filed in this cause and that he has no personal knowledge or information pertaining to the same.

2. That the said respondents being unknown to said State's Attorney, he can neither admit nor deny any of the matters or things in said Bill alleged and submits their rights thereunder to the protection of the Court.

C. Osborne Duvall
State's Attorney for Anne
Arundel County

FILED

1962 MAR 27 PM 4:04

61

LIBER 140 PAGE 162

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
Complainants	*	IN
vs.	*	THE CIRCUIT COURT
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	FOR ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Caroline B. McCauley, one of the Respondents in this cause, by George A. McCauley, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Charles R. Hamilton and another, against her in this Court exhibited, respectfully shows:

The said Respondent, being incompetent, can neither admit nor deny any of the matters or things in said Bill alleged and submits her rights thereunder to the protection of this Court.

AND, AS IN DUTY BOUND, etc.

George A. McCauley
George A. McCauley
Guardian Ad Litem

Mr. Clerk:

You will please file the above answer nunc pro tunc as if the said answer had been filed in this cause before this Court passed its final decree dated February 19, 1962.

George A. McCauley
George A. McCauley
Guardian Ad Litem

FILED
1962 APR-2 PM 2:14

62

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 163

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1962

We hereby certify, that the annexed

Notice To Creditors

Eq. 14,667

Addie Savage

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

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1962 APR -3 AM 10:59

No. M. G. 28652

63

Notice To Creditors

CHARLES R. HAMILTON and another vs. The Unknown Heirs of ADDIE SAVAGE, deceased, etc. NO. 14,667 EQUITY, IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The undersigned Trustee in the above-named case, pursuant to a Decree of the Circuit Court for Anne Arundel County, passed on the 19th day of February, 1962, hereby gives notice to all persons having claims against the estates of Addie Savage, Grace Lillian Hamilton, and Amanda Bradley, late of Anne Arundel County, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County in the above-mentioned case on or before the 30th day of March, 1962.

MARVIN H. ANDERSON
Trustee

M-29

OFFICE OF COUNTY SOLICITOR
LAW DEPARTMENT
Court House
Annapolis, Maryland

LIBER 140 PAGE 164

TRUSTEE'S SALE

OF VALUABLE IMPROVED WATERFRONT PROPERTY FRONTING ON SPA CREEK AND ON NORTHEAST SIDE OF LOCKWOOD STREET, EASTPORT, ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND, KNOWN AS 215 LOCKWOOD STREET

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending where Charles R. Hamilton, and another, are the complainants and the unknown heirs of Addie Savage, deceased, etc., are respondents, entitled No. 14,667 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, APRIL 3, 1962

AT 11:00 O'CLOCK A. M.

All that lot of ground situate on the northeast side of Lockwood Street, 40 feet wide, leading from Boucher Street, and on the southwest side of Spa Creek, in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, at Eastport, which is known and designated as Lot No. 9, on the plat of the subdivision of the Boucher property, made by W. C. Monroe, Civil Engineer, dated February, 1920, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 16, Page 7 and which is more particularly described in the deed from Carey L. Meredith and wife and others to Isaac W. Bradley and Amanda Bradley, his wife, dated August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 22, Folio 210, the improvements thereon are now known as 215 Lockwood Street, Eastport.

Improved by a one-story frame cottage, consisting of four rooms.

TERMS OF SALE: One thousand ($1000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

FILED
1962 APR -3 PM 12:12

MARVIN H. ANDERSON
Trustee

(64)

CERTIFICATE OF PURCHASER(S) LIBER 140 PAGE 165

(We) ~~(I)~~ (Wilbur Stewart Brandenburg and Bertie I. Brandenburg, his wife)

hereby certify that (we) ~~(I)~~ (_____) have this day purchased at public auction from Marvin H. Anderson, Trustee, the property described on the handbill shown on the reverse side hereof at and for the price of Six Thousand Three Hundred Dollars, and (we) ~~(I)~~ (_____) hereby agree ~~(s)~~ to comply with the terms of sale as shown on the reverse side hereof.

WITNESS ~~(my)~~ (our) hand(s) and seal(s) (~~the corporate name of~~ _____, ~~By~~ _____, ~~its~~ _____) this third day of April, 1962.

WITNESS:

Marvin H. Anderson

Wilbur Stewart Brandenburg (SEAL)

Bertie I. Brandenburg (SEAL)

_____

By _____

CERTIFICATE OF AUCTIONEER

I hereby certify that I have this day sold at public auction for Marvin H. Anderson, Trustee, the real estate described on the handbill shown on the reverse side hereof to Wilbur Stewart Brandenburg and Bertie I. Brandenburg his wife at and for the price of Six Thousand Three Hundred Dollars, (~~he~~)(~~she~~) (they) (~~it~~) being at that price the highest bidders therefor.

WITNESS my hand and seal this third day of April, 1962.

George W. Scible (SEAL)
George W. Scible, Auctioneer

FILED
1962 APR -3 PM 12:12

45

LIBER 140 PAGE 166

CHARLES R. HAMILTON and another	&	NO. 14,667 EQUITY
Complainants	*	IN
vs.	*	THE CIRCUIT COURT
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * *** * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin H. Anderson, Trustee in this case to make sale of the real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door, Annapolis, Maryland, on Tuesday, April 3, 1962, at 11 o'clock, A.M., the time and place so advertised, and then and there proceeded to sell said real estate described as follows: All that lot of ground situate on the northeast side of Lockwood Street, 40 feet wide, leading from Boucher Street, and on the southwest side of Spa Creek, in the Sixth(formerly Second) Election District of Anne Arundel County, Maryland, at Eastport, which is known and designated as Lot No. 9, on the plat of the subdivision of the Boucher property, made by W. C. Monroe, Civil Engineer, dated February, 1920, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 16, Page

FILED
1962 APR -3 PM 12:12

7 and which is more particularly described in the deed from Carey L. Meredith and wife and others to Isaac W. Bradley and Amanda Bradley, his wife, dated August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 22, Folio 210, the improvements thereon are now known as 215 Lockwood Street, Eastport, to Wilbur Stewart Brandenburg and Bertie I. Brandenburg, his wife for the sum of Six Thousand Three Hundred ($6,300.00) Dollars, ~~he~~ they being the highest bidder(s) for said property.

And your Trustee files herewith as exhibit the agreement of purchaser marked M.H.A. No. 1, with Report of Sale.

The price obtained for the property is fair and reasonable and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin H. Anderson

Marvin H. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 3rd day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin H. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal notarial.

Maria B. Stockett

Notary Public

61

ORDER NISI

CHARLES R. HAMILTON and another

versus

The Unknown Heirs of ADDIE SAVAGE, deceased, etc.

LIBER 140 PAGE 168

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,667 Equity

Ordered, this 3rd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by MARVIN H. ANDERSON, Trustee

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 $6,300.00

George T. Bramwell Clerk.

True Copy,

TEST: Clerk.

MAVIN H. ANDERSON, ATTY. "Evening Capital" (For April 5th Edition)

(Final Order)

CHARLES R. HAMILTON and another

versus

The Unknown Heirs of ADDIE SAVAGE, deceased, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th 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 -9 PM 12:16

68

OFFICE OF COUNTY
SOLICITOR LAW
DEPARTMENT
Court House
Annapolis, Maryland

Trustee's Sale

of valuable improved waterfront property fronting on Spa Creek and on northeast side of Lockwood Street, Eastport, Annapolis, Anne Arundel County, Maryland, known as 215 Lockwood Street.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending where Charles R. Hamilton, and another, are the complainants and the unknown heirs of Addie Savage, deceased, etc., are respondents, entitled No. 14,667 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

Tuesday, April 3, 1962
At 11:00 o'clock A.. M.

All that lot of ground situate on the northeast side of Lockwood Street, 40 feet wide, leading from Boucher Street, and on the southwest side of Spa Creek, in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, at Eastport, which is known and designated as Lot No. 9. on the plat of the subdivision of the Boucher property, made by W. C. Monroe, Civil Engineer, dated February, 1920, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 16, Page 7 and which is more particularly described in the deed from Carey L. Meredith and wife and others to Isaac W. Bradley and Amanda Bradley, his wife, dated August 10, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 22, Folio 210, the improvements thereon are now known as 215 Lockwood Street, Eastport.

Improved by a one-story frame cottage, consisting of four rooms.

TERMS OF SALE: One thousand ($1000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

MARVIN H. ANDERSON
Trustee
GEORGE W. SCIBLE
Auctioneer M-29

No. 64

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 169

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1962

We hereby certify, that the annexed

Trustee's Sale 14,667

Addie Savage

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of April, 1962. The first insertion being made the 8th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1962 APR. -3 PM 1:23

By Hazel Tilghman

CHARLES R. HAMILTON and another	*	NO. 14,667 EQUITY
Complainants	*	IN THE
-vs-	*	CIRCUIT COURT
The Unknown Heirs of ADDIE SAVAGE, deceased, etc.	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of April, in the year nineteen hundred and sixty-two, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Wilbur Stewart Brandenburg and Bertie I. Brandenburg, his wife, who made oath in due form of law that they are the purchasers of the property described in these proceedings, that at the time they purchased the said property, they were not acting as agents for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that they have not directly or indirectly discouraged anyone from bidding for the said property.

As witness my hand and seal Notarial.

Raymond S. Coffin
Notary Public

My Commission Expires:
May 6, 1963

ROSE MUNDO COFFIN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1962 APR 16 PM 3:42

70

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 171

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,667

Addie Savage, (deceased)

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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. 14,667 Equity
CHARLES R. HAMILTON and another

VERSUS

The Unknown Heirs of ADDIE SAVAGE, deceased, etc.

Ordered, this 3rd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by MARVIN H. ANDERSON, Trustee 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 $6,300.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

A-26

No. M. G. 27901 1962 MAY -8 PM 1:25

71

In the Case of LIBER 140 PAGE 172

Charles R. Hamilton and

Anne Arundel County Welfare Board

VS.

The Unknown Heirs of Addie Savage, deceased

etal

In the

Circuit Court

For

Anne Arundel County

No. 14,667 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.

FILED
1962 JUN -1 PM 1:11

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th 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: , deputy

FILED
1962 JUN 19 AM 9:28

Dr. Charles R. Hamilton etal vs Unknown Heirs of Addie Savage, deceased

In Acct. with Marvin H. Anderson, Trustee

					Cr.	
	By	Amount of Sale as per Trustee's Report of sale, filed	6,300	00		
	By	Interest on deferred payment 6% on $5300.00 from 4/3/62 to 5/10/62	32	66		
	By	Adjustment 1962 County & State Taxes	33	91		
	By	Adjustment of 1961 City of Annapolis taxes	7	75		
					6,374	32
	To	Trustee, for commissions viz.	219	98		
					219	98
	To	Trustee for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Emanuel Klawans, Examiner's fee	10	00		
		Conchita Tuers, Stenographer's fee	16	00		
		Clerk, court costs	127	95		
		Auditor, this account	67	50		
					231	45
	To	Trustee for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Notice to creditors	20	00		
		Advertising - sale	66	52		
		Order Nisi - sale	15	00		
		Order of Publication	154	00		
		Comm. of Land office - photocopy	1	00		
		Clerk of Court, certified copies	2	25		
		Whitmore Printing Co.- handbills	18	54		
		National Surety Corp. Trustee's bond	20	00		
		George W. Scible - Auctioneer's fee	100	00		

		½ Federal & State Revenue stamps	10	73		
		1960 State & County taxes	62	44		
		1961 State & County taxes	44	82		
		1962 State & County taxes	45	19		
		1960 City of Annapolis taxes	33	85		
		1961 City of Annapolis taxes	32	00		
		Appraiser's fees	30	00		
		E. J. Chaffon, title examination	25	00		
					681	34
		This amount for distribution	5,241	55		
	To	Charles R. Hamilton, surviving husband of Grace L. Hamilton, who died intestate 4/29/57 entitled to ½ of the above balance for distribution $2000.00 plus ½ of the surplus of said share over $2000.00 $2,310.38				
		Less 1% Inheritance tax 23.10				
			2,287	28		
	To	Heirs at law and/or creditors of Addie Savage, who died intestate 5/23/60 entitled to ⅓ of the above balance for distribution- $2,620.78				
		plus ½ of the surplus of the share of Grace L. Hamilton over $2000.00 310.39				
		$2,931.17				
		Less				
		1% Inheritance tax on $2620.77 26.21				
		7½% Inheritance tax on $310.39 23.28 49.49				
		2,881.68				
	To	John M. Taylor & Sons, claim filed, balance of funeral bill	187	07		

		440 - 475				
	To	Anne Arundel County Welfare Board,				
		on account of claim filed	2,694	61		
	To	Register of Wills of Anne Arundel				
		County, total Inheritance tax				
		allowed above	72	59		
					5,241	55
					6,374	32
74						

LIBER 140 PAGE 176

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGE REAL ESTATE OF	:	FOR
MARY B. JONES	:	ANNE ARUNDEL COUNTY
		NO. 14,531 EQUITY

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage in this foreclosure suit.

E. Austin Carlin

E. AUSTIN CARLIN, Assignee of said Mortgage
4641 Montgomery Avenue
Bethesda, Maryland
OLiver 2-2524

LAW OFFICES OF
MEATYARD AND
CARLIN
BETHESDA, MARYLAND

FILED

1961 AUG -7 AM 9:42

LIBER 140 PAGE 177
BOOK 1496 PAGE 413

no. 14,531.

ASSIGNMENT OF MORTGAGE

This Assignment made by and between GEORGE W. LLOYD and OLWEN PHILLIPS LLOYD, his wife, hereinafter called assignors, and E. AUSTIN CARLIN, hereinafter called assignee.

WHEREAS by mortgage dated the 26th day of January, 1959 MARY B. JONES, mortgagor and GEORGE W. LLOYD and OLWEN PHILLIPS LLOYD, his wife, were the mortgagees and whereas, by agreement and the terms of said mortgage, it was lawful for the said GEORGE W. LLOYD and OLWEN PHILLIPS LLOYD, his wife or assigns to sell the property set forth in the mortgage in the event of default of the mortgage debt and said mortgage default having occurred and pursuant to the terms of the mortgage the said GEORGE W. LLOYD AND OLWEN PHILLIPS LLOYD, his wife, do hereby assign all of their rights, title and interest in the mortgage from MARY B. JONES to GEORGE W. LLOYD and OLWEN PHILLIPS LLOYD, his wife, dated January 26, 1959, recorded in Book 1271, page 320 of the Land Records of Anne Arundel County, Maryland, to E. AUSTIN CARLIN, Attorney, for the purpose of foreclosure.

Witness our hands and seals.

Witness:
Thelma D. Taylor as to GWL
Thelma D. Taylor as to OPL

George W. Lloyd (SEAL)
GEORGE W. LLOYD
Olwen Phillips Lloyd (SEAL)
OLWEN PHILLIPS LLOYD

STATE OF _____
COUNTY OF _____

On this 27 day of June, 1961, before me a Notary Public, the undersigned officer, personally appeared GEORGE W. LLOYD and OLWEN PHILLIPS LLOYD, his wife, known to me, or satisfactorily proven, to be the persons whose names subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Constance P. Massey
Notary Public

My Commission Expires: February 15, 1965

Recorded Aug. 7, 1961 at 9:45 A.M.
& Filed in Equity #14531

J.S.C.

LAW OFFICES OF
MEATYARD AND
CARLIN
BETHESDA, MARYLAND

MORTGAGE FEE—CITY OR COUNTY—Form 3.

No. 14,531 Equity

LIBER 140 PAGE 178

BOOK 1271 PAGE 320

Purchase money

THIS MORTGAGE, Made this 26th day of January

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

MARY B. JONES

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

GEORGE W. LLOYD and OLWEN PHILLIPS LLOYD, his wife, Mortgagees, of the second part:

Whereas, the said Mortgagor is indebted unto the said Mortgagees in the full and just sum of Nine Thousand Dollars ($9,000.00), as evidence of which the said Mortgagor has this day passed to the said Mortgagees her promissory note for said sum, payable ten years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid and any extension or renewal of said years, the said Mortgagor shall pay the monthly sum of SEVENTY FIVE DOLLARS ($75.00) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagor 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 amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagor by deed of even date herewith.

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

do es grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in the Eighth Elect. Dist., the County aforesaid, and described as follows, to wit:—~~Beginning for~~

KNOWN AND DESIGNATED as Lots Nos. 3, 4 and 5, Block F, as shown on a plat of Fair Haven Cliffs recorded among the Plat Records of Anne Arundel County in Plat Book 1, Folio 26.

BEING the same property conveyed to the within-named Mortgagor by George W. Lloyd and Olwen Phillips Lloyd, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 AUG -7 AM 9:42

3

LIBER 140 PAGE 179

BOOK 1271 PAGE 321

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 the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagor, her heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Nine Thousand ---------- 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 her part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents 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 hereby also authorize s the said Mortgagee s, their heirs, personal representatives, or ass s, or Wm. W. Townshend, Jr., duly authorized Attorney or Agent

of the said Mortgagees, 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 One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, her heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for herself, her 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 for herself, her heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Wm. W. Townshend, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

And the said part y of the first part further covenant s 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 Nine Thousand ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hand and seal of the said Mortgagor:

TEST:

Alice Gary

Mary B. Jones [SEAL]
Mary B Jones

[SEAL]

[SEAL]

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 26th day of January in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary B. Jones the Mortgagor named in the foregoing Mortgage, and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared George W. Lloyd and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Alice Gary, Notary Public

Rec'd for record Feb. 4, 1959 at 3:34 P.M.

Mailed to William W. Townshend, Jr. 7.50

LIBER 140 PAGE 181

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGE REAL ESTATE OF	:	FOR
MARY B. JONES	:	ANNE ARUNDEL COUNTY
		No. 14531 EQUITY

STATEMENT OF INDEBTEDNESS
UNDER RULE 1391, Section 3 C
MARYLAND RULES OF PROCEDURE

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I, ROBERT R. FURMAN, duly authorized agent for George W. Lloyd and OLWEN P. Lloyd, his wife, do hereby make oath that I am authorized to make this statement as agent and have personal knowledge of the facts therein. That there is due and owing, under a certain promissory note dated January26, 1959 secured by mortgage recorded in Book 1271 Page 320 one of the Land Records for Anne Arundel County, Maryland, the principal sum of $8,759.69 plus interest from August 12, 1960 to July 12, 1961, in the sum of $489.10. Total $9,248.79 and that the same is due and payable.

Robert R. Furman (Seal)
ROBERT R. FURMAN

Subscribed and Sworn to, before me, a Notary Public on this the 17th day of July, 1961.

Gloria M. Hoppe Notary Public

My Commission Expires: 5-6-63

Law Offices of
MEATYARD AND
CARLIN
Bethesda, Maryland

FILED

1961 AUG -7 AM 9:42

6

Bond no. 75 38 908

Eq. 14,531

Fidelity and Deposit Company

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

LIBER 140 PAGE 182

LIBER 11 PAGE 93

KNOW ALL MEN BY THESE PRESENTS:

That we, E. Austin Carlin, 4641 Montgomery Avenue, Bethesda, 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 Thirteen Thousand and 00/100 ($13,000.00) - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of August in the year of our Lord 1961

Whereas, the above bounden E. Austin Carlin by virtue of the power contained in a mortgage from Mary B. Jones to George W. Lloyd and Olwen Phillips Lloyd bearing date the 26th day of January, 1959 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1271 Folio 320 and E. Austin Carlin 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 E. Austin Carlin 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 E. Austin Carlin 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:

E W Maxwell (signature)
E W MAXWELL

E. Austin Carlin (signature) (SEAL)
E. Austin Carlin

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diane E. Anthony (signature)
Diane E. Anthony *As to Surety*

By John W. Harrison, Jr. (signature)
John W. Harrison, Jr. *Attorney-in-Fact*

MD3228a—500, 10-57 147655
Mortgagee's or Attorney's Bond

FILED
1961 AUG 31 PM 2:41

Bond approved this 31 day of August, 1961
George T. Cromwell (signature), Clerk

7

E. Austin Carlin, Attorney
4641 Montgomery Avenue
Bethesda, Maryland

ASSIGNEE'S SALE

DESIRABLE FEE SIMPLE DWELLING PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Mary B. Jones to George W. Lloyd and Olwen Phillips Lloyd, his wife, dated January 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1271, folio 320 (default having occurred thereunder) and being duly assigned to E. Austin Carlin, the undersigned Assignee who will sell at public auction at the Court House door, Church Circle, Annapolis, Maryland, on

TUESDAY, SEPTEMBER 5, 1961 AT 11 O'CLOCK A.M.

All those Lots lying in the 8th Election District in Anne Arundel County, Maryland, aforesaid and described as follows:

Lots Nos. 3, 4 and 5 Block F, as shown on the Plat of Fair Haven Cliffs, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 1, Folio 26.

Being the same property conveyed to the within named Mary B. Jones by George W. Lloyd and Olwen Phillips Lloyd, his wife, by a Deed of even date and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The improvements on the aforesaid property consist of two dwelling units, each of stucco construction on masonry, a frame asphalt shingle roof, stucco interior walls, screens on all openings, kitchen fully equipped, no basement. The larger house consists of living room, kitchen, two bedrooms and bath, the smaller house consists of living room, one bedroom and bath. There is a well and two septic tanks.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, public charges and other assessments to be adjusted at date of sale.

E. Austin Carlin, Assignee
4641 Montgomery Avenue
Bethesda, Maryland

ROBERT CAMPBELL
AUCTIONEER

To Aug. 31

No. 14,531 Equity

OFFICE OF

The ANNE ARUNDEL STAR

LIBER 140 PAGE 183

GLEN BURNIE, MD., September 1, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Assignee's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 1st day of September 1961, that is to say the same was inserted in the issues of August 10,17,24,31, 1961

STROMBERG PUBLICATIONS, Inc.

Publisher.

FILED
1961 SEP 13 A.M. 9:08 By Edith Greenwood

4

LIBER 140 PAGE 184

ROBERT H. CAMPBELL - - - - Auctioneer

ASSIGNEE'S SALE

DESIRABLE

FEE SIMPLE DWELLING PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Mary B. Jones to George W. Lloyd and Olwen Phillips Lloyd, his wife, dated January 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1271, folio 320 (default having occurred thereunder) and being duly assigned to E. Austin Carlin, the undersigned Assignee who will sell at public auction at the Court House door, Church Circle, Annapolis, Maryland on

TUESDAY, SEPTEMBER 5, 1961

AT 11 O'CLOCK A. M.

All those lots lying in the 8th Election District in Anne Arundel County, Maryland, aforesaid and described as follows:

Lots Nos. 3, 4 and 5 Block F, as shown on the Plat of Fair Haven Cliffs, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 1, Folio 26.

Being the same property conveyed to the within named Mary B. Jones by George W. Lloyd and Olwen Phillips Lloyd, his wife, by a Deed of even date and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The improvements on the aforesaid property consist of two dwelling units, each of stucco construction on masonry, a frame asphalt shingle roof, stucco interior walls, screens on all openings, kitchen fully equipped, no basement. The larger house consists of living room, kitchen, two bedrooms and bath, the smaller house consists of living room, one bedroom and bath. There is a Well and two septic tanks.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, public charges and other assessments to be adjusted at date of sale.

E. AUSTIN CARLIN, ASSIGNEE
4641 Montgomery Avenue
Bethesda, Maryland

FILED

1961 SEP 13 AM 9:08

114

LIBER 140 PAGE 185 EQUITY NO. 14531

September 5, 1961

I hereby certify that I have this 5th day of September, 1961 sold the property of E. Austin Carlin, Assignee, known as Lots 3, 4, and 5, Block F, Fair Haven Cliffs, Eighth Election District, Anne Arundel County, Maryland, unto

Purchaser's Name GEORGE W. LLOYD & OLWEN PHILLIPS LLOYD BY

Purchaser's Name ROBERT R FURMAN, AGENT

At and for the sum of SEVEN THOUSAND Dollars ($7000.00).

being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell, Auctioneer

September 5, 1961

I/We hereby certify that I/we have this 5th day of September, 1961, purchased from E. Austin Carlin, Assignee, the property known as Lots 3, 4, and 5, Block F, Fair Haven Cliffs, Eighth Election District, Anne Arundel County, Maryland at and for the sum of _____

Seven Thousand 00/100 Dollars ($7,000.00).

And I/we hereby agree to comply with the terms of sale.

George W Lloyd

Olwen Phillips Lloyd

Purchaser

by Robert R Furman

7249 Wisconsin Ave

Bethesda, 14, Md

Purchaser

OL 4-3250

Address:

FILED

1961 SEP 13 AM 9:08

9

LIBER 140 PAGE 186

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGE REAL ESTATE OF MARY B. JONES	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14,531 EQUITY
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of E. Austin Carlin, Assignee, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Mary B. Jones dated January 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1271 folio 320, assigned to E. Austin Carlin for the purpose of Foreclosure, default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in The Star, 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 on Tuesday, September 5, 1961 at 11 o'clock a.m. and then and there sold the said property to George W. Lloyd and Olwen Phillips Lloyd, his wife, at and for the sum of SEVEN THOUSAND ($7,000.00) DOLLARS, the highest bidders therefore, said property being the following:

All those lots lying in the 8th Election District in Anne Arundel County, Maryland, aforesaid and described as follows:

Lots Nos. 3,4, and 5 Block F, as shown on the Plat of Fair Haven Cliffs, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 1, Folio 26.

AND the said Assignee further reports that he has received from the Purchasers a deposit as required by the terms of sale and

FILED

1961 SEP 14 AM 9:18

has also required the Purchaser's Agreement to comply with the terms of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidders aforesaid at and for the sale price of $7,000.00.

Respectfully submitted,

E. Austin Carlin, Assignee
of said Mortgage
4641 Montgomery Avenue
Bethesda, Maryland
Oliver 2-2524

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 1961 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared E. Austin Carlin, Assignee and made oath in due form of law that the matters and things in the aforegoing Report of Sale are true to the best of his knowledge and belief, and the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

GLORIA M. HOPPE

ORDER NISI

IN THE MATTER OF THE MORTGAGE REAL

ESTATE OF MARY B. JONES

~~versus~~

LIBER 140 PAGE 188
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,531 Equity

Ordered, this 14th day of September, 19 61, That the sale of the property in these proceedings mentioned made and reported by E.Austin Carlin, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of October next.

The report states that the amount of sale was $ 7,000.00.

Filed: Sept.14,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGE

REAL ESTATE OF MARY B. JONES

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19 61

ORDERED BY THE COURT, This 24th day of October, 19

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

O. Bowie Duckett JUDGE.

FILED

1961 OCT 24 PM 4:11

13

ORDER NISI

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF MARY B. JONES
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,531 Equity.

Ordered, this 14th day of September, 1961, That the sale of the property in these proceedings mentioned made and reported by

E. Austin Carlin, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of October next.

The report states that the amount of sale was $7,000.00.

George T. Cromwell, Clerk.

True Copy, TEST:
George T. Cromwell, Clerk.
E. Austin Carlin, Atty.
4641 Montgomery Ave.
Bethesda, Md. To Oct. 12

14

OFFICE OF

LIBER 140 PAGE 189

The ANNE ARUNDEL STAR

GLEN BURNIE, MD., October 12, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 23rd day of October 1961, that is to say the same was inserted in the issues of September 21, 28, October 5, 12, 1961

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1961 OCT 13 AM 10: By Edith Greenwood

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 140 PAGE 190

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

I hereby certify that, on this 18th day of October,
19 61, personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for ~~Anne Arundel~~ Montgomery County, ROBERT R. FURMAN, agent for

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

is not in the military service, as she is a civilian employee,, employed as a secretary, in the City of Washington, D. C.

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 18th day of October, 19 61.

Notarial Seal

Gloria W. Hoppe
GLORIA M. HOPPE
Notary Public

My Commission will expire on: 5-6-63

Filed,

FILED
1961 OCT 25 PM 3:35

15

LIBER 140 PAGE 191

In the Case of

In the Matter of the Mortgaged Real Estate ~~of~~ of Mary B. Jones

In the

Circuit Court

For

Anne Arundel County

No. 14,531 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

December 8, 1961

FILED

1961 DEC 12 AM 11:57

Dr. In the Matter of the Mortgaged Real Estate of Mary B. Jones in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	240	00	340	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50		
			51	50
To Assignee for Expenses, viz:				
The Star - advertising sale	41	28		
The Star - order nisi (sale)	15	00		
The Star - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	91		
Fidelity & Deposit Co. of Md. -bond premium	52	00		
Robert H. Campbell - auctioneer's fee	60	00		
Clerk of Court - recording assignment	3	50		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Gloria M. Hoppe - notary fees	1	50	211	74
To Assignee for Taxes, viz:				
1960 State and County taxes and interest	130	08		
Advertising tax sale and Court costs	18	50		
1961 State and County taxes and interest ($124.37) - adjusted to 9/5/61	84	64	233	22
To George W. Lloyd and Olwen Phillips Lloyd, his wife, mortgagees - this balance on account mortgage claim	6,163	54	6,163	54
			7,000	00
Amount of mortgage claim filed	9,248	79		
Interest @ 6% on principal balance of $8,759.69 from 7/12/61 to 1/12/62 - 6 months	262	79		
	9,511	58		
Cr. Amount allowed above	6,163	54		
Balance subject to decree in personam	3,348	04		

17

with

LIBER 140 PAGE 193

E. Austin Carlin, Assignee

Cr.

1961						
Sept.	5	Proceeds of Sale	7,000	00	7,000	00
					7,000	00

LIBER 140 PAGE 194

ORDER NISI

In the Matter of the

Mortgaged Real Estate

~~VERSUS~~

of

Mary B. Jones

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 14,531 Equity.

FILED 1961 DEC 12 AM 11:57

ORDERED, This 12th day of December, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of January next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

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

FILED

1962 JAN 16 PM 12:12

O. Bruce Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 195

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1962

We hereby certify, that the annexed

Order Nisi Eq 14,531

Auditor Account

Mary B. Jones

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED By Hazel Tilghman

1962 JAN -3 PM 4:00

No. M. G. 24635

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,531 Equity
In the Matter of the Mortgaged Real Estate of
MARY B. JONES

Ordered, this 12th day of December, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of January next.

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

LIBER 140 PAGE 196

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN F. DAVIS and MARY E. DAVIS, his wife, and	*	FOR
	*	ANNE ARUNDEL COUNTY
WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife	*	NO. 14867 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 140 PAGE 197

BOOK 1429 PAGE 227 No. 14,867

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this Thirtieth day of September ,

in the year one thousand nine hundred and Sixty , between

JOHN F. DAVIS and MARY E. DAVIS, his wife, and WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife of

Washington, District of Columbia , ~~of 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 JOHN F. DAVIS and MARY E. DAVIS, his wife and WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife

the sum of Six Thousand Eight Hundred and 00/100 ($6,800.00)----------dollars,

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

By the payment of Forty-eight and 72/100 ($48.72) - - - - - - - - - - - - - - - - -

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 at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOHN F. DAVIS and MARY E. DAVIS, his wife

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot , piece , or parcel of ground situate,

lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THAT LOT OF GROUND situate in Anne Arundel County, being Lot No. 14, Block 7, Plat No. 2, Oyster Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, folio 2, now Plat Book 22, folio 16.

BEING the same lot of ground conveyed to the within Mortgagors, John F. Davis and Mary E. Davis, his wife, by deed of even date from James C. Jones and Gertrude Jones, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

THE SAID WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife, join in the execution of this Mortgage for the purpose of securing the performances of the terms and covenants thereof, repayment of the Mortgage debt in its entirety, becoming personally bound for these obligations and covenants.

FILED

1962 MAR -1 PM 3:02

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date theoreof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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

And the said mortgagor(s) WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife, and JOHN F. DAVIS and MARY E. DAVIS, 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 the 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:

Nancy S. Carpenter; as to John F. Davis and William C. Davis

B. Rhoden Coward as to Mary E. Davis and Mildred M. Davis

John F. Davis (SEAL)
JOHN F. DAVIS

Mary E. Davis (SEAL)
MARY E. DAVIS

William C. Davis (SEAL)
WILLIAM C. DAVIS

Mildred M. Davis (SEAL)
MILDRED M. DAVIS

BOOK 1429 PAGE 229

LIBER 140 PAGE 193

4

5

BOOK 1429 PAGE 230 LIBER 140 PAGE 200

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 30th day of September in the year one thousand nine hundred and Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOHN F. DAVIS and ~~[illegible]~~ WILLIAM C. DAVIS ~~[illegible]~~ two of 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.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public.

My commission expires on

May 1, 19 61

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:

I HEREBY CERTIFY, that on this 1ST day of OCTOBER, 1960, before me, the subscriber, a Notary Public of the District aforesaid, personally appeared MARY E. DAVIS and MILDRED M. DAVIS and acknowledged the aforegoing mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

B. Rhoden Coward

B. Rhoden Coward - Notary Public

My Commission Expires: August 31, 1962

11.00

Rec'd for record Oct. 7, 1960 at 2:23 P.M.
Mailed to Samuel M. Ivrey

3727 M #2

Mortgage

FROM

JOHN F. DAVIS and
MARY E. DAVIS, his wife, and

WILLIAM C. DAVIS and
MILDRED M. DAVIS, his wife, and

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Lot No. 14, Block 7, Plat No. 2, Oyster Harbor, Second Election District, Anne Arundel County, Maryland

Property

Received for record 19 at o'clock M.
Same day recorded in Liber 1489 No. folio 287 &c. One of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $11.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MO.

Property:

Description approved

Execution approved

LIBER 140 PAGE 201

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN F. DAVIS, MARY E. DAVIS, his wife,	*	FOR
	*	ANNE ARUNDEL COUNTY
WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife	*	NO. 14867 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from JOHN F. DAVIS, MARY E. DAVIS, his wife, WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife, said mortgage dated September 30, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1429, folio 227; said Mortgage being in default.

Balance due on principal to February 28, 1962	$6,855.72
Interest to March 26, 1962	29.90
	$6,885.62

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, Notary Public

My Commission Expires:
May 6, 1963

SAMUEL M. IVREY NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

1962 MAR-1 PM 3:02

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
JOHN F. DAVIS, MARY E. DAVIS, his wife,	*	FOR
	*	ANNE ARUNDEL COUNTY
WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife	*	NO. 14867 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
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

FILED
1962 MAR 27 AM 9:40

LIBER 140 PAGE 203

IN THE MATTER OF

THE MORTGAGED REAL ESTATE OF

JOHN F. DAVIS and
MARY E. DAVIS, his wife, and

WILLIAM C. DAVIS and
MILDRED M. DAVIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,867 EQUITY

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

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Samuel M. Ivrey, Attorney, respectfully represents:

1. That he is the Attorney for purpose of foreclosure of the mortgage, which is the subject matter of this proceeding.

2. That he unavoidably failed to file a bond to cover the proceeds of said sale prior to said sale as required by the Laws of Maryland due to the fact that the Court House was closed on Maryland Day.

WHEREFORE, Your Petitioner prays this Honorable Court to sign an Order authorizing Samuel M. Ivrey to file said Corporate Surety Bond in the penalty of $7,500.00, nunc pro tunc.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey

Samuel M. Ivrey, Attorney, Petitioner

ORDER OF COURT

Upon the aforegoing Petition, it is hereby ORDERED this 28th day of March, 1962, that Samuel M. Ivrey, Attorney, be, and he is hereby authorized to file with the Clerk of this Court in these proceedings, a Bond in the penalty of $7,500.00, nunc pro tunc.

V. Bruce Duckett
Judge

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 MAR 28 PM 3:55

8

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 140 PAGE 204
Equity #14,867

Bond No.

LIBER 11 PAGE 288

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 Seven Thousand Five Hundred Dollars current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of March, 19 62 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from John F. Davis, Mary E. Davis, his wife, William C. Davis and Mildred M. Davis, his wife, bearing date on or about the 30th day of September , 19 60 , 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. Carle
Ethel M. Carle

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

Bond approved this 29th day of March 1962
George T. Cromwell, Clerk

FILED
APR 11 11:22

NUNC PRO TUNC AS OF MAR. 23, 1962

ROBERT H. CAMPBELL - - LIBER 140 - PAGE 205 - - - - - - - Auctioneer

ATTORNEY'S SALE

—OF VALUABLE—

Improved Real Estate

ARUNDEL ROAD, OYSTER HARBOR

Second Election District Anne Arundel County

Under and by virtue of the power of sale contained in the Mortgage from John F. Davis, Mary E. Davis, his wife, William C. Davis and Mildred M. Davis, his wife, said mortgage dated September 30, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1429, folio 227, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Monday, March 26, 1962

AT ELEVEN O'CLOCK A. M.

ALL that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, being Lot No. 14, Block 7, Plat No. 2, Oyster Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, folio 2, now Plat Book 22, folio 16.

BEING the same lot of ground conveyed to John F. Davis and Mary E. Davis, his wife, by deed from James C. Jones and Gertrude Jones, his wife, dated September 30, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1429, folio 225.

THE SAID WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife, joined in the execution of this Mortgage as guarantors.

THE SAID PROPERTY being improved by a block construction dwelling with four rooms, one bath, a screened porch and an oil floor furnace.

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 11:34

10

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

LIBER 140 PAGE 206

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss.

I HEREBY CERTIFY, THAT ON THIS 26TH DAY OF MARCH, 1962, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED PHILIP RICHMAN & THELMA RICHMAN, his wife, WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FROM OF LAW AS FOLLOWS:

1. THAT ~~HE~~/THEY/~~IT~~ PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $7,300.00, A DEPOSIT OF $730.00 MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT THEY ARE ACTING FOR THEMSELVES

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:

Samuel M. Owen

Robert H. Campbell

ROBERT H. CAMPBELL, AUCTIONEER

Philip Richman (SEAL)

Thelma Richman (SEAL)

Samuel M. Owen

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963

FILED

1962 MAR 29 AM 11:34

IN THE MATTER OF * IN THE

THE MORTGAGED REAL ESTATE OF * CIRCUIT COURT

JOHN F. DAVIS AND * FOR
MARY E. DAVIS, HIS WIFE, AND

WILLIAM C. DAVIS AND * ANNE ARUNDEL COUNTY
MILDRED M. DAVIS, HIS WIFE * NO. 14,867 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 MONDAY, MARCH 26, 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 OF GROUND SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, BEING LOT NO. 14, BLOCK 7, PLAT NO. 2, OYSTER HARBOR, AND RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT CABINET 3, ROD F-9, FOLIO 2, NOW PLAT BOOK 22, FOLIO 16.

BEING THE SAME LOT OF GROUND CONVEYED TO JOHN F. DAVIS AND MARY E. DAVIS, HIS WIFE, BY DEED FROM JAMES C. JONES AND GERTRUDE JONES, HIS WIFE, DATED SEPTEMBER 30, 1960, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1429, FOLIO 225.

SAID PROPERTY BEING SOLD TO PHILIP RICHMAN AND THELMA RICHMAN, HIS WIFE, AT AND FOR THE SUM OF $7,300.00----------- THEY BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1962 MAR 29 AM 11:33

THE SAID PURCHASER HAS AGREED TO COMPLY WITH THE TERMS OF SALE. THE AGREEMENT OF THE PURCHASER, CERTIFICATE OF THE AUCTIONEER AND REPORT OF SALE ARE FILED HEREWITH, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, Atty.

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 26TH 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.

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

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 JOHN F. DAVIS and MARY E. DAVIS, his wife, and ~~XXXXXX~~ WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife

LIBER 140 PAGE 209
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,867 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 $ 7,300.00

George T. Crosmun Clerk.

True Copy,

TEST: Clerk.

SAMUEL M. IVREY, Atty. "Evening Capital" (For April 2nd Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN F. DAVIS and MARY E. ~~XXXXXX~~ DAVIS, his wife, and WILLIAM C. DAVIS and MILDRED M. DAVIS, 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 Attorny 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 -9 AM 9:47

14

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Arundel Road
Oyster Harbor
Second Election District
Anne Arundel County

Under and by virtue of the power of sale contained in the Mortgage from John F. Davis, Mary E. Davis, his wife, William C. Davis and Mildred M. Davis, his wife, said mortgage dated September 30, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1429, folio 227, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Monday,

March 26, 1962

at Eleven O'clock A.M.

ALL that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, being Lot No. 14, Block 7, Plat No. 2, Oyster Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, folio 2, now Plat Book 22, folio 16.

BEING the same lot of ground conveyed to John F. Davis and Mary E. Davis, his wife, by deed from James C. Jones and Gertrude Jones, his wife, dated September 30, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1429, folio 225.

THE SAID WILLIAM C. DAVIS and MILDRED M. DAVIS, his wife, joined in the execution of this Mortgage as guarantors.

THE SAID PROPERTY being improved by a block construction dwelling with four rooms, one bath, a screened porch and an oil floor furnace.

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 Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

Robert H. Campbell
Auctioneer

M-23

No. M

15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 210

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1962

We hereby certify, that the annexed

Attorney's Sale 14867

John F. Davis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of March, 1962. The first insertion being made the 3rd day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962 APR -4 PM 3:31

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 211

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,867

John F. Davis

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

1962 MAY -8 PM 1:25

By Hazel Tilghman

No. M. G. 27875

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,867 EQUITY

IN THE MATTER OF THE MORTAGED REAL ESTATE OF JOHN F. DAVIS AND MARY E. DAVIS, HIS WIFE, AND WILLIAM C. DAVIS AND MILDRED M. DAVIS, 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 $7,300.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-23

16

LIBER 140 PAGE 212

In the Case of

In the Matter of the Mortgaged Real Estate of
John F. Davis, Mary E. Davis, his wife,
William C. Davis and Mildred M. Davis, his wife
vs.

In the

Circuit Court

For

Anne Arundel County

No. 14,867 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: aej, deputy

FILED

1962 JUL -2 AM 9:45

Dr. In the Matter of the Mortgaged Real Estate of John F. Davis, Mary E. Davis, his wife, William C. Davis and Mildred M. Davis, his wife,

In Acct. with Samuel M. Ivrey, Attorney named in Mortgage

				Cr.	
To Attorney for fee, viz:	35	00		
To Attorney for Commissions, viz:	250	81	285	81
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
Clerk of Court - Court Costs	30	25		
Auditor - Stating this account	22	50	62	75
To Attorney for expenses, viz:				
Capital Gazette Press - Advertising sale	63	00		
Capital Gazette Press - Order nisi, sale	15	00		
Speer Publications - Handbills	15	97		
Globe Indemnity Co. - Bond Premium	30	00		
Robert H. Campbell - Auctioneer fee	45	00		
One-half Cost Federal documentary stamps	4	13		
One-half Cost State documentary stamps	8	25		
Katherine S. Russell - Notary fee		50		
Priscilla M. Cordell - Notary fee		50	182	35
To Annapolis Federal Savings & Loan Assn.,				
Mortgagee-In full for Mortgage claim	6,885	62		
On Account Interest on Principal Balance $6,855.72-3/26/62 to 6/29/62 @ 6%=$106.95	35	39	6,921	01
			7,451	92
Interest on Principal balance above	106	95		
Cr. - Amount allowed above	35	39		
Balance subject to Decree in personam	71	56		

1962						
March	26	Proceeds of Sale	7,300	00		
		Interest on deferred payment of				
		$6,570.00 to 5/21/62	60	35	7,360	35
		Refund 1962 State and County taxes				
		(120.51) 3/26/62 to 12/31/62	91	57	91	57
					7,451	92

LIBER 140 PAGE 215

In The Matter of The Sale	:	EQUITY NO.
of The Mortgaged Real Estate	:	IN THE CIRCUIT COURT
of Samuel Thomas Smith and	:	FOR
Laura V. Smith, his wife,	:	ANNE ARUNDEL COUNTY
		No. 14915

MR. CLERK:

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

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

FILED

1962 MAR 23 PM 3:15

COUNTY FORM

LIBER 865 PAGE 454

LIBER 140 PAGE 216

No. 14,915

This Mortgage,

Made this 22nd day of September, in the year one thousand, nine hundred and fifty-four, Between Samuel Thomas Smith and Laura V. Smith, his wife - - - - - - - -

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

WHEREAS, said Mortgagors, being members of said body corporate, havereceived therefrom an advance in the sum of Six Thousand ($6,000.00) - - - 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 of Sixty ($60.00) - - - Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of October, 1954, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

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

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

ALL that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes west 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30, 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof,

1954 MAR 23 PM 3:15

2

and binding on Lot No. 32, 159 feet to the place of beginning. Being Lot No. 31 according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 41 (formerly Cabinet 2, Rod B-2 Plat 20).

BEING the same property which was conveyed to the above named MORTGAGORS by James Albert Wells and Elver A. Wells, his wife, by deed dated June 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 354.

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

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

LIBER 865 PAGE 456

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, perform and comply with the cov) 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 and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the 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 FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

LIBER 140 PAGE 218

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seal of the said Mortgagors.

Witness:

Barbara Ann Schwartz
Barbara Ann Schwartz

Samuel T. Smith (SEAL)
Samuel Thomas Smith

(SEAL)

Laura V. Smith (SEAL)
Laura V. Smith

(SEAL)

LIBER 140 PAGE 219

LIBER 865 PAGE 457

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 22nd day of September, 1954, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Samuel Thomas Smith and Laura V. Smith, his wife - - -

the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO.

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public.

Recorded: September 23, 1954 at 1.25 P.M.

MORTGAGE

FROM

SAMUEL THOMAS SMITH and

LAURA V. SMITH, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record 23rd Sept, 19 54, at 1:25 o'clock P M. Same day recorded in Liber 865 No. 865 Folio 457 etc., one of the Land Records of A A Co. County, and examined, per JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ Paid.

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

LIBER 140 PAGE 220

GEORGE W. SCIBLE. . . . . AUCTIONEER

PUBLIC SALE No. 14,915

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY (ANNAPOLIS), MARYLAND, IMPROVED BY A FRAME DWELLING HAVING FOUR ROOMS, COMPOSITION ROOF, LOCATED ON THE WEST SIDE OF PAROLE STREET.

Under and by virtue of the power of sale contained in a mortgage from Samuel Thomas Smith and Laura V. Smith, his wife, dated September 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 865, folio 454, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, APRIL 24, 1962

AT 11:00 O'CLOCK A.M.

the following described property, namely:

ALL that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot No. 32, 159 feet to the place of beginning. Being Lot No. 31 according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 41 (formerly Cabinet 2, Rod B-2, Plat 20).

BEING the same property which was conveyed to Samuel Thomas Smith and Laura V. Smith, his wife, by James Albert Wells and Elver A. Wells, his wife, by deed dated June 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 354.

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

1962 MAR 23 PM 3:15

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

LIBER 140 PAGE 221

In The Matter of The Sale	:	EQUITY NO.
of The Mortgaged Real Estate	:	IN THE CIRCUIT COURT
of Samuel Thomas Smith and	:	FOR
Laura V. Smith, his wife	:	ANNE ARUNDEL COUNTY

No. 14,915

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$ 6,000.00
Principal Payments	1,713.36
Balance due on Principal	4,286.44
Interest from date of last payment thru April	86.38
Balance due on Mortgage Debt	4,373.02
Credit Amount in Expense Account	38.85
Total Mortgage Claim	4,334.17

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

I hereby certify that on this 23rd day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 MAR 23 PM 3:15

7

LIBER 140 PAGE 222

In The Matter of The Sale	:	EQUITY NO.
of The Mortgaged Real Estate	:	IN THE CIRCUIT COURT
of Samuel Thomas Smith and	:	FOR
Laura V. Smith, his wife,	:	ANNE ARUNDEL COUNTY
		No. 14,915

AFFIDAVIT

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

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

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

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

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 23rd day of March, 1962.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED
1962 MAR 23 PM 3:15

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND. LIBER 11 PAGE 308

LIBER 140 PAGE 223
No. 14,915 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred --------($5,500.00)---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of April, in the year of our Lord 1962

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Samuel T. Smith and Laura V. Smith, his wife, to First Federal Savings & Loan Assn. of Annapolis bearing date the 22nd day of September, 1954 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber J.H.H. No. 865 Folio 454 and

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

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

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

Madolin Ross

George E. Rullman [SEAL]

George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch

Rose M. Bausch Attorney-in-fact

Attorney in fact

As to Surety

Mary F. Schoolden

Mary F. Schoolden

Bond approved this 17th day of April, 1962

George E. Crommell, Clerk

FILED

1962 APR 17 AM 9:48

9

GEORGE W. SCIBLE LIBER 140 PAGE 224 Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY (ANNAPOLIS), MARYLAND, IMPROVED BY A FRAME DWELLING HAVING FOUR ROOMS, COMPOSITION ROOF, LOCATED ON THE WEST SIDE OF PAROLE STREET.

Under and by virtue of the power of sale contained in a mortgage from Samuel Thomas Smith and Laura V. Smith, his wife, dated September 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 865, folio 454, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, April 24, 1962

AT 11:00 O'CLOCK A.M.

the following described property, namely:

ALL that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot No. 32, 159 feet to the place of beginning. Being Lot No. 31 according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 41 (formerly Cabinet 2, Rod B-2, Plat 20).

BEING the same property which was conveyed to Samuel Thomas Smith and Laura V. Smith, his wife, by James Albert Wells and Elver A. Wells, his wife, by deed dated June 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 354.

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

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

I hereby Certify that I , as Auctioneer, did sell the property described on the reverse side hereof at Public Auction, on Tuesday, April 24, 1962, at 11 o'clock a.m. to Philip F. Richman at and for the figure of Four Thousand Eight Hundred Dollars ($4,800.00), he then and there being the highest bidder therefor and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

I Hereby Certify that I, Philip F. Richman, did purchase the property described on the reverse side hereof at Public Sale at the Court House Door in the City of Annapolis on Tuesday, April 24, 1962, at and for the figure of Four Thousand Eight Hundred Dollars ($4,800.00). I then and there being the highest bidder therefor and I agree to comply with the terms of sale as set forth on the reverse side hereof.

Philip F. Richman, Purchaser

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

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 County aforesaid, personally appeared Phillip F. Richman, the purchaser of the real estate described on the reverse side hereof, and made oath in due form of law:

1. That in this purchase he was not acting as agent for anyone.

2. That no other person is interested in this purchase.

3. That he has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

Philip F. Richman

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 APR 25 AM 9:52

LIBER 140 PAGE 226

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,915
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
SAMUEL THOMAS SMITH AND LAURA	:	FOR
V. SMITH, HIS WIFE,	:	ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Samuel Thomas Smith and Laura V. Smith, his wife, dated September 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 865, folio 454, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland on Tuesday, April 24, 1962, at 11:00 o'clock a.m., and then and there sold the property to Philip F. Richman at and for the sum of Four Thousand Eight Hundred Dollars ($4,800.00), he then and there being the highest bidder therefor, which property is described as follows:

ALL that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the north-

FILED
1962 APR 25 AM 9:51

west corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot No. 32, 159 feet to the place of beginning. Being Lot No. 31 according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 41 (formerly Cabinet 2, Rod B-2, Plat 20).

BEING the same property which was conveyed to Samuel Thomas Smith and Laura V. Smith, his wife, by James Albert Wells and Elver A. Wells, his wife, by deed dated June 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 354.

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

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

Respectfully submitted,

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

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

I Hereby Certify that on this 25th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SAMUEL THOMAS SMITH AND LAURA V. SMITH, his wife

LIBER 140 PAGE 228
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,915 Equity

Ordered, this 25th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of May next.

The report states that the amount of sale was $ 4,800.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

GEORGE E. RULLMAN, Atty. "Evening Capital" (For April 27th Edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SAMUEL THOMAS SMITH AND LAURA V. SMITH, 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 11:54

14

Public Sale

OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY (ANNAPOLIS), MARYLAND, IMPROVED BY A FRAME DWELLING HAVING FOUR ROOMS, COMPOSITION ROOF, LOCATED ON THE WEST SIDE OF PAROLE STREET.

Under and by virtue of the power of sale contained in a morgage from Samuel Thomas Smith and Laura V. Smith, his wife, dated September 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 865, folio 454, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, APRIL 24, 1962
At 11:00 O'clock A.M.

the following described property, namely:

ALL that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot No. 32, 159 feet to the place of beginning. Being Lot No. 31 according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 41 (formerly Cabinet 2, Rod B-?, Plat 20).

BEING the same property which was conveyed to Samuel Thomas Smith and Laura V. Smith, his wife, by James Albert Wells and Elver A. Wells, his wife, by deed dated June 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 354.

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

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

GEORGE W. SCIBLE,
Auctioneer

A-18

N

15

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 229

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1962

We hereby certify, that the annexed

Public Sale

Samuel Thomas Smith

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 April, 1962. The first insertion being made the 22th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 MAY 11 AM 10.10

By Hazel Tidgewell

OFFIC' OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 230

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,915 Samuel Thomas Smith

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of May, 1962 The first insertion being made the 27th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,915 Equity

In the Matter of the Sale of the Mortgaged Real Estate of SAMUEL THOMAS SMITH and LAURA V. SMITH, his wife

Ordered, this 25th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of May next.

The report states that the amount of sale was $4,800.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

M-18

FILED

No. M. G. 1962 MAY 29 PM 2:46

16 2:46

In the Case of

LIBER 140 PAGE 231

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SAMUEL THOMAS SMITH AND LAURA V. SMITH, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,915 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.

FILED
1962 JUN 15 AM 10:21

All of which is respectfully submitted.

June 15, 1962

Charles O. Anderson Jr.
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 9:16

17

Dr. Mortgaged Real Estate of Samuel T. Smith & Laura V. Smith, his wife

In Acct. with George E. Rullman, Attorney named in Mortgage

					Cr.	
	By	Amount of sale, as per attorney's Report of Sale, filed	4,800	00		
	By	Interest on deferred payment, 6% on $4320.00 from 4/24/62 to 6/8/62, 1 month, 14 days	32	40		
					4,832	40
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commissions, viz.	174	97		
					224	97
	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	95	52		
		Speer Publications - handbills	14	95		
		National Surety Corporation- bond	22	00		
		George W. Scible- Auctioneer's fee	35	00		
		Notary fees	2	00		
		½ Federal & State Revenue stamps	8	25		
		1961 State & County real estate taxes	105	82		
		Adjustment 1962 State & County taxes	39	01		
		Water rent 3/1/62 to 6/8/62	7	15		
					329	70
	To	First Federal Savings & Loan Assoc. of Annapolis, Mortgagee; on account				

		of Mortgage claim			4,217 23
					4,832 40
		Balance due on Mortgage as per			
		Mortgage claim filed	4,334 17		
		Interest, 6%, on principal balance			
		$4247.59, from 5/1/62 to 7/5/62	49 53		
			4,383 70		
		Credit amount allowed above	4,217 23		
		This amount subject to decree in			
		personam	166 47		

LIBER 140 PAGE 234

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM MICHAEL BEACH AND JACQUELINE NORMA BEACH, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 14,848 Equity

Mr. Clerk:

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

1. Original Mortgage from William Michael Beach and Jacqueline Norma Beach, his wife to Baltimore FederalSavings and Loan Association, dated May 23rd, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 folio 274.

Walter S. Calwell,
Attorney Named in the Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 FEB 21 AM 9:20

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 930 PAGE 274

MARYLAND

LIBER 140 PAGE 235

MORTGAGE

No. 14,848 Equity

THIS MORTGAGE, made this 23rd day of May, A. D. 19 55, by and between WILLIAM MICHAEL BEACH and JACQUELINE NORMA BEACH, his wife,

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND AND FIFTY AND No/100ths Dollars ($ 9050.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-five and 86/100ths Dollars ($ 45.86), commencing on the first day of June, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 19 85. 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. 34 as shown on a Plat entitled "Plat 1, Section B, a Portion of Somerset", which Plat is dated October 18th, 1954 and recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 40.

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

FILED

1962 FEB 21 AM 9:20

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

16—49890-7

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: **Real Host 36" Gas Range**

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred eight Dollars, payable half-yearly on the 23rd days of May and November in each and every year.**

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

16—49890-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

John C. Evelius

JOHN C. EVELIUS

William Michael Beach [SEAL]

WILLIAM MICHAEL BEACH

Jacqueline Norma Beach [SEAL]

JACQUELINE NORMA BEACH

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 23rd day of May, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM MICHAEL BEACH and JACQUELINE NORMA BEACH, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

John C. Evelius

JOHN C. EVELIUS

Notary Public

LIBER 930 PAGE 278

Recorded- 27th May, 1955, at 9 A.M.

PLAINTIFF'S EXHIBIT "A"

STATE OF MARYLAND

Mortgage
AND CHATTELS

FROM

WILLIAM MICHAEL BEACH and JACQUELINE NORMA BEACH, his wife,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 27 May 19 55 at 9 o'clock A. M.
Same day recorded in Liber 930 Folio 277 &c.,
No. 930 one of the Land Records of Balto

and examined per
JOHN H. HOPKINS, 3rd Clerk.

Cost of Record, $ 5.00

Clerk.

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM MICHAEL BEACH AND

JACQUELINE NORMA BEACH, HIS WIFE

IN THE

LIBER 140 PAGE 239

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,848 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from William Michael Beach and Jacqueline Norma Beach, his wife

to Baltimore Federal Savings and Loan Association

dated the 23rd day of May 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 Folio 274 .

Amount of Mortgage	$9050.00	
Less - amount paid on principal	998.43	
		8051.57
Plus - interest to 3/15/62	256.67	
		8308.24
Plus - overdraft in expense account	62.82	
		8371.06

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of February in the year nineteen hundred and sixty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED 1962 FEB 21 AM 9:20

Clara M. Link

Clara M. Link Notary Public

LIBER 140 PAGE 240

MILITARY AFFIDAVIT

No. 14,848 Equity
Docket 20 folio 139

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of February, 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, William Michael Beach and Jacqueline Norma Beach, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1962 FEB 21 AM 9:20

Equity 14848

Mortgagee and Attorney's Bond.

1-369

LIBER 140 PAGE 241

LIBER 11 PAGE 281

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 14,848 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHTY-FOUR HUNDRED AND NO/100 ($8400.00) - 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 23rd day of March in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Michael Beach & Jacqueline Norma Beach, his wife to Baltimore Federal Savings & Loan Association bearing date the 23rd day of May nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 930, Folio 274, and

1011 Londonderry Drive, A.A. Co.,Md

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~Attest:~~ WITNESS:

S. Alvey
S. Alvey

Bond approved this 27th day of March, 1962

George T. Cromwell, Clerk
InB

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

NEW AMSTERDAM CASUALTY COMPANY

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

1962 MAR 27

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

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Michael Beach and Jacqueline Norma Beach, his wife to Baltimore Federal Savings and Loan Association, dated May 23rd, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 folio 274 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
March 28th, 1962
at 3.50 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Somerset, near Glen Burnie, and described as follows:

Being known and designated as Lot No. 34 as shown on a Plat entitled "Plat 1, Section B, a Portion of Somerset," which Plat is dated October 18th, 1954, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 40, the improvements whereon are now known as No. 1011 Londonderry Drive; third house northeast of St. James Drive.

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

Subject to an annual ground rent of $108.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

M-22

9

FILED
1962 MAR
28 PM 4:20

OFFICE C

LIBER 140 PAGE 242

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 Sale 14,848

William Michael Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of March, 1962. The first insertion being made the 1st day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

LIBER 140 PAGE 243

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM MICHAEL BEACH AND JACQUELINE NORMA BEACH, HIS WIFE	:	Equity No. 14,848

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

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 said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

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

1962 APR -2 AM 10:16

Clara M. Link
Clara M. Link Notary Public

10

LIBER 140 PAGE 244

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
VS.	:	(In Equity)
WILLIAM MICHAEL BEACH AND JACQUELINE NORMA, BEACH, HIS WIFE	:	No. 14,848

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 23rd, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 folio 274 from said William Michael Beach and Jaqueline Norma Beach, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of March, 1962 at 3.50 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 34 as shown on a Plat entitled "Plat 1, Section B, a Portion of Somerset", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 40, the improvements whereon are known as No. 1011 Londonderry Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 APR -2 AM 10:16

11

LIBER 140 PAGE 245

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Michael Beach and Jacquelinc Norma Beach, his wife to Baltimore Federal Savings and Loan Association, dated May 23rd, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 folio 274 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, March 28th, 1962 at 3.50 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Somerset, near Glen Burnie, and described as follows:

Being known and designated as Lot No. 34 as shown on a Plat entitled "Plat 1, Section B, a Portion of Somersct," which Plat is dated October 18th, 1954, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 40, the improvements whereon are now known as No. 1011 Londonderry Drive; third house northeast of St. James Drive.

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

Subject to an annual ground rent of $108.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

M-22

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Eighty-four Hundred ($8400.00) Dollars, subject to the payment of an annual ground rent of $106.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th 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 Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 140 PAGE 247

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM MICHAEL BEACH and JACQUELINE NORMA BEACH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,848 Equity

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 8,400.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For April 5th Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM MICHAEL BEACH and JACQUELINE NORMA BEACH, 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.

O Bowie Duckett

JUDGE.

FILED

1962 MAY -8 PM 2:30

13

LIBER 140 PAGE 248

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,848 Equity
WALTER S. CALWELL, Attorney named in Mortgage
VERSUS
WILLIAM MICHAEL BEACH
and
JACQUELINE NORMA BEACH, his wife

Ordered, this 2nd day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,400.00.

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

No. M. G. 22892

14

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 14,848

William Michael Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1962. The first insertion being made the 5th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 MAY -3 By Hazel Tilghman

LIBER 140 PAGE 249

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

William Michael Beach and Jacqueline Norma Beach, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,848 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.

FILED
1962 JUN 29 PM 2:51

All of which is respectfully submitted.

June 29, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th 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 17 AM 9:27

15

16

LIBER 140 PAGE 250

Dr. Mortgaged Real Estate of William M. Beach & Jacqueline N. Beach, his wife

In Acct. with Walter S. Calwell, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed	8,400	00			
By	Interest on deferred payment, 6% on $7,900.00 3/28/62 to 5/9/62	58	80			
By	Adjustment, 1962 taxes from 3/28/62 to 12/31/62	115	86			
				8,574	66	
To	Attorney, for fee, viz.	50	00			
To	Attorney, for commissions, viz.	283	76			
				333	76	
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 & Nisi - sale	85	00			
	New Amsterdam Casualty Co.- bond	33	60			
	E. T. Newell & Co.,Inc.-Auctioneer's fee	35	00			
	Notary fee	1	25			
	Adjustment, ground rent from 11/23/61 to 3/28/62	37	50			
				192	35	
To	Baltimore Federal Savings & Loan Assoc.,Mortgagee, on acct. of					

Mortgaged claim		7,988 05
		8,574 66
Balance due on Mortgage, as per		
Mortgage claim filed	8,371 06	
Interest on principal balance, 6%		
on $8114.39 from 3/15/62 to 7/15/62	162 29	
	8,533 35	
Credit amount allowed above	7,988 05	
This amount subject to decree in		
personam	545 30	

LIBER 140 PAGE 252

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EARL AUGUST SHELSBY, JR., AND ELIZABETH H. SHELSBY, HIS WIFE	:	(In Equity) 14873 Equity

Mr. Clerk:

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

1. Original Mortgage from Earl August Shelsby, Jr., and Elizabeth H. Shelsby, his wife to Baltimore Federal Savings and Loan Association, dated September 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1328 folio 299.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 MAR -7 AM 9:28

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

LIBER 140 PAGE 253

BOOK 1328 PAGE 299

MARYLAND

14873 Equity

MORTGAGE

THIS MORTGAGE, made this 2nd day of September, A. D. 19 59, by and between EARL AUGUST SHELSBY, JR. AND ELIZABETH H. SHELSBY, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND ONE HUNDRED NINETY AND 00/100ths Dollars ($11,190.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-ONE AND 80/100ths Dollars ($ 61.80), commencing on the first day of October, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 89. 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. 26, Block K, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1003 Genine Drive.

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

FILED

1962 MAR -7 AM 9:28

*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 [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Fifty ($150.00) Dollars, payable half-yearly on the 23rd days of January and July in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

C. Rider Brandau, Jr.
C. RIDER BRANDAU, JR.

Earl August Shelsby, Jr. [SEAL]
Earl August Shelsby, Jr.

[SEAL]

Elizabeth H. Shelsby [SEAL]
Elizabeth H. Shelsby

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1328 PAGE 303

I HEREBY CERTIFY, That on this 2nd day of September, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Earl August Shelsby, Jr. and Elizabeth H. Shelsby, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

C. Rider Brandau, Jr.
C. RIDER BRANDAU, JR. Notary Public.

C. RIDER BRANDAU, JR. NOTARY PUBLIC BALTIMORE, MD.

1.00

Rec'd for record Sept. 3, 1959 at 3:42 P.M.
Mailed to The Colonial Title Guarantee Co.

on No. 51826
by DAH
I by
or Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

EARL AUGUST SHELSBY, JR. AND
ELIZABETH H. SHELSBY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 140 PAGE 257

MILITARY AFFIDAVIT 14,873 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of March 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Earl August Shelsby, Jr., and Elizabeth H. Shelsby, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1962 MAR -7 AM 9:28

4

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EARL AUGUST SHELSBY, JR., AND

ELIZABETH H. SHELSBY, HIS WIFE

IN THE

LIBER 140 PAGE 258

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

14,873 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Earl August Shelsby, Jr., and Elizabeth H. Shelsby, hsi wife**

to **Baltimore Federal Savings and Loan Association**

dated the **2nd** day of **September** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1328** Folio **299** .

Amount of Mortgage	**$11,190.00**
Less - amount paid on principal	**239.76**
	10,950.24
Plus - interest to 3/21/62	**608.52**
	11,558.76
Plus - overdraft in expense account	**387.24**
	11,946.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **2nd** 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, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Clara M. Link

Clara M. Link **Notary Public**

FILED

1962 MAR -7 AM 9:28

7

Equity No 14,873

Mortgagee and Attorney's Bond.

1-369

LIBER 140 PAGE 259

LIBER 11 PAGE 297

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0497-62.

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND AND NO/100 ($12,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 5th day of April in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Earl August Shelsby, Jr. & Elizabeth H. Shelsby, his wife to Baltimore Federal Savings & Loan Association bearing date the 2nd day of September nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1328, Folio 299, and

is about to sell the land and premises described in said Mortgage, 1003 Genine Drive, A. A. Co., Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~Attest:~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 APR -9 AM 10:46

Bond approved this 9 day of April, 1962
George T. Cromwell, Clerk

8

LIBER 140 PAGE 260

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EARL AUGUST SHELSBY, JR., AND ELIZABETH H. SHELSBY, HIS WIFE	:	Equity No. 14,873

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 10th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

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

FILED
1962 APR 12 AM 9:33

Clara M. Link
Clara M. Link Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EARL AUGUST SHELSBY, JR., AND ELIZABETH H. SHELSBY, HIS WIFE	:	(In Equity) No. 14,873
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1328 folio 299 from said Earl August Shelsby, Jr., and Elizabeth H. Shelsby, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of April, 1962 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 26, Block K, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are known as No. 1003 Genine Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 APR 12 AM 9:33

10

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Earl August Shelsby, Jr., and Elizabeth H. Shelsby, his wife to Baltimore Federal Savings and Loan Association, dated September 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1328 folio 299 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
April 10th, 1962
at three P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 26, Block K, as designated and shown on "Plat No. 1, Country Club Manor," dated May 1958 by John W. Boutwell, Jr., Surveyor, recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are now known as No. 1003 Geninc Drive.

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

Subject to the payment of an annual ground rent of $150.00 and to any restrictive covenants, and —or Utility Agreements, of record, affecting the property.

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms (3 bedrooms), 1 bath.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

A-5

LIBER 140 PAGE 262

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

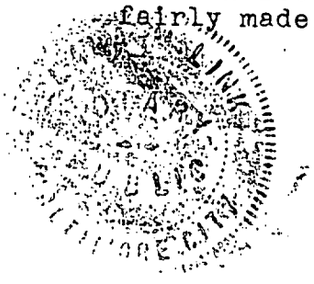
The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ten thousand nine Hundred ($10,990.00) Dollars, subjedt to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of April, 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

EARL AUGUST SHELSBY, Jr., and ELIZABETH H. SHELSBY, his wife

LIBER 140 PAGE 264

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,873 Equity

Ordered, this 12th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 10,900.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For April 19th Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

EARL AUGUST SHELSBY, Jr., and ELIZABETH H. SHELSBY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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 25 PM 12:29

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Buuil/
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Earl August Shelsby, Jr., and Elizabeth H. Shelsby, his wife to Baltimore Federal Savings and Loan Association, dated September 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1328 folio 299 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
April 10th, 1962
at three P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 26, Block K, as designated and shown on "Plat No. 1, Country Club Manor," dated May 1958 by John W. Boutwell, Jr., Surveyor, recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are now known as No. 1003 Genine Drive.

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

Subject to the payment of an annual ground rent of $150.00 and to any restrictive covenants, and —or Utility Agreements, of record, affecting the property.

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms (3 bedrooms), 1 bath.

No. 13

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer A-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 265

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1962

We hereby certify, that the annexed

Attorney's Sale 14873

Earl August Shelsby, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1962. The first insertion being made the 15th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 APR
PR 12 PM 3:56

By Hazel Tilghman

OFF E OF

LIBER 140 PAGE 266

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. 14,873 EQUITY

WALTER S. CALWELL, Attorney named in Mortgage

versus

EARL AUGUST SHELSBY, Jr., and ELIZABETH H. SHELSBY, his wife

Ordered, this 12th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $10,900.00

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 14,873
Earl August Shelsby, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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. 22947 1962 MAY 14 PM 1:07 By Hazel Tilghman

14

LIBER 140 PAGE 267

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Earl August Shelsby, Jr. and Elizabeth H. Shelsby, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,873 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.

FILED
1962 JUN 29 AM 9:55

All of which is respectfully submitted.

June 29, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th 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 17 AM 9:27

15

T

16

Dr. Mortgaged Real Estate of Earl August Shelsby, Jr. & Elizabeth H. Shelsby, his wife

In Acct. with Walter S. Calwell, Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's				
		Report of Sales filed	10,900	00		
	By	Interest on deferred payment 6% on				
		$10,400.00 from 4/10/62 to 5/25/62	81	75		
	By	Adjustment, 1962 taxes from 1/1/62				
		to 4/10/62	134	88		
					11,116	63
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commission, viz.	359	45		
					409	45
	To	Attorney, for court costs, viz.				
		Plaintiff's attorney, 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 & Nisi - sale	83	24		
		New Amsterdam Casualty Co.- bond	48	00		
		E. T. Newell & Co.,Inc.-Auctioneer's fee	35	00		
		Notary fees	1	25		
		Adjustment, ground rent 1/23/62 to				
		4/10/62	32	14		
					199	63
	To	Baltimore Federal Savings & Loan				
		Association Mortgagee, on account				
		of Mortgage claim			10,447	05

					11,116	63
		Balance due on Mortgage, as per				
		Mortgage claim filed	11,946	00		
		Interest on principal balance, 6%				
		on $11,337.48 from 3/21/62 to 7/15/62	226	95		
			12,172	95		
		Credit amount allowed above	10,447	05		
		This amount subject to decree in				
		personam	1,725	90		

LIBER 140 PAGE 270

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN W. WYATT, JR., AND HENRIETTA TULL WYATT, HIS WIFE	:	(In Equity)

14,874 Equity

Mr. Clerk:

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

1. Original Mortgage from John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1144 folio 160.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 MAR -7 AM 9:27

VA Form VB4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 140 PAGE 271
LIBER 1144 PAGE 160

MARYLAND

14,874 Equity

MORTGAGE

THIS MORTGAGE, made this 16th day of August, A. D. 19 57, by and between

JOHN W. WYATT, JR. and HENRIETTA TULL WYATT, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND EIGHT HUNDRED FORTY and 00/100ths Dollars ($14,840.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-five and 20/100ths Dollars ($ 75.20), commencing on the first day of October, 19 57, 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~~ August 15, 1987, ~~19~~. 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. 3, Block F, as shown on plat "Blossom Hills Section 1, Amended and Section 2" dated May, 1955, by James D. Hicks & Associates Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Old Orems Building and Development Corporation, unto the within named Mortgagors.

FILED
1962 MAR -7 AM 9:28

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

16—42890-6

2

LIBER 140 PAGE 272

LIBER 1144 PAGE 161

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

Washer	$140.00
Dryer	$135.00
Refrigerator	$200.00

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

16—49890-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

LIBER 140 PAGE 274

LIBER 1144 PAGE 163

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:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

John W. Wyatt Jr. [SEAL]
JOHN W. WYATT, JR.

[SEAL]

Henrietta Tull Wyatt [SEAL]
HENRIETTA TULL WYATT

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 16th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared John W. Wyatt, Jr. and Henrietta Tull Wyatt, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Albert G. Fitzgerald
ALBERT G. FITZGERALD
Notary Public

Rec'd for record Aug. 17, 1957 at 11:44 AM.
Mailed to The Colonial Title Guarantee Co.

ALBERT G. FITZGERALD NOTARY PUBLIC

...dication No. 45357
...tten by jfm
...roved by [illegible] Examiner
...dy for Record [illegible]

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
JOHN W. WYATT, JR., AND
HENRIETTA TULL WYATT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 140 PAGE 275

MILITARY AFFIDAVIT

14874 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City aforesaid, personally appeared **Walter S. Calwell**

and made oath in due form of Law that the Defendant **s, John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife**

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1962 MAR -7 AM 9:27

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOHN W. WYATT, JR., AND

HENRIETTA TULL WYATT, HIS WIFE

IN THE

LIBER 140 PAGE 276

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

14,874 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **16th** day of **August** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1144** Folio **160** .

Amount of Mortgage	**$14,840.00**
Less - amount paid on principal	**956.13**
	13,883.87
Plus - interest to 3/26/62	**513.78**
	14,397.65
Plus - overdraft in expense account	**152.61**
	14,550.26

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **1st** 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, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

1962 MAR -7 AM 9:27

Clara M. Link

Clara M. Link Notary Public

7.

Equity No 14,874

Mortgagee and Attorney's Bond. 1-369

LIBER 140 PAGE 277
LIBER 11 PAGE 296

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0496-62

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND, SIX HUNDRED AND NO/100 ($14,600.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 5th day of April in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife to Baltimore Federal Savings & Loan Association bearing date the 16th day of August nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1144, Folio 160, and

Lot 3, Block "F", Blossom Hills

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Krik
WITNESS:

S. Alvey

FILED
1962 APR -9 AM 10:46

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 9th day of April 1962

George T. Cromwell, Clerk

LIBER 140 PAGE 278

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN W. WYATT, JR., AND HENRIETTA TULL WYATT, HIS WIFE	:	Equity No. 14,874

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 10th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Charles E. Williams
Purchaser
Charles E. William, Vice President

1962 APR 12 AM 9:33

Clara M. Link
Clara M. Link Notary Public

LIBER 140 PAGE 279

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN W. WYATT, JR., AND HENRIETTA TULL WYATT, HIS WIFE	:	(In Equity) No. 14,874
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1144 folio 160 from said John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of April, 1962 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 3, Block F, as shown on Plat of "Blossom Hills Section 1, Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; moreparticularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 APR 12 AM 9:33

/0

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1144 folio 60 (defanlt baving occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
April 10th, 1962
at 3.30 P.M.,

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:

Being known and designated as Lot No. 3, Block F, as shown on Plat of "Blossom Hills" Section 1, Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, whicb Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; situate at the southwest corner of Virginia Avenue and the County Road, fronting on Virginia Avenue 111 feet, more or less, with an irregular depth.

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

Subject to any restrictive covenants, and— or Utility Agreements, of record, affecting the property.

The improvements consist of a detacbed frame bungalow, containing 5 rooms (3 bedrooms) 1 bath and utility room, built garage, forced warm air oil fircd beat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

A-5

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand ($13,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th 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 Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

JOHN W. WYATT, Jr., and HENRIETTA TULL WYATT, his wife

LIBER 140 PAGE 282

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,874 Equity

Ordered, this 12th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $13,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For April 19th Edition)
(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

JOHN W. WYATT, Jr., and HENRIETTA TULL WYATT, 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.

V. Bruce Dunkett

JUDGE.

FILED

1962 MAY 25 PM 12:29

12

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife to Baltimore Federal Savings and Loan Association, dated August 16th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1144 folio 60 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
April 10th, 1962
at 3.30 P.M.,

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:

Being known and designated as Lot No. 3, Block F, as shown on Plat of "Blossom Hills" Section 1, Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; situate at the southwest corner of Virginia Avenue and the County Road, fronting on Virginia Avenue 111 feet, more or less, with an irregular depth.

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

Subject to any restrictive covenants, and— or Utility Agreements, of record, affecting the property.

The improvements consist of a detached frame bungalow, containing 5 rooms (3 bedrooms) 1 bath and utility room, built in garage, forced warm air oil fired heat.

No. 13

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

A-5

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1140 PAGE 283

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1962

We hereby certify, that the annexed

Attorney's Sale 14894

John W. Wyatt, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 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

OFF OF

LIBER 140 PAGE 284

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. 14,874 EQUITY

WALTER S. CALWELL, Attorney named in Mortgage

versus

JOHN W. WYATT, Jr., and HENRIETTA TULL WYATT, his wife

Ordered, this 12th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $13,000.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,874

John W. Wyatt, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of May, 1962. The first insertion being made the 19th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1962 MAY 14 PM 1:07

No. M. G. 27946

14

LIBER 140 PAGE 285

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

John W. Wyatt, Jr., and Henrietta Tull Wyatt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,874 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 29, 1962

Arthur O. Anderson, Jr.
Auditor.

FILED
1962 JUN 29 PM 2:57

FINAL ORDER

ORDERED BY THE COURT, this 17th 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: ajy, deputy

FILED
1962 JUL 17 AM 9:27

15

Dr. Mortgaged Real Estate of John W. Wyatt, Jr. & Henrietta Tull Wyatt, his wife

In Acct. with Walter S. Calwell, Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale, filed	13,000	00		
	By	Interest on deferred payment, 6% on $12,500.00 from 4/10/62 to 5/25/62	97	50		
	By	Adjustment, 1962 taxes	150	80		
					13,248	30
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commissions, viz.	422	91		
					472	91
	To	Attorney, for court costs, viz.				
		Plaintiff's Attorney, 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 & Nisi - sale	86	76		
		New Amsterdam Casualty Co.- bond	58	40		
		E. T. Newell & Co., Inc.-Auctioneer's fee	35	00		
		Notary fee	1	25		
					181	41
	To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			12,533	48
					13,248	30
		Balance due on Mortgage, as per Mortgage claim filed	14,550	26		

Interest on principal balance, 6%	
on $14,036.48 from 3/26/62 to 7/15/62	254 98
	14,805 24
Credit amount allowed above	12,533 48
This amount subject to decree in	
personam	2,271 76

LIBER 140 PAGE 288

IMPROVEMENTS CORPORATION OF MARYLAND One South Main Street Port Chester, New York	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	
	*	ANNE ARUNDEL COUNTY
ROY R. JACKSON and LEVERNA JACKSON, his wife Box 206 Queenstown Road Anne Arundel County Severn, Maryland	*	IN EQUITY No. 14,737 Equity

****

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents unto Your Honor:

That on the 17th day of November, 1958, the Defendants executed and delivered to Reynolds Engineering & Supply, Inc., a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of themortgage debt of $8,748.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That by short assignment dated November 26, 1958, and recorded among theLand Records of Anne Arundel County in Liber GTC, No. 1256, folio 322, Reynolds Engineering & Supply, Inc., conveyed all its right, title, interest and estate in said mortgage unto Improvements Corporation of Maryland.

FILED

1961 DEC 12 AM 9:53

That the mortgagors have failed to make the agreed payments and the mortgage is in default.

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

And as in duty, &c.

IMPROVEMENTS CORPORATION OF MARYLAND

By: _____

_____

R. David Adelberg, Attorney for Plaintiff
1235 Mathieson Building
Baltimore 2, Maryland
Lexington 9-5195

Exhibit No 1

LIBER 1256 PAGE 321

No. 14,737 Eq. 241

LIBER 140 PAGE 290

THIS MORTGAGE, made this 17 day of NOVEMBER 1958, by and between ROY R. JACKSON & LEVERNA JACKSON of the City of Baltimore, State of Maryland, parties of the first part, Mortgagors, and Reynolds Engineering & Supply, Inc., a body corporate of the state of Maryland, party of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full and just sum of EIGHTY SEVEN HUNDRED & FOURTY EIGHT 00 Dollars ($ 8748.00) and have agreed to repay the said sum in 120 consecutive monthly instalments of $ 72.90 each, (except the final installment which shall be the balance then due on this Mortgage) commencing 9th day of March, 1959 and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum and to secure the payment of which this mortgage is executed.

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 other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor do grant, convey and assign unto the said Mortgagee its successors and assigns, the following properties, the improvements thereon being known as No.

LOT 73 DUNBAR HEIGHTS

ANNE ARUNDEL COUNTY

AND it is agreed that, until default be made in the premises, said Mortgagors, their executors, administrators, heirs or assigns, shall posses the aforesaid property upon paying all taxes, water charges, interest, principal and insurance premiums, on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagors do hereby covenant to pay when legally demandable. And in case of any default in the payment of the aforesaid Mortgage debt, principal, or interest, or in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be due and payable and the said Mortgagors do hereby assent to the passage of a decree for the sale of the property hereby mortgaged. The said Mortgagors do hereby further authorize the said Mortgagee, its successors, or assigns, or its duly authorized attorney or agent of the Mortgagee after default in the covenants or conditions of this Mortgage to sell the hereby mortgaged property in accordance with Article 66 of the Public General Laws of the State of Maryland or any other general, or local laws of the State of Maryland or any supplements or additions thereto relating to Mortgages. And upon any sale of said property, the proceeds shall be applied first to the payment of all expenses incident to said sale, including an Attorney's Fee of Fifty Dollars and a commission to the party making the sale, and secondly to the payment of all claims of the said Mortgagee, its successors or assigns, and thirdly, the balance, if any, to said Mortgagors, their executors, administrators, heirs or assigns.

And the said Mortgagors do covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its successors or assigns, the improvements on the hereby Mortgaged property to the extend of said Mortgage lien or claim hereunder.

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

Wherever the context so requires plural words shall be construed in the singular.

WITNESS the hands and seals of said Mortgagors.

Test:

Samuel Cohen
SAMUEL COHEN

ROY R. JACKSON
Roy R. Jackson (SEAL)
Leverna Jackson (SEAL)
LEVERNA JACKSON (SEAL)

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

I Hereby Certify on this 17th day of NOVEMBER 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ROY R. JACKSON AND LEVERNA JACKSON the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act.

Appeared this day of Nov 17th 1958, William Pearlman Agent of Reynolds Engineering & Supply, Inc., and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Samuel Cohen
Notary Public

My commission expires May 7, 1959

FILED
1961 DEC 12 AM 9:53

Recorded Dec 3 1958 at 9:31 a.m.

5.00

RECORDATION TAX ACT OF 1947 55 CENTS 55

Mortgage

FROM

Roy R. Jackson

Leverna Jackson

TO

Reynold's Engineering & Supply Inc.
416 N. Howard St. #1

Sent assigned to Improvements Corporation of Maryland

RECEIVED FOR RECORD ... day of ... 19..., at ... o'clock ... M., and recorded in Liber No. ... at folio ... one of the Land Records of ...

958 DEC -3 AM 9:31
& RECORDED IN LIBER GTC
NO 1256 FOLIO 321
GEO. T. CROMWELL, CLERK

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

CLERK

Recd. 5.00
1.00
6.00

LIBER 140 PAGE 291

LIBER 1256 PAGE 322

Baltimore, Md. November 26th, 1958

FOR VALUE RECEIVED, Reynolds Engineering & Supply, Inc., hereby assigns all its right, title, interest and estate in and to the within Mortgage to IMPROVEMENTS CORPORATION OF MARYLAND WITH RECOURSE

WITNESS the signature of the said corporate assignor by the hand of its President with its corporate seal affixed thereto the day and year first above written.

(Corporate Seal Here)

REYNOLDS ENGINEERING & SUPPLY, INC.

Test: Samuel Cohen
SAMUEL COHEN

By: William Pearlman
William Pearlman, President

1.00

Rec'd for record Dec. 3, 1958 at 9:31 AM
Mailed to Reynolds Engineering & Supply Inc.

IMPROVEMENTS CORPORATION OF MARYLAND One South Main Street Port Chester, New York	*	IN THE LIBER 140 PAGE 292 CIRCUIT COURT
vs.	*	FOR
ROY R. JACKSON and LEVERNA JACKSON, his wife Box 206 Queenstown Road Anne Arundel County Severn, Maryland	*	ANNE ARUNDEL COUNTY No. 14,737 Equity

****

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Improvements Corporation of Maryland, assignee, under the mortgage from Roy R. Jackson and Leverna Jackson, to Reynolds Engineering & Supply, Inc., dated the 17th day of November, 1958, and recorded among the Land Records of Anne Arundel County, in Liber GTC, No. 1256, folio 322.

Mortgage Amount...	$8,748.00
Total Payments Received...	399.50
Balance...	$8,349.50

STATE OF NEW YORK, COUNTY OF WESTCHESTER, Sct.

I HEREBY CERTIFY, That on this 27th day of November in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of New York, in and for said County of Westchester, personally appeared Charles Rubin, Vice-President of Improvements Corporation of Maryland, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Murray H. Srodetsky

MURRAY H. SRODETSKY
Notary Public, State of New York
Qual. in Westchester Co., #60-1579920
Term Expires March 30, 1963

FILED

1961 DEC 12 AM 9:53

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

LIBER 140 PAGE 293

IMPROVEMENTS CORPORATION OF MARYLAND

vs.

ROY JACKSON and

LEVERNA JACKSON, his wife

IN THE

CIRCUIT COURT

~~OR~~ FOR ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

IN EQUITY

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 VINCENT GEPPI

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.

Vincent E. Geppi
Affiant.

Subscribed and sworn to before me this 18th day of December 1961

Jennie E. Gordon
Notary Public

FILED
1961 DEC 20 AM 11:24

7

DECREE FOR SALE OF MORTGAGE PREMISES

IMPROVEMENTS CORPORATION OF MARYLAND

vs.

ROY R. JACKSON and

LEVERNA JACKSON, his wife

IN THE

CIRCUIT COURT

~~XXXEXXXX~~
FOR
~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,737 Equity TERM, 19....

LIBER 140 PAGE 294

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 20th day of December, in the year nineteen hundred and SIXTY-ONE, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County ~~XXXXXXXXXX~~ **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 R. David Adelberg be and he is hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ~~Four~~ EIGHT Thousand three hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in h by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of ..... 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 ~~them~~ its successors, heirs or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h 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

1961 DEC 20 PM 2:46

5.

LIBER 140 PAGE 295

LIBER 11 PAGE 219

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 339945

Equity No. 14,737

Know All Men By These Presents:

THAT WE, R. David Adelberg, 1235 Mathieson Building, Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of - EIGHTY-THREE HUNDRED AND NO/100 - - - Dollars ($ 8300.00), 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 R. David Adelberg

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County

has been appointed trustee to sell property known as Box 206, Queenstown Road, Severn, Anne Arundel County, Maryland mentioned in the proceedings in the case of

FILED
1962 JAN 30 AM 9:50

Improvements Corporation of Maryland

vs.

Roy R. Jackson and Leverna A. Jackson, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN R. David Adelberg 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

Genevieve E. Landon
Genevieve E. Landon

R. David Adelberg (SEAL)
R. David Adelberg

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech
William A. Weech, Attorney-in-Fact

~~XXXXXX~~ WITNESS:

S. Alvey
S. Alvey

Bond approved this 30 day of January, 1962

George T. Cromwell, Clerk

1-307-Md. Trustee—Receiver 500-9-51

HARRY ADELBERG, Solicitor
Mathieson Building
Baltimore 2, Md.

Trustee's Sale

VALUABLE FEE-SIMPLE
ONE-STORY STUCCO
BUNGALOW
KNOWN AS
BOX 206 QUEENSTOWN ROAD
DUNBAR HEIGHTS
SEVERN, MD.

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, passed in the matter of Improvements Corp. of Maryland, vs. Roy and Leverna Jackson, the undersigned Trustee will sell at public auction, on the premises, on

Tuesday,
February 6, 1962
At 2:00 o'clock P.M.

ALL that lot of ground and improvements thereon situated in the 4th election district of Anne Arundel County, and described as follows:

Said lot having a frontage of 30 feet and a depth of 130 feet, more or less, as shown on the Plat of Dunbar Heights, located on Simpson Ave., and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 1 Folio 60 (also may be found in Cabinet 1, Rod D Plat 5, filed Dec. 2, 1926) and being known as Box 206, Queenstown Road. In Fee-Simple, and improved by a one-story stucco bungalow containing 5 rooms and bath and oil heat.

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

Taxes, expenses, Anne Arundel County Sanitary charges and other Municipal liens and charges are to be adjusted to day of sale.

A deposit of $600.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

No. R. DAVID ADELBERG
Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440

F-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 296

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1962

We hereby certify, that the annexed Trustee's Sale

Roy and Leverna Jackson
14,737

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1962. The first insertion being made the 11th day of January, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By Hazel Fitzhugh

LIBER 140 PAGE 297

IMPROVEMENTS CORPORATION :
OF MARYLAND :
VS :
:
ROY AND LEVERNA JACKSON. :

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

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

AUCTIONEER'S CERTIFICATE

I, hereby certify that I have on this 6th day of February, 1962, sold the property described in the attached advertisement of sale, at and for the sum of Twenty-Five Hundred ($2500.00) Dollars. to Michael Demyan 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 6th day of February, 1962, purchased the property described in the attached advertisement of sale from R. David Adelberg, Trustee, at and for the sum of Twenty Five Hundred ($2500.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Michael Demyan

TEST: R. David Adelberg

Purchasers

HARRY ADELBERG, Solicitor
Mathieson Building
Baltimore 2, Md.

Trustee's Sale

VALUABLE FEE-SIMPLE ONE-STORY STUCCO BUNGALOW KNOWN AS BOX 206 QUEENSTOWN ROAD DUNBAR HEIGHTS SEVERN, MD.

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, passed in the matter of Improvements Corp. of Maryland, vs. Roy and Leverna Jackson, the undersigned Trustee will sell at public auction, on the premises, on

Tuesday, February 6, 1962 At 2:00 o'clock P.M.

ALL that lot of ground and improvements thereon situated in the 4th election district of Anne Arundel County, and described as follows:

Said lot having a frontage of 90 feet and a depth of 130 feet, more or less, as shown on the Plat of Dunbar Heights, located on Simpson Ave., and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 1 Folio 60 (also may be found in Cabinet 1, Rod D Plat 5, filed Dec. 2, 1926) and being known as Box 206, Queenstown Road, in Fee-Simple, and improved by a one-story stucco bungalow containing 5 rooms and bath and oil heat.

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

Taxes, expenses, Anne Arundel County Sanitary charges and other Municipal liens and charges are to be adjusted to day of sale.

A deposit of $600.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

R. DAVID ADELBERG
Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto., 2, Md.
PLaza 2-8440

F.1

FILED

1962 FEB -8 AM 11:14

8

IMPROVEMENTS CORPORATION OF MARYLAND	*	IN THE
	*	
	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
ROY R. JACKSON and LEVERNA JACKSON, his wife	*	ANNE ARUNDEL COUNTY IN EQUITY
	*	
	*	Docket 20, Folio 78, 1961
	*	Case No. 14737
	*	

LIBER 140 PAGE 298

****

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

The Report of Sale of R. David Adelberg, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple premises known as Box 206, Queenstown Road, in the proceedings in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette newspaper published in Glen Burnie, Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Trustee R. David Adelberg did pursuant to said notice on Tuesday the 6th day of February 1962 at 2:00 o'clock p.m. attend on the premises and then and there sold the fee simple property and improvements aforesaid at and for the sum of Twenty-Five Hundred ($2,500.00) Dollars, to Michael Demyan, as per auctioneer's certificate and purchaser's agreement and notice of sale attached hereto.

R. David Adelberg, Trustee

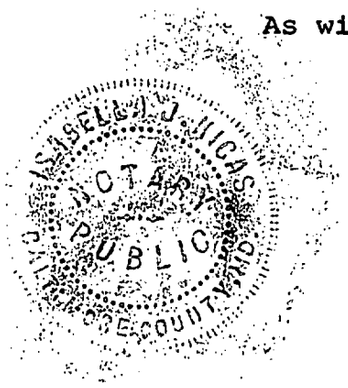
FILED

1962 FEB -8 AM 11:14

State of Maryland, County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 7th day of February, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared R. David Adelberg, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,



Isabella J. Kicas

Isabella J. Kicas Notary Public

ORDER NISI

IMPROVEMENTS CORPORATION
OF MARYLAND

versus

ROY R. JACKSON and
LEVERNA JACKSON, his wife

LIBER 140 PAGE 300
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,737 Equity

Ordered, this 8th day of February, 19 62, That the sale of the property in these proceedings mentioned made and reported by R. DAVID ADELBERG, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of March next.

The report states that the amount of sale was $ 2,500.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

R. DAVID ADELBERG, Atty. Md. Gazette (For February 15 Edition)
(Final Order)

IMPROVEMENTS CORPORATION
OF MARYLAND

versus

ROY R. JACKSON and
LEVERNA JACKSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20 day of March, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1962 MAR 20 PM 12:04

LIBER 140 PAGE 301

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,737 Equity

Improvements Corporation of Maryland

versus

ROY R. JACKSON and LEVERNA JACKSON, his wife

Ordered, this 8th day of February, 1962, That the sale of the property in these proceedings mentioned made and reported by R. DAVID ADELBERG, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of March next.

The report states that the amount of sale was $2,500.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,737

Roy R. Jackson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of March, 1962. The first insertion being made the 15th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel T. Tilghman

FILED

No. M. G. 27543 1962 MAR 15 PM 4:37

Equity No. 14,737.

LIBER 140 PAGE 302

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.:

I HEREBY CERTIFY, That on this 6th DAY OF February 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ AFORESAID, personally appeared MICHAEL DEMYAN, _____, 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 mentioned in the said Report of Sale.

Michael Demyan
Purchaser Michael Demyan

Kathryn M. Conboy
Notary Public

Michael Demyan

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-g-3 Affidavit of Purchaser) Page 519 & 520

FILED

1962 JUN 12 AM 9:55

13

LIBER 140 PAGE 303

In the Case of

Improvements Corporation of Maryland

VS.

Roy R. Jackson and

Leverna Jackson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,737 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

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: Dep, deputy

FILED

1962 JUL -2 AM 10:06

14

Dr. Mortgaged Real Estate of Roy R. Jackson & Leverna A. Jackson, his wife

In Acct. with R. David Adelberg, Trustee

					Cr.	
	By	Amount of sale, as per Trustee's				
		Report of sale filed	2,500	00		
	By	Interest on deferred payment, 6% on				
		$2,200.00 2/6/62 to 6/4/62 118 days	43	27		
					2,543	27
	To	Trustee for fee, viz.	50	00		
	To	Trustee, for commissions	108	58		
					158	58
	To	Trustee, for court costs				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	22	50		
					60	50
	To	Trustee, for disbursements				
		Capital-Gazette Press, Inc.				
		Advertisement & Order Nisi- sale	74	52		
		Sunpapers - Adv. - sale	39	00		
		New Amsterdam Casulty Co.- bond	33	20		
		A. J. Billig, Auctioneer's fee	100	00		
		Adjustment, 1962 State & County taxes	1	96		
		½ Federal & State Revenue stamps	4	13		
					252	81
	To	Improvements Corporation of Md.,				
		Assignee of Mortgage (GTC 1256 fo.321			2,071	38
		Balance due on Mortgage as per				
		Mortgage claim, filed	8,349	50		
		Interest, 6%, on $8,349.50 from				
		11/27/61 to 6/27/62	292	23		

			8,641	73		
		Credit amount allowed above	2,071	38		
		This amount subject to decree in				
		personam	6,570	35		

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR
EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 12713 EQUITY
	:	

LIBER 140 PAGE 306

ORDER TO DOCKET FORECLOSURE SUIT

MR. CLERK:

Please docket this foreclosure of mortgage suit and file the original mortgage from Edward Ernest Mekins and Virginia C. Mekins, his wife, to The Capital Building and Loan Association of Baltimore City, dated July 7, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695, folio 301, Marked as Plaintiff's Exhibit No. 1, and an assignment from Capital Savings and Loan Association, Inc., a body corporate, formerly The Capital Building and Loan Association of Baltimore City, to Reynolds Engineering and Supply, Inc., a body corporate, dated March 5, 1959 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1283, folio 109, marked Plaintiff's Exhibit No. 2, an assignmentfrom Reynolds Engineering & Supply, Inc., a body corporate, to Beverly Polt, dated October 9, 1959 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1339, folio 557, marked Plaintiff's Exhibit No. 3, and the assignment dated March 16, 1960 from Beverly Polt to the undersigned for the purpose of foreclosure.

Morris Turk

Morris Turk, Assignee
Maryland Inn, Annapolis, Maryland
Colonial 3-4341

FILED
1960 MAR 23 AM 11:49

Form 814

LIBER 695 PAGE 301

LIBER 140 PAGE 307

No. 11,036 Equity

[DR.—CITY OR COUNTY]

Mortgage

THIS MORTGAGE, Made this 7th day of July, in the year Nineteen Hundred and Fifty-two, by and between Edward Ernest Mekins and Virginia C. Mekins, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirty-five Hundred Dollars ($ 3500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Thirty-five Hundred Dollars ($ 3500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Thirty-five Dollars ($ 35.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 19 52, and continuing on the first day of each month thereafter until the principal, interest and such ~~fines and~~ charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot Numbered Two Hundred Fourteen (214) as shown on Plat Four (4) of Elvaton Acres, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

BEING the same lot 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 hereto, was granted and conveyed by Newson C. Prillaman and wife to the herein named Mortgagors.

PLAINTIFF'S Exhibit No. 1

FILED

1960 MAR 23 AM 11:49

Plaintiff's Exhibit A.
Filed 8 June, 1954.

THIS loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions ~~of Sections 720 to 732, inclusive, of Chapter 123~~, of the Laws of Maryland, ~~passed at the January session in the year 1898~~ or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, ~~Sections 6 to 10, inclusive~~, of the Maryland Code ~~(1924)~~ Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, fee, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, fee, expenses, and commission; and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; Second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

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

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

WITNESS:

Virginia Reymann
Virginia Reymann

Edward Ernest Mekins (SEAL)
Edward Ernest Mekins

(SEAL)

Virginia C. Mekins (SEAL)
Virginia C. Mekins

(SEAL)

LIBER 140 PAGE 310

STATE OF MARYLAND, BALTIMORE ~~CITY~~ County, to wit:

I HEREBY CERTIFY, That on this 7th day of July, 19 52, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared Edward Ernest Mekins and Virginia C. Mekins, his wife, known to me to be

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

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

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

Virginia Reymann
Virginia Reymann Notary Public

My commission expires May 4, 1953

Recorded-17th-July-1952-at-10:00-A.M.

SHORT ASSIGNMENT OF MORTGAGE

For value recieved, I hereby assign the within mortgage to Morris Turk for the purpose of foreclosure.

Witness my hand and seal this 16th day of March, 1960.

Witness:

Max Polt
MAX POLT

Beverly Polt (SEAL)
Beverly Polt

For prior assignments, see Libers G.T.C. 1283, folio 109 and G.T.C. 1339, folio 557

ANNE ARUNDEL COUNTY

Mortgage 3941

FROM

EDWARD ERNEST MEKINS

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN

ASSOCIATION OF BALTIMORE CITY

Received for Record 12 Day of July, 1952, at 10 A.M. and the same duly recorded in Liber J.H.H. No. 695 Fol. 304 Land Records of Anne Arundel County.

Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 10829-T

Property:

Lot 214, Plat 4
Elvaton Acres

Description approved

Execution approved

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1960 MAR 22 AM 11:27
& RECORDED IN LIBER 695 FOLIO 304
GEO. F. CROMWELL, CLERK

LIBER 140 PAGE 311

BOOK 1283 PAGE 109

This Assignment of Mortgage, made this 5th day of March, 1959 by Capital Savings and Loan Association, Inc. a body corporate, of the first part and Reynolds Engineering and Supply, Inc., a body corporate, party of the second part.

Witnesseth that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Capital Savings and Loan Association, Inc. does hereby grant and assign, without recourse, unto the said Reynolds Engineering and Supply, Inc. its successors and assigns, all its right, title and interest in a certain mortgage made to Capital Building and Loan Association of Baltimore City, by Edward Ernest Mekins and Virginia C. Mekins, his wife, dated July 7, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 301, and also all its right, title and interest in and to the property described in said mortgage and the mortgage debt intended to be secured thereby. The Capital Building and Loan Association of Baltimore City, having changed its name to Capital Savings and Loan Association, Inc. by amendment to its Charter.

Witness the corporate seal of Capital Savings and Loan Association Inc. and the signature of Carl F. Dockman, its President.

WITNESS:

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

CAPITAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1907 BALTIMORE-MARYLAND

BY: Carl F. Dockman
Carl F. Dockman President

Mary E. Bauer
Mary E. Bauer

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of March, in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared, Carl F. Dockman, President of Capital Savings and Loan Association, Inc. and he acknowledged the aforegoing Assignment of Mortgage to be the act of said body corporate.

AS WITNESS, my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

FILED
1960 MAR 23 AM 11:49

Rec'd for record Mar. 28, 1959 at 10:16 A.M.
Mailed to Mac Pat

PLAINTIFF'S EXHIBIT NO. 2.

LIBER 140 PAGE 312

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of an Assignment of Mortgage as recorded in Liber G. T. C. No. 1283, Folio 109, 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 29th. day of February, 1960, A. D.

George T. Cromwell per GB

George T. Cromwell, Clerk

BOOK 1339 PAGE 557 LIBER 140 PAGE 313

This DEED, made this 9th day of October, 1959, by Reynolds Engineering & Supply, Inc., a body corporate, of the City of Baltimore, State of Maryland.

WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Reynolds Engineering & Supply, Inc., does hereby grant and assign unto Beverly Polt, with recourse, all of its right, title and interest in the following mortgages on properties located in Anne Arundel County, held by Reynolds Engineering & Supply, Inc.:

1. Mortgage on property owned by Edward Ernest Mekins and Virginia C. Mekins, his wife. Recorded in Liber J.H.H. 695, Folio 301.

2. Mortgage on property owned by Garfield Blunt and Clara Blunt, his wife. Recorded in Liber G.T.C. No. 1290, Folio 462.

AS WITNESS the corporate seal of Reynolds Engineering & Supply, Inc. and the signature of William Pearlman, its President.

REYNOLDS ENGINEERING & SUPPLY, INC.

TEST:

Max Polt

MAX POLT

BY William Pearlman (SEAL)

WILLIAM PEARLMAN, PRESIDENT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 9th day of October in the year one thousand nine hundred and fifty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Pearlman, President of Reynolds Engineering & Supply, Inc. and he acknowledged the aforegoing Assignment of Mortgage to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

Max Polt

MAX POLT, Notary Public

FILED
1960 MAR 23 AM 11:50

Rec'd for record Oct. 15, 1959 at 10:10 A.
Mailed to Max Polt

3.50

PLAINTIFF'S EXHIBIT No. 3

4

LIBER 140 PAGE 314

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber G.T.C. No. 1339, folio 557, 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 29th. day of February, 1960, A. D.

George T. Cromwell, Clerk

George T.Cromwell, Clerk

9

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

LIBER 140 PAGE 315
MORRIS TURK, ASSIGNEE

vs.

EDWARD E. MEKINS AND

VIRGINIA C. MEKINS, HIS WIFE

IN THE

CIRCUIT COURT ~~No.~~ 2

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. .....

Filed .....

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 Max Polt

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.

Max Polt

MAX POLT, *Affiant.*

Subscribed and sworn to before me

this 22nd day of March 19 60

Gloria J. Evans

GLORIA J. EVANS, *Notary Public*

FILED

1960 MAR 23 AM 11:49

STATEMENT OF MORTGAGE CLAIM

MORRIS TURK, ASSIGNEE

vs.

EDWARD E. MEKINS AND

VIRGINIA C. MEKINS, HIS WIFE

LIBER 140 PAGE 316
DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT No. 2

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Mortgage Dated July 7, 1952	-	$3500.00	
Balance to February 8, 1960	-		$2405.87
Interest to April 1, 1960	-		25.00
Total Balance Due on Mortgage	-		$2430.87

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of March in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

Max Polt, Attorney for Beverly Polt

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
1960 MAR 23 AM 11:49

AS witness my hand and Notarial Seal,

Gloria J. Evans
GLORIA J. EVANS, *Notary Public.*

G 22056

LIBER 140 PAGE 317
LIBER 10 PAGE 233

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 13,713 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, MORRIS TURK

as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THREE THOUSAND DOLLARS ($3,000.00) ---------- **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** 26th **day of** April , 1960 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Edward Ernest Mekins and Virginia C. Mekins, his wife **to** Capital Building and Loan Association of Baltimore City ---------- , **bearing date on or about the** 7th **day of** July , 1952, **the said** Morris Turk **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** Morris Turk **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
Ethel M. Carle

Morris Turk (SEAL)
Morris Turk **PRINCIPAL**

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED
1960 APR 26 AM 9:45

Bond filed and approved the 26th day of April 1960
George T. Cromwell, Clerk

MORRIS TURK
Maryland Inn,
Annapolis, Maryland

Assignee's Sale

OF IMPROVED FEE SIMPLE PROPERTY

LOCATED AT ELVATON ACRES THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY MARYLAND

By virtue and under the Power of Sale contained in the mortgage from Edward Ernest Mekins and Virginia C. Mekins, his wife, dated July 7, 1952 to Capital Building and Loan Association of Baltimore City, and recorded among the Land Records of Annb Arundel County in Liber J.H.H. No. 695, folio 301, and by mesne assignments, assigned to the undersigned on March 16, 1960 for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Tuesday, April 26, 1960 at 11 O'Clock A. M.

All that lot or parcel of ground situate in the Third Election District, Anne Arundel County, Maryland, more particularly described as follows:

Being Known as and Designated as Lot 214, Plat 4, Elvaton Acres, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 20, page 16 (old reference: Plat Cabinet 3, Rod R-1, Plat 13).

BEING the same property conveyed unto the mortgagors by deed dated July 7, 1952 from Newson C. Prillaman and wife and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695, folio 299.

This property is improved by an asbestos shingle dwelling with composition roof.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at the time of sale. The balance, with interest at 6 per cent, to be paid upon final ratification of sale. Taxes and other public charges and expenses, if any, to be adjusted to the date of sale.

Morris Turk
Assignee

A-21

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 318

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1960

We hereby certify, that the annexed

Assignee's Sale

Edward Ernest Mekins

Equity No. 13,713

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of April, 1960. The first insertion being made the 31st day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 MAY -4 PM 1:36

By H. Tilghman

LIBER 140 PAGE 319 ASSIGNMENT OF MORTGAGE BOOK 1538 PAGE 482

THIS DEED, Made this 6th day of May, 1960, by BEVERLY POLT and also MORRIS TURK, assignee for purposes of foreclosure.

W I T N E S S E T H

That in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said Beverly Polt and Morris Turk do hereby grant and convey all their right, title and interest unto the Improvements Corporation of Maryland, in a certain mortgage by EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife, to THE CAPITOL BUILDING AND LOAN ASSOCIATION of Baltimore City, dated the 7th day of July, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 695, folio 301/and assigned by The Capital Savings and Loan Association, Inc., to Reynolds Engineering and Supply Co., Inc., said assignment dated March 5, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC, No. 1283, folio 109, and assigned by Reynolds Engineering and Supply Co., Inc. to Beverly Polt, said assignment dated October 9, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC, No. 1339, folio 557, and assigned by Beverly Polt to Morris Turk for purposes of foreclosure, said assignment being dated the 16th day of March, 1960, and being recorded among the Land Records of Anne Arundel County in Liber GTC, No. JHH 695, folio 304.

AS WITNESS the hands and seals of the said assignees the day and year first above written.

WITNESS:

Max Polt
Max Polt

Beverly Polt (SEAL)
Beverly Polt

Morris Turk (SEAL)
Morris Turk

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 10th day of January, 1962, before me, the subscriber, a Notary Public in and for the State and CITY aforesaid, personally appeared BEVERLY POLT, aforegoing Assignor in the above Assignment of Mortgage and acknowledged said instrument to be her act and deed.

Max Polt
Max Polt

STATE OF MARYLAND,
CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 10th day of January, 1962, before me, the subscriber, a Notary Public in and for the State and CITY aforesaid, personally appeared MORRIS TURK, aforesaid Assignor in the above Assignment of Mortgage and acknowledged said instrument to be his act and deed.

Max Polt
Max Polt Notary Public

Rec'd for record Jan 19, 1962 at 9:51 A.M.
Filed 1962 JAN 24 AM 11:48 per Equity 13,213

1962 JAN 24 AM 11:48

LIBER 140 PAGE 320 ASSIGNMENT OF MORTGAGE BOOK 1538 PAGE 483

THIS DEED, Made this 15th day of January, 1962, by IMPROVEMENTS CORPORATION OF MARYLAND, a body corporate, Assignor for purposes of foreclosure

W I T N E S S E T H

That in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said Improvements Corporation of Maryland does hereby grant and assign unto R. DAVID ADELBERG, for purposes of foreclosure, all its right, title and interest in a certain mortgage by EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife, to The Capital Building and Loan Association of Baltimore City, dated the 7th day of July, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 695, folio 301, said mortgage being assigned to Improvements Corporation of Maryland by Beverly Polt and Morris Turk by assignment, dated the 6th day of May, 1960, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

AS WITNESS the corporate seal of IMPROVEMENTS CORPORATION OF MARYLAND, and the signature of CHARLES RUBIN its Vice-President.

ATTEST:

M. Brahms Asst Secy
M. Brahms

IMPROVEMENTS CORPORATION OF MARYLAND

By: Charles Rubin
Charles Rubin, Vice President

STATE OF NEW YORK
COUNTY OF WESTCHESTER, to wit:

I HEREBY CERTIFY, that on this 15th day of January, 1962, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES RUBIN, Vice-President of Improvements Corporation of Maryland, and made oath in due form of law that he is agent of the Assignor, and is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Alvin L. Davis

Notary Public

ALVIN L. DAVIS
Notary Public, State of New York
No. 60-0873535
Qualified in Westchester Co.
Term Expires March 30, 1962

Rec'd for record Jan 19, 1962 at 9:51 A.M.
Filed in Equity 13,713

FILED
1962 JAN 24 AM 11:48

LIBER 140 PAGE 321

Morris Turk, Assignee	*	IN THE
	***	
	*	CIRCUIT COURT
	*	
vs	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY
Edward Ernest Mekins and	*	
Virginia C. Mekins, His wife	*	Case No. 13713
	***	

****

ORDER TO STRIKE APPEARANCE

Mr. Clerk:

Please strike my appearance as Attorney in the above captioned case.

Morris Turk

FILED

1962 JAN 24 PM 12:03

LIBER 140 PAGE 322

Morris Turk, Assignee	*	IN THE
	*	
	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY
	*	
Edward Ernest Mekins and Virginia C. Mekins, his wife	*	CASE NO. 13713
	*	

****

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter the appearance of R. David Adelberg, as Attorney in the above captioned case.

R. David Adelberg

R. David Adelberg

FILED

1962 JAN 24 PM 12:08

LIBER 140 PAGE 323

Morris Turk, Assignee	*	IN THE
	*	
	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY
	*	
Edward Ernest Mekins and Virginia C. Mekins, his wife	*	CASE NO. 13713
	*	

****

Mr. Clerk:

The mortgage in the above captioned case has been assigned to R. David Adelberg, for purposes of foreclosure, as per Assignment recorded among the Land Records of Anne Arundel County the 19th day of January, 1962 and filed among the papers in the captioned case. Pursuant to said Assignment, please enter the captioned case to the use of R. David Adelberg, Assignee.

R. David Adelberg

R. David Adelberg

FILED

1962 JAN 24 PM 12:08

LIBER 140 PAGE 324

MORRIS TURK, Assignee	*	IN THE
to the use of	*	
R. David Adelberg, Assignee	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
EDWARD ERNEST MEKINS and	*	ANNE ARUNDEL COUNTY
VIRGINIA C. MEKINS, his wife	*	
	*	Case No. 13713

****

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of R. David Adelberg, Assignee, for purposes of foreclosure under the mortgage from Edward E. Mekins and Virginia C. Mekins to the Capital Building & Loan Association of Baltimore City dated July 7, 1952, and recorded among the land records of Anne Arundel County and Liber. JHH 965, Folio 301.

Mortgage Amount	$3,500.00
Balance March 1960	2,430.87
Interest to Date - 3/8/62	274.00
Balance Due	2,704.87

R. David Adelberg, assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 28th 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 County of Baltimore, personally appeared R. David Adelberg, Assignee, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Isabella J. Kicas

Isabella J. Kicas, Notary Public

ISABELLA J. KICAS NOTARY PUBLIC BALTIMORE COUNTY

FILED

1962 MAR -1 AM 9:30

19

Bond No. 75 40 191

LIBER 140 PAGE 325

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 13 713 Equity

LIBER 11 PAGE 264

KNOW ALL MEN BY THESE PRESENTS:

That we, R. David Adelberg, 10 Light 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 TWO THOUSAND EIGHT HUNDRED AND 00/100 ($2,800.00) ----
---------- Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of February in the year of our Lord Sixty-two

Whereas, the above bounden R. David Adelberg

by virtue of the power contained in a mortgage from Edward Ernest Mekins and Virginia C. Mekins, his wife to The Capital Building and Loan Association of Baltimore City bearing date the 7th day of July, 1952 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 695 Folio 301 and R. David Adelberg

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 R. David Adelberg

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 R. David Adelberg

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:

Isabella J. Kicas — R. David Adelberg (SEAL)
Isabella J. Kicas — R. David Adelberg

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter — By Joseph C. McHugh, Attorney-in-Fact
Hilda V. Hunter — As to Surety

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED
1962 MAR -2 AM 9:33

Bond approved this 24 day of March, 1962
George T. Crommell, Clerk

LIBER 140 PAGE 326

R. David Adelberg, Assignee of CAPITAL BLDG. & LOAN ASSOCIATION OF Baltimore City

VS

EDWARD ERNEST MEKIN and VIRGINIA C. MEKIN, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 2nd day of March, 1962, sold the property described in the attached advertisement of sale, at and for the sum of Forty Four Hundred Twenty Five — Dollars to Harold E. Slanker, Jr. being at that figure the highest bidder therefore, and I further certify that the same was fairly made.

A. J. BILLIG & CO.

By Jack Billig
Jack Billig Auctioneer

PURCHASERS' AGREEMENT

We hereby certify that we have on this 2nd day of March, 1962, purchased the property described in the attached advertisement of sale from R. David Adelberg, Assignee, at and for the sum of Forty Four Hundred Twenty Five 00/00 DOLLARS, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Harold E. Slanker, Jr.

Purchasers

TEST: Jack Billig

HARRY ADELBERG, Attorney
Mathieson Bldg.,
Balto., Md.

Mortgage Sale

VALUABLE 1 STORY FRAME FEE-SIMPLE DWELLING KNOWN AS BOX 368 BROOKWOOD ROAD MILLERSVILLE, ANNE ARUNDEL COUNTY, MD.

SALE ON PREMISES

Friday, March 2, 1962 At 2 P.M.

Under and by virtue of the Power and Authority contained in a Mortgage from Edward Ernest Mekin and Virginia C. Mekin, his wife, to Capital Bldg. & Loan Association of Baltimore City, dated July 7, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695 Fol. 301 and which Mortgage was assigned to R. David Adelberg, for the purpose of foreclosure (and default having occurred thereunder) the undersigned assignee will sell at public auction, on the premises, the following:

Property being known and designated as Lot 214 as shown on Plat 4 — Elvaton Acres, on Plat recorded in Plat Records of A. A. Co. in Plat Cabinet 3 Rod F - 1 Plat 13. Being in fee-simple. The property to be sold subject to conditions, restrictions, and agreements of record affecting same, if any.

IMPROVEMENTS CONSIST OF A ONE-STORY FRAME WHITE ASBESTOS SHINGLE DWELLING, PORCH FRONT, WITH BATH AND OIL HEAT.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of A. A. Co., and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Metropolitan Sanitary District Liens, if any, to be adjusted to date of sale.

R. DAVID ADELBERG,
Assignee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.,
Balto. 2, Md.
Plaza 2-8440

M-

LIBER 140 PAGE 327

STATE OF MARYLAND, Balto County, Sct.:

I HEREBY CERTIFY, That on this 2nd DAY OF March 19 6 V, before me, the subscriber, a Notary Public of the State of Maryland, in and for Balto Co. AFORESAID, personally appeared Harold E Slanker, Jr., 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 real estate mentioned in the said Report of Sale.

Harold E Slanker Jr.
Purchaser Harold E. Slanker, Jr.

Jack F. Billig
Jack F. Billig Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTO. CO., MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

32.

LIBER 140 PAGE 328

MORRIS TURK, Assignee to the use of R. DAVID ADELBERG, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife	*	ANNE ARUNDEL COUNTY Case No. 13713

* * * * * * *

REPORT OF SALE

The Report of Sale of R. David Adelberg, Assignee, for purpose of foreclosure of fee simple premises known as Box 368 Brookwood Road, Millersville, Anne Arundel County, Maryland in these proceedings and cause of action respectfully says:

That after giving bond with security for the faithful discharge of his trust which bond was duly approved and after given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland-Gazette, a newspaper published in Glen Burnie, Anne Arundel County, Maryland, for more than three successive weeks preceding the date of sale, the said R. David Adelberg, Assignee, did pursuant to said notice on Friday, March 2nd, 1962, at 2 O'clock P.M. attend on the premises and then and there sold the fee simple property and improvements thereon at and for the sum of FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS ($4,425.00) to HAROLD E. SLANKER, JR. as per the attached Auctioneer Certificate, Purchaser's Agreement and Notice of Sale, and Purchaser's

23

Affidavit attached hereto.

R. David Adelberg assignee

R. David Adelberg, Assignee
for Purchaser for Purposes
of Foreclosure

STATE OF MARYLAND, ~~XXXX~~ COUNTY OF BALTIMORE:

I HEREBY CERTIFY, That on this 7th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~XXXX~~ County of Baltimore aforesaid, personally appeared R. DAVID ADELBERG, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Isabella J. Kicas - Notary Public

ORDER NISI

MORRIS TURK, Assignee to the use of
R. DAVID ADELBERG, Assignee

versus

EDWARD ERNEST MEKINS and
VIRGINIA C. MEKINS, his wife

LIBER 140 PAGE 330
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,713 Equity

Ordered, this 8th day of March, 19 62, That the sale of the property in these proceedings mentioned made and reported by R. DAVID ADELBERG, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was $ 4,425.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

R. DAVID ADELBERG, Atty.

Md. Gazette (For March 15th Edition)

(Final Order)

MORRIS TURK, Assignee to the use of
R. DAVID ADELBERG, Assignee

versus

EDWARD ERNEST MEKINS and
VIRGINIA C. MEKINS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th 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. Bowie Duckett
JUDGE.

FILED
1962 MAY 14 PM 12:14

HARRY ADELBERG, Attorney
Mathieson Bldg.,
Balto., Md.

Mortgage Sale

VALUABLE 1 STORY FRAME FEE-SIMPLE DWELLING KNOWN AS BOX 368 BROOKWOOD ROAD MILLERSVILLE, ANNE ARUNDEL COUNTY, MD. SALE ON PREMISES

Friday, March 2, 1962
At 2 P.M.

Under and by virtue of the Power and Authority contained in a Mortgage from Edward Ernest Mekin and Virginia C. Mekin, his wife, to Capital Bldg. & Loan Association of Baltimore City, dated July 7, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695 Fol. 301 and which Mortgage was assigned to R. David Adelberg, for the purpose of foreclosure (and default having occurred thereunder) the undersigned assignee will sell at public auction, on the premises, the following:

Property being known and designated as Lot 214 as shown on Plat 4 — Elvaton Acres, on Plat recorded in Plat Records of A. A. Co. in Plat Cabinet 3 Rod F - 1 Plat 13. Being in fee-simple. The property to be sold subject to conditions, restrictions, and agreements of record affecting same, if any.

IMPROVEMENTS CONSIST OF A ONE-STORY FRAME WHITE ASBESTOS SHINGLE DWELLING, PORCH FRONT, WITH BATH AND OIL HEAT.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of A. A. Co., and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Metropolitan Sanitary District Liens, if any, to be adjusted to date of sale.

R. DAVID ADELBERG,
Assignee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.,
Balto. 2, Md.
Plaza 2-8440 M-1

No.

OFFICE O

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 331

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9, 1962

We hereby certify, that the annexed

Mortgagee Sale 13,713

Edward Ernest Mekin

Brookwood 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 2nd day of March, 1962. The first insertion being made the 8th day of February, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962 MAR
AR -9 PM 5:22

26

ASSIGNMENT OF MORTGAGE

LIBER 140 PAGE 332

THIS DEED, Made this 6th day of May, 1960, by BEVERLY POLT and MORRIS TURK, assignee for purposes of foreclosure.

W I T N E S S E T H

That in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said Beverly Polt and Morris Turk do hereby grant and convey all their right, title and interest unto the Improvements Corporation of Maryland and R. David Adelberg, in a certain mortgage by EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife, to THE CAPITOL BUILDING and LOAN ASSOCIATION of Baltimore City, dated the 7th day of July, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 695, folio 301, and assigned by The Capitol Building and Loan Association to Beverly Polt by assignment dated , 196 , assignment being recorded among the Land Records of Anne Arundel County in Liber GTC No. , folio , and assigned by Beverly Polt to Morris Turk for purposes of foreclosure, said assignment being dated the 16th day of March, 1960, and being recorded among the Land Records of Anne Arundel County in Liber GTC No. , folio

Equity No. 13,713

AS WITNESS the hands and seals of the said assignees the day and year first above written.

WITNESS:

Max Polt

Max Polt

Beverly Polt (SEAL)
Beverly Polt

Nancy S. Hopkins

Morris Turk (SEAL)
Morris Turk

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY, that on this 24th day of November, 1961, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared BEVERLY POLT, aforegoing Assignor in the above Assignment of Mortgage and acknowledged said instrument to be her act and deed.

STATE OF MARYLAND, Anne Arundel County, ss:

I HEREBY CERTIFY, that on this 28th day of November, 1961, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MORRIS TURK, aforegoing Assignor in the above Assignment of Mortgage and acknowledged said instrument to be his act and deed.

Nancy S. Hopkins
Notary Public

FILED

1962 MAR 28 PM 1:10

27

LIBER 140 PAGE 333 M-311

LIBER 1261 PAGE 180

THIS MORTGAGE, made this 11th day of NOVEMBER 19 58, by and between EDWARD E. MEKINS & VIRGINIA MEKINS (HIS WIFE) of the City of Baltimore, State of Maryland, parties of the first part, Mortgagors, and Reynolds Engineering & Supply, Inc., a body corporate of the state of Maryland, party of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full and just sum of SEVENTY FOUR HUNDRED & EIGHTY EIGHT Dollars ($7488.00) XX XX

and have agreed to repay the said sum in 120 consecutive monthly instalments of $ 62.40 each, (except the final installment which shall be the balance then due on this Mortgage) commencing 15 day of MARCH, 1959 and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum and to secure the payment of which this mortgage is executed.

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 other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor do grant, convey and assign unto the said Mortgagee its successors and assigns, the following properties, the improvements thereon being known as No.....

Box 368 Brookwood Rd. Millersville Md. Anne Arundel County

.....

AND it is agreed that, until default be made in the premises, said Mortgagors, their executors, administrators, heirs or assigns, shall posses the aforesaid property upon paying all taxes, water charges, interest, principal and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagors do hereby covenant to pay when legally demandable. And in case of any default in the payment of the aforesaid Mortgage debt, principal, or interest, or in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be due and payable and the said Mortgagors do hereby assent to the passage of a decree for the sale of the property hereby mortgaged. The said Mortgagors do hereby further authorize the said Mortgagee, its successors, or assigns, or its duly authorized attorney or agent of the Mortgagee after default in the covenants or conditions of this Mortgage to sell the hereby mortgaged property in accordance with Article 66 of the Public General Laws of the State of Maryland or any other general, or local laws of the State of Maryland or any supplements or additions thereto relating to Mortgages. And upon any sale of said property, the proceeds shall be applied first to the payment of all expenses incident to said sale, including an Attorney's Fee of Fifty Dollars and a commission to the party making the sale, and secondly to the payment of all claims of the said Mortgagee, its successors or assigns, and thirdly, the balance, if any, to said Mortgagors, their executors, administrators, heirs or assigns.

And the said Mortgagors do covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its successors or assigns, the improvements on the hereby Mortgaged property to the extend of said Mortgage lien or claim hereunder.

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

Wherever the context so requires plural words shall be construed in the singular.

WITNESS the hands and seals of said Mortgagors.

Test:

Samuel Cohen

Edward R. Mekins

X Edward E. Mekins (SEAL)

X Virginia Mekins (SEAL)

Virginia Mekins

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

I Hereby Certify on this 11th day of NOVEMBER 19 58, before me the subscriber, a Notary Puhlic of the State of Maryland, in and for the City aforesaid, personally appeared EDWARD E. MEKINS AND VIRGINIA MEKINS (HIS WIFE) the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act.

Appeared this day of Nov. 11th 19 58, [illegible] Agent of Reynolds Engineering & Supply, Inc., and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth, and that he is the duly authorized agent of said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Samuel Cohen Notary Public

My commission expires May 4th 19 59

FILED

1962 MAR 28 PM 4:10

Exh. No 1

Recorded Dec 19, 1958 at 11:39 A.M.

LIBER 140 PAGE 334

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 DEC 19 AM 11:39
& RECORDED IN LIBER GTC
NO. 1261 FOLIO 181
GEO. I. CROMWELL, CLERK

M-31

Mortgage

FROM

EDWARD E. MENINS

VIRGINIA MENINS

TO

REYNOLDS ENG. & SUPPLY INC.

Short Assigned to

Improvements Corporation of Maryland

RECEIVED FOR RECORD on the ..... day of ..... at ..... o'clock ..... M., and recorded in Liber No. ..... at folio ..... one of the Land Records of ..... CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 DEC 19 AM 11:39
& RECORDED IN LIBER GTC
NO. 1261 FOLIO 180
GEO. I. CROMWELL, CLERK

LIBER 1261 PAGE 181

Baltimore, Md. Dec 17, 1958

FOR VALUE RECEIVED, Reynolds Engineering & Supply, Inc., hereby assigns all its right, title, interest and estate in and to the within Mortgage to IMPROVEMENTS CORPORATION OF MARYLAND WITH RECOURSE

WITNESS the signature of the said corporate assignor by the hand of its President with its corporate seal affixed thereto the day and year first above written.

(Corporate Seal Here)

REYNOLDS ENGINEERING & SUPPLY, INC.

Test:

Albert Miller

By: William Pearlman

William Pearlman, President

Rec'd for record Dec. 19 1958 at 11:39 a.m.

Mailed to Improvements Corp.

MORRIS TURK, Assignee to the use of R. DAVID ADELBERG, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife,	*	ANNE ARUNDEL COUNTY Case No. 13713

* *

PETITION OF IMPROVEMENTS CORPORATION OF MARYLAND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Improvements Corporation of Maryland respectfully represents:

1. That the above named Plaintiff foreclosed its mortgage against Defendants on property known as Box 368 Brookwood Road, Millersville, Anne Arundel County, Maryland, and pursuant to the power of sale contained in mortgage dated 7th day of July, 1962, recorded among the Land Records of Anne Arundel County in Liber JHH 695, folio 301, after duly giving bond, R. David Adelberg, Assignee, sold the said property at public sale on the premises on Friday, March 2nd, 1962, at 2:00 o'clock P.M.

2. That this Petitioner is the holder of a second mortgage on said property, same having been executed by the Defendants to Reynolds Engineering & Supply, Inc., and short assigned by it on July 17th, 1958, unto the Petitioner, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1261, folio 180, all of which will appear on said mortgage which is filed herewith as a part of this Petition, and marked "Petitioner's Exhibit No. 1".

FILED
1962 MAR 22 AM 10:39

3. That the balance due and unpaid to your Petitioner on the principal of said second mortgage is $ 6813.08 } Principal 7/5/61 to 3/19/62 $ 287.82 together with interest from 7/5/61.

WHEREFORE, your Petitioner prays that this Honorable Court may pass an Order allowing its mortgage after the payment of all prior liens, etc.

IMPROVEMENTS CORPORATION OF MARYLAND

By: Charles Rubin

Charles Rubin, Vice-President

David B Rudow

David B. Rudow
Solicitor for Petitioner
10 Light Street
Baltimore 2, Maryland

STATE OF NEW YORK
COUNTY OF WESTCHESTER, to wit:

I HEREBY CERTIFY ON THIS 19th day of March, 1962, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES RUBIN, Vice-President of Improvements Corporation of Maryland, and made oath in due form of law that the matters and facts in the aforegoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Benjamin I. Schiff

Notary Public

BENJAMIN I. SCHIFF
Notary Public, State of New York
No. 60-3495385
Qualified in Westchester County
Commission Expires March 30, 1963

31

LIBER 140 PAGE 337

ORDER

Upon the aforegoing Petition, Affidavit and Exhibit, it is this 29th day of March, 1962, ORDERED by the Circuit Court of Anne Arundel County that the auditor in stating your account be and she is hereby authorized to allow the claim of Improvements Corporation of Maryland in accordance with its legal priority and subject to exception.

Matthew S. Evans
Judge

FILED

1962 MAR 29 PM 2:09

35

LIBER 140 PAGE 338

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,713 Equity
MORRIS TURK, Assignee to the use of R. DAVID ADELBERG, Assignee
VERSUS
EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife

Ordered, this 8th day of March, 1962, That the sale of the property in these proceedings mentioned made and reported by R. DAVID ADELBERG, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was $4,425.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
A-5

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 Nisi Sale
Eq 13,713
Edward Ernest Mekins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1962. The first insertion being made the 15th day of March, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 APR 12 PM 3:36

By Hazel Tilghman

No. M. G. 27675

133

Additional Bond #13 40 172

LIBER 11 PAGE 326

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 140 PAGE 339

No. 13,713 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, R. David Adelberg, 10 Light 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 One Thousand Six Hundred Twenty-five and 00/100 ($1,625.00)
Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of February in the year of our Lord Sixty-two

Whereas, the above bounden R. David Adelberg

by virtue of the power contained in a mortgage from Edward Ernest Mekins and Virginia C. Mekins, his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 7th day of July, 1952 and recorded among the mortgage records of Anne Arundel County

in Liber JHH No. 695 Folio 301 and R. David Adelberg

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 R. David Adelberg

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 R. David Adelberg

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:

Isabella J. Kicas
Isabella J. Kicas

R. David Adelberg (SEAL)
R. David Adelberg

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter
Hilda V. Hunter *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED

1962 MAY 11 AM 9:58

Additional Bond approved this 11 day of May, 1962

George T. Cromwell Clerk

LIBER 140 PAGE 340

In the Case of

MORRIS TURK, Assignee, Entered to the use of R. David Adelberg, Assignee for the purpose of foreclosure 1-24-62

VS.

EDWARD ERNEST MEKINS and VIRGINIA C. MEKINS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,713 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 FILED 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: Lucy Bell, deputy

FILED

1962 JUN 27 AM 10:35

Dr. **Mortgaged Real Estate of Edward Ernest Mekins & Virginia C. Mekins, his wife**

In Acct. with **R. David Adelberg, Assignee**

Cr.

	By	Amount of Sale, as per Assignee's				
		Report of sale filed	4,425	00		
	By	Interest on deferred payment, 6%				
		on $3,925.00 3/2/62 to 5/28/62	59	70		
					4,484	70
	To	Assignee, for fee, viz.	50	00		
	To	Assignee, for commissions, viz.	164	54		
					214	54
	To	Assignee for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	46	55		
		Auditor, this account	30	00		
					86	55
	To	Assignee, for disbursements, viz.				
		Capital-Gazette				
		Adv. & Order Nisi- sale	71	00		
		Sunpapers - Adv. - sale	38	20		
		Fidelity & Deposit Co. of Md.-bond	17	70		
		A. J. Billig & Co.- Auctioneer's fee	167	25		
		Notary fee	1	00		
		½ Federal & State Revenue stamps	7	43		
		Adjustment, 1962 County & state taxes	35	60		
					338	18
		This balance for distribution	3,845	43		
	To	Improvements Corporation of Md.,				
		Assignee of first Mortgage (JHH 695				
		fo. 301) in full, balance as per				
		Mortgage claim filed	2,430	87		
		Interest, 6% on $2,430.87, 4/1/60				

		to 6/28/62	335 74		
				2,766	61
	To	Improvements, Corporation of Md.			
		Assignee of second Mortgage (GTC			
		1261 fo. 180) on account		1,078	82
		Balance due on second Mortgage as			
		per claim filed	6,813 08		
		Interest, 6%, $6,813.08, 7/5/61 to			
		6/28/62	400 81		
			7,213 89		
		Credit amount allowed above	1,078 82		
		Balance subject to decree in personam	6,135 07		

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Jane Frances Weber :
Plaintiff :
vs :: Equity B-7629
Carl Larson, et al : No. 15,096.
Defendant :

DOCKET ENTRIES

1961, July 6th:	(1) Bill of Complaint for Sale of Real Estate, fd.
1961, July 6th:	(2) Subpoena issued in duplicate and with copy of Bill of Complaint delivered to Sheriff for service on Gustave Edfeldt.
1961, August 2nd:	Returned, "Summoned Gustave Edfeldt and left copy of Subpoena, Bill of Complaint with him on 7/27/61".
1961, July 6th:	(3) Order of Publication passed and fd. Eleven certified copies sent to Atty. for personal service.
1961, August 4th:	(4) Affidavit as to Service of Order of Publication, fd.
1961, August 14th:	(5) Affidavit of Service to Order of Publication as to Olga Johansson, fd.
1961, August 14th:	(6) Affidavit of Service as to Order of Publication as to Carl Larson, fd.
1961, August 18th:	(7) Return of Service of Order of Publication as to Greta Johansson, fd.
1961, December 8th:	(8) Decree Pro Confesso, fd.
1962, February 20th:	(9) Examiner's Return of Testimony, fd.
1962, March 13th:	(10) Affidavit in Lieu of Report of Sale, fd.
1962, March 13th:	(11) Memorandum of Court Requiring Additional Testimony, fd.
1962, April 3rd:	(12) Additional Testimony, fd.
1962, April 16th:	(13) Decree for Sale of Real Estate, fd.
1962, April 19th:	(14) Bond Approved, Filed and Recorded.
1962, April 19th:	(15) Report of Sale by Trustee, fd.
1962, April 19th:	(16) Order Nisi passed and filed. Certified copy sent to Enquirer-Gazette for publication.

1962 JUL 23 PM 4:17

1962, May 11th: (17) Printer's Certificate on Nisi, fd.

1962, June 13th: (18) Final Order on Ratification and Reference to Auditor, fd.

Plaintiff's Attorney Robert F.Sutphin

Defendants' Attorney _____

STATE OF MARYLAND----County of Prince George's Sct:

I HEREBY CERTIFY that the aforegoing is a true copy of the Docket Entries in the above entitled case in the Circuit Court for Prince George's County and State of Maryland.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the Seal of the Circuit Court for Prince George's County, Maryland this 18th day of July, 1962.

W. Waverly Webb

W. Waverly Webb, Clerk

FILED

APR 16 1962

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

SITTING AS A COURT OF EQUITY

JANE FRANCES WEBER,

Plaintiff

vs. Equity No. B-7629

CARL LARSON, et al

Defendants

LIBER 140 PAGE 345

DECREE FOR SALE OF REAL ESTATE

This cause standing ready for hearing, having been submitted on Bill of Complaint and testimony taken in support thereof after a decree of pro Confesso, and an affidavit by attorney of record having been filed in further support thereof, the proceedings having been read and considered and it appearing to the satisfaction of the Court that the said real estate was titled in the names of Charles J. F. Weber and Hanna C. Weber, his wife, both deceased, that a Will dated December 20, 1913, was left by the said Charles J. F. Weber leaving everything to the said Hanna C. Weber, who predeceased him, that the testator remarried and left a widow, the plaintiff herein, that there is insufficient personal assets to pay the existing debts and widows allowances allowed by law, that the property is not susceptible of partition in kind due to the nature of the real estate involved and the varied interests of the heirs who will inherit the residue herein, it is thereupon this 16th day of April, 1962, by the Circuit Court for Prince George's County, Maryland, Sitting in Equity;

ORDERED, that the real estate mentioned in the Bill of Complaint filed herein be sold, and it is further

ORDERED, that Robert F. Scarborough be, and he is hereby appointed Trustee to make said sales, and that the cause and manner of the proceedings shall be as follows:

1. The said Trustee shall file with the Clerk of the Court a bond to the State of Maryland, executed by himself and a Surety or Sureties to be approved by this Court in the Penalty of Eleven Thousand Dollars ($11,000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be

FILED
1962 JUL 23 PM 4:17

LIBER 140 - 346

reposed in him by any future decree or order in the premises.

2. Said trustee shall then proceed to make the said sales after giving at least three weeks notice by advertisement inserted in some newspaper in Prince George's County, Maryland, as said trustee shall think proper, of the time, place, manner and terms of sale, which terms shall be all cash upon ratification of the sales by the Court, with a deposit of Two Hundred Fifty Dollars ($250.00) on the property known as 3415 40th Avenue, Colmar Manor, Prince George's County, Maryland, and a deposit of One Hundred Dollars ($100.00), on the property located at Woodland Beach, Anne Arundel County, Maryland.

3. In the alternative, the said Trustee may be, and he is hereby authorized and empowered to make private sale of said property, which sale shall be reported to this Court in the usual manner and, after ratification of said sale and collection of the purchase money, the said trusttee shall by good and sufficient deeds convey to the purchasers the property they sold.

4. The said trustee shall, as soon as may be convenient after such sales, return to this Court a full and particular account of his proceedings relativesto such sales, with annexed affidavit of the truth thereof and of the fairness of said sales.

5. Said trustee on obtaining the Court's ratification of the sales and on payment of the purchase money, shall by good and sufficient deeds to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or their heirs, sold, free, clear and discharged from all claims of the parties hereton, complainant and defendants, and those claiming by, from or under them, or either of them.

6. The trustee shall, after deducting the costs of this suit, and such commission to be awarded 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, pay the remaining balance over to Jane Frances [illegible],

4

Administratrix, c.t.a., Estate of Charles J. P. Weber, Deceased, Orphan's Court case No. 12,255 for the payment of any remaining debts therein and to be distributed among the heirs therein in accordance with the law and the Will therein.

/s/ [signature]
Judge, Circuit Court for
Prince George's County,
Maryland, Sitting in Equity.

TRUE COPY--TEST:--
W. WAVERLY WEBB, CLERK
By [signature]
BY B. CHANEY, DEPUTY CLERK.

(15)

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

SITTING AS A COURT OF EQUITY

JANE FRANCIS WEBER,

Plaintiff

vs.

CARL LARSON, et al

Defendant

FILED

APR 19 1962

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

Equity No. B-7629

LIBER 1410 PAGE 348

REPORT OF SALE BY TRUSTEE

The report of Robert F. Sutphin, Trustee appointed by Order of the Circuit Court of Prince George's County, Maryland, entered on the 16th day of April, 1962, in Equity No. B-7629, is as follows:

That after giving bond which is security for the faithful performance of his trust as required by law and after having discussed the nature of the property with the two appraisers employed to inspect and appraise the two pieces of property and who testified herein as to its value, and also discussing said land with other real estate agents and people who are familiar with said real estate and having been advised that the offers obtained as previously reported in an affidavit by this trustee, this trustee feels that the offers received are far in excess of the amounts that could be obtained under a Public Sale of said property.

That this trustee, Robert F. Sutphin, reports the following sales to the Court:

1. Lots 58 and 59, Block 9, improved and known as 3415 40th Avenue, Colmar Manor, Maryland, to Arnold Stultz, 3417 40th Avenue, Colmar Manor, Maryland for the sum of $7,050.00 all cash upon settlement.

2. Lots numbered 5883, 5884, 5885 and 5886, improved and known as the Captain Weber property on Deer Park Road, Woodland Beach, Anne Arundel County, Maryland, to Nelson F. Steele, 7425 Buffalo Avenue, Takoma Park 12, Maryland for the sum of $3,150.00 all cash upon settlement.

4

That both sales were made subject to no encumbrances, both being free and clear.

Trustee further reports that said sales were fairly made and that they both were sold for a fair price. That your trustee made every effort to obtain the best sales possible and acting upon competent advise feels that the private sales were to the advantage of all concerned, that better prices were obtained than could be obtained at Public Auction and the excessive costs of advertising and selling at auction have been averted.

(S) Robert F. Sutphin
Robert F. Sutphin, Trustee

DISTRICT OF COLUMBIA, SS:

Personally appeared before me, a notary public in and for the District of Columbia, Robert F. Sutphin, trustee in the foregoing report of sale, who after being duly sworn on oath deposes and says; that he has read and understands the matters contained in the report and that the matters contained therein are true to the best of his knowledge and belief.

Subscribed and sworn to before me this 19 day of April, 1962.

(S) Ann McCann
Notary Public, D. C.

My Commission expires 7/14/63. (Notary Seal)

TRUE COPY - TEST
W. WAVERLY WEBB, CLERK
By
BYRON CHANEY, DEPUTY CLERK

7

PETITION FOR FORECLOSURE

BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.

VS.

GORDON F. CROSS and HELEN V. CROSS, his wife

LIBER 140 PAGE 350

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 14,876 Eq.

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 13th day of January A. D. 1961 the defendant executed and delivered to BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.

a mortgage upon certain property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $ 7,400.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

And as in duty, &c.

W. Edward Plitt,
1055 Inglesi de Avenue
Baltimore 28, Maryland

Attorney for Plaintiff

FILED

1962 MAR -8 AM 10:41

City—County Direct Reduction Form

LIBER 140 PAGE 351
BOOK 1451 PAGE 213

No. 14,876 Eq.

14374

This Mortgage, Made this 13th day of January, in the year one thousand, nine hundred and sixty-one, between Gordon F. Cross and Helen V. Cross, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and Boulevard Savings and Loan Association, Inc. a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Seventy-four hundred ($7,400.00) 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 of Seventy ($70.00) 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 paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Fifth Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at an iron pipe now set on the southwest side of the Hammond's Ferry Road, as laid out 40 foot wide, at a point south 20 degrees 27 minutes East 300.0 feet from the point where the southwest side of the said road is intersected by the West 841 foot line described in the first parcel of a deed from Luther C. Downs to William T. Downs, dated November 7, 1917 and recorded among the Land Records of Anne Arundel County in Liber G.W. 135 folio 257, etc; thence leaving the said road and running, as referred to the true meridian, south 85 degrees 57 minutes West 586.52 feet to an iron pipe now set in the southlines of the whole tract as described in the aforementioned deed; thence running with the said outlines south 2 degrees, 46 minutes east 100.0 feet to an iron pipe; thence leaving the said outlines and running north 85 degrees 34 minutes east 617.0 feet to an iron pipe now set on the southwest side of Hammonds Ferry Road; thence running with the southwest side of said road, north 20 degrees 27 minutes west 100.0 feet to the point of beginning, containing 1.35 acres of land, more or less.

BEING the same lot of ground and premises which was granted and conveyed by Basil S. Cromwell, et al, to the said Grantors by Deed dated May 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411 folio 372 etc. Subject to the restrictions mentioned in the above deed.

BEING also the same lot of ground and premises which was granted and conveyed by The Boulevard Building and Loan Association of Baltimore City unto the said mortgagors herein by Deed dated November 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1344 folio 559.

"Petitioner's Exhibit No. 1" 1962 MAR -8 AM 10:41

RECORDATION TAX ACT OF 1947 $2.20 $2.20 $2.20

JAN 17 1962

BEGINNING for the same on the southwest side of Hammonds Ferry Road, as laid out 40 feet wide, at the end of the North 85 degrees 34 minutes East 617.00 foot line of a conveyance from Basil S. Cromwell, et al, to Gordon F. Cross and Helen V. Cross, his wife, by deed dated May 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411 folio 372, and running thence, with the southwest side of the said Hammonds Ferry Road, as referred to the true meridian, South 20 degrees 27 minutes East 25.00 feet to an iron pipe; thence leaving the said road and running South 69 degrees 33 minutes West 200.00 feet to a hub; thence running North 20 degrees 27 minutes West 82.41 feet to intersect the aforesaid North 85 degrees 34 minutes East 617.00 feet line of the aforementioned conveyance to Gordon F. Cross and wife; thence running with the said line, North 85 degrees 34 minutes East 208.08 feet to the place of beginning. Containing 0.247 acres of land, more or less.

BEING the same lot of ground which by Assignment dated April 3, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1109 folio 575 was granted and assigned by Basil S. Cromwell, et al, unto the said mortgagors herein.

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

TO HAVE AND TO HOLD the said first lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; the said second lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $36.00 payable semi-annually on the third days of April and October in each and every year.

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

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

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

And the said Mortgagors, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of Six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, it successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagees written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days..

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

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS: W. Edward Plitt
W. Edward Plitt

WITNESS:
Thelma Shelton
Thelma Shelton

Gordon F. Cross (SEAL)
Gordon F. Cross

Helen V. Cross (SEAL)
Helen V. Cross

(SEAL)

(SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY that on this 12th day of January, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared Gordon F. Cross

and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared William Plitt, 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.

W. Edward Plitt
W. Edward Plitt Notary Public.

(OVER)

5

BOOK 1451 PAGE 216 LIBER 140 PAGE 354

STATE OF FLORIDA, County of Pinellas, to wit:

I HEREBY CERTIFY that on this 13 day of December, 1960, before me, the subscriber, a Notary Public, of the State of Florida in and for Pinellas County, personally appeared Helen V. Cross and she acknowledged the aforegoing mortgage to be her act.

AS WITNESS my hand and Notarial Seal.

950

Thelma Shelton

Thelma Shelton, Notary Public

Notary Public, State of Florida at Large
My Commission Expires July 11, 1962
Bonded by American Surety Co. of N. Y.

Rec'd for record Jan. 17 1961 at 9:12 A.M.
Mailed to W. Edward Plitt

MORTGAGE

FROM

Gordon F. Cross and Helen V. Cross,

his wife

TO

Boulevard Savings and Loan Association,

Inc.

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.

one of the Records of

and examined per

Cost of Record, $ 950

Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 JAN 17 AM 9:12
& RECORDED IN LIBER GT
NO. 1451 FOLIO 213
C. T. CRONWELL, CLERK

W. Edward Plitt
Attorney at Law
1402 Fidelity Building
Baltimore 1, Maryland

1540

The Daily Record Co. Print Baltimore, Md.—72

STATEMENT OF MORTGAGE CLAIM

LIBER 140 PAG. 355

BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.

vs.

GORDON F. CROSS and HELEN V. CROSS, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

No. 14876 Eq.

STATEMENT OF MORTGAGE DEBT

Principal Amount Due	$ 7,291.09
Interest to March 16, 1962	218.76
Plus Expense Account Debit	8.85
Balance Due	$ 7,518.70

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th 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 of Baltimore~~ Baltimore County, personally appeared William Plitt, President of Boulevard Savings and Loan Association, Inc.

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

FILED

1962 MAR -8 AM 10:41

As witness my hand and Notarial Seal,

W. Edward Plitt, *Notary Public.*

6

DECREE IN CIRCUIT COURT OF ANNE ARUNDEL COUNTY	*	DOCKET 20 FOLIO 153
		CASE No. 14876
BOULEVARD SAVINGS AND LOAN	*	FILED
ASSOCIATION, INC.	*	IN THE
vs		CIRCUIT COURT
GORDON F. CROSS and HELEN V. CROSS,	*	OF
his wife	*	ANNE ARUNDEL COUNTY

LIBER 1410 PAGE 350

* * * * * * * * *

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 8th day of March, in the year nineteen hundred and sixty-two, by the Circuit Court of 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 W. Edward Plitt be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in accordance with Rule H2 of the Maryland Rules of Procedure, in the penalty of twenty 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 further Decree or Order in the premises; he shall then proceed to make the said sale, having given notice of the time, place and terms thereof by advertisement in some newspaper published in Anne Arundel County, if there be one so published, and, if not, in a newspaper having a substantial circulation in the said County, by advertisement published at least once in each week for three successive weeks, the first such publication to be not less than twenty days prior to sale and the last such publication to be not more than one week prior to sale, the said terms of sale shall be ten percent of the sale price at the time of sale, the balance in cash within thirty days thereafter, the unpaid balance to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account

FILED
1962 MAR -8 PM 3:46

7

of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew P. Brown
JUDGE

8

AFFIDAVIT OF NON-MILITARY SERVICE

BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.

vs

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

GORDON F. CROSS, et al
No. 14,876 Equity

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~~ Baltimore County, William Plitt, President of the corporate plaintiff , in the above entitled cause, and made oath, in due form of law, that defendant

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

is a Civilian employee of the Coast Guard yard at Curtis Bay, Anne Arundel County, Maryland

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 12th day of March , 19 62 .

Notarial Seal

W. Edward Plitt, Notary Public.

My Commission will expire on:

Filed,

FILED
1962 MAR 13 AM 10:29

9

Trustee's Bond

1642

LIBER 11 PAGE 321

KNOW ALL MEN BY THESE PRESENTS:

No. 14,876

THAT WE W. EDWARD PLITT,

1055 Ingleside Avenue, Baltimore 28, Maryland as principal,

and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of ....., as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100--($7,500.00)-- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 3rd day of May in the year of our Lord one thousand nine hundred and sixty-two.

LIBER 140 PAGE 359

WHEREAS, the above bounden W. EDWARD PLITT Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee in / Foreclosure to sell / Property situate at 318 South Hammonds Ferry Road, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Boulevard Savings and Loan Association, Inc.

vs.

Gordon F. Cross, etal

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN W. EDWARD PLITT 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

James S. Krueger

Anne Arundel County

W. Edward Plitt (SEAL)
W. EDWARD PLITT

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr. its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 3rd day of May, 1962.

INSURANCE COMPANY OF NORTH AMERICA

By: R. H. Stitt
Vice President

ATTEST: Ward L. Bloomer
Assistant Secretary
Ward L. Bloomer

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

May 3rd, 1962 INSURANCE COMPANY OF NORTH AMERICA

Ward L. Bloomer
Assistant Secretary

Bond approved this 7th day of May, 1962

George T. Crowdell, Clerk

1962 MAY -7 AM 11 49

10

W. EDWARD PLITT
Attorney
Boulevard Building
1055 Ingleside Ave.
Baltimore 28, Maryland

Trustee's Sale

VALUABLE ONE-STORY MASONRY RESIDENCE
KNOWN AS
318 S. HAMMONDS FERRY ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
MARYLAND

The property is situated on the S. Side of Hammonds Ferry Rd., about 2½ miles S. of Camp Meade Road.

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, Case No. 14876, passed in the matter of the Boulevard Savings & Loan Assn., Inc., VS Gordon F. and Helen V. Cross, his wife, the undersigned Trustee will sell at public auction on the premises on

Tuesday, May 8, 1962
at 2:00 o'clock P. M.

ALL that piece or parcel of ground situated in the 5th Elec. District of A. A. Co., and described as follows:

BEGINNING for the same at an iron pipe now set on the southwest side of the Hammond's Ferry Road, as laid out 40 foot wide, at a point south 20 degrees 27 minutes East 300.0 feet from the point where the southwest side of the said road is intersected by the West 841 foot line described in the first parcel of a deed from Luther C. Downs to William T. Downs, dated November 7, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. 135 folio 257, etc.; thence leaving the said road and running, as referred to the true meridian, south 85 degrees 57 minutes West 586.52 feet to an iron pipe now set in the southlines of the whole tract as described in the aforementioned deed; thence running with the said outlines south 2 degrees 46 minutes east 100.0 feet to an iron pipe; thence leaving the said outlines and running north 85 degrees 34 minutes east 617.0 feet to an iron pipe now set on the southwest side of Hammonds Ferry Road; thence running with the southwest side of said road, north 20 degrees 27 minutes west 100.0 feet to the point of beginning, containing 1.35 acres of land, more or less.

BEING the same lot of ground and premises which was granted and conveyed by Basil S. Cromwell, et al, to the said Grantors by Deed dated May 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411 folio 372, etc. Subject to the restrictions mentioned in the above deed.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1401 PAGE 360

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1962

We hereby certify, that the annexed

Trustee's Sale

Gordon F. and Helen V. Cross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of May, 1962. The first insertion being made the 12th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 MAY 11 AM 10:1
By Hazel Tilghman

BEING ALSO the same lot of ground and premises which was granted and conveyed by The Boulevard Building and Loan Association of Baltimore City unto the said mortgagors herein by Deed dated November 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1344, folio 559.

BEGINNING for the same on the southwest side of Hammonds Ferry Road, as laid out 40 feet wide, at the end of the North 85 degrees 34 minutes East 617.00 feet line of a conveyance from Basil S. Cromwell, et al, to Gordon F. Cross and Helen V. Cross, his wife, by deed dated May 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411 folio 372, and running thence, with the southwest side of the said Hammonds Ferry Road, as referred to the true meridian, South 20 degrees 27 minutes East 25.00 feet to an iron pipe; thence leaving the said road and running South 69 degrees 33 minutes West 200.00 feet to a hub; thence running North 20 degrees 27 minutes West 82.41 feet to intersect the aforesaid North 85 degrees 34 minutes East 617.00 feet li[illegible] of the aforementioned conveyance to Gordon F. Cross and wife; thence running with the said line, North 85 degrees 34 minutes East 208.08 feet to the place of beginning. Containing 0.247 acres of land, more or less.

ANNUAL $36.00 Ground Rent.

BEING the same lot of ground which by Assignment dated April 3, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. 1109 folio 575 was granted and assigned by Basil S. Cromwell, et al, unto the said mortgagors herein.

IMPROVEMENTS CONSISTING OF ONE - STORY MASONRY RESIDENCE.

TERMS OF SALE: A deposit of 10 per cent of the purchase price at time of sale; the balance in cash within 30 days thereafter, and ratification of sale by the Circuit Court of Anne Arundel County, interest to be paid on unpaid purchase money from the day of sale to day of settlement. Taxes, water rent, and all other public charges to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

W. EDWARD PLITT
Trustee
A. J. Billig & Co., Aucts.
16 E. Fayette Street
Baltimore 2, Maryland
PLaza 2-8440

M-3

LIBER 140 PAGE 362

Boulevard Savings & Loan Assn., Inc.

VS

Gordon F. and Helen V. Cross

In The Circuit Court of Anne Arundel County in Equity Case No. 14876

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

Auctioneer's Certificate

I, hereby certify that I have on, 8th day of May, 1962, sold the property described in the attached advertisement of sale, at and for the sum of Ten Thousand-Three Hundred ($10,300.00) Dollars, to Sandra & John N. Disney being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By Jack J. Billig
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have on this 8th day of May, 1962, purchased the property described in the attached advertisement of sale from W. Edward Plitt, Trustee, at and for the sum of Ten Thousand-Three Hundred ($10,300.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test: Jack J. Billig

Sandra Disney
Purchaser

John N. Disney
Purchasers

FILED

1962 MAY 11 AM 10:03

12

LIBER 140 PAGE 363

W. EDWARD PLITT
Attorney
Boulevard Building
1055 Ingleside Ave.
Baltimore 28, Maryland

Trustee's Sale

VALUABLE ONE-STORY MASONRY RESIDENCE KNOWN AS
318 S. HAMMONDS FERRY ROAD
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
MARYLAND

The property is situated on the S. Side of Hammonds Ferry Rd., about 2½ miles S. of Camp Meade Road.

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, Case No. 14876, passed in the matter of the Boulevard Savings & Loan Assn., Inc., VS Gordon F. and Helen V. Cross, his wife, the undersigned Trustee will sell at public auction on the premises on

Tuesday, May 8, 1962 at 2:00 o'clock P. M.

ALL that piece or parcel of ground situated in the 5th Elec. District of A. A. Co., and described as follows:

BEGINNING for the same at an iron pipe now set on the southwest side of the Hammond's Ferry Road, as laid out 40 foot wide, at a point south 20 degrees 27 minntes East 300.0 feet from the point where the southwest side of the said road is intersected by the West 841 foot line described in the first parcel of a deed from Luther C. Downs to William T. Downs, dated November 7, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. 135 folio 257, etc.; thence leaving the said road and running, as referred to the true meridian, south 85 degrees 57 minutes West 586.52 feet to an iron pipe now set in the southlines of the whole tract as described in the aforementioned deed; thence running with the said outlines south 2 degrees 46 minutes east 100.0 feet to an iron pipe; thence leaving the said outlines and running north 85 degrees 34 minutes east 617.0 feet to an iron pipe now set on the southwest side of Hammonds Ferry Road; thenec running with the southwest side of said road, north 20 degrees 27 minutes west 100.0 feet to the point of beginning, containing 1.35 acres of land, more or less.

BEING the same lot of ground and premises which was granted and conveyed by Basil S. Cromwell, et al. to the said Grantors by Deed dated May 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411 folio 372, etc. Subject to the restrictions mentioned in the above deed.

BEING ALSO the same lot of ground and premises which was granted and conveyed by The Boulevard Building and Loan Association of Baltimore City unto the said mortgagors herein by Deed dated November 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1344, folio 559.

BEGINNING for the same on the southwest side of Hammonds Ferry Road, as laid out 40 feet wide, at the end of the North 85 degrees 34 minutes East 617.00 feet line of a conveyance from Basil S. Cromwell, et al, to Gordon F. Cross and Helen V. Cross, his wife, by deed dated May 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411 folio 372, and running thence, with the southwest side of the said Hammonds Ferry Road, as referred to the true meridian, South 20 degrees 27 minutes East 25.00 feet to an iron pipe; thence leaving the said road and running South 69 degrees 33 minutes West 200.00 feet to a hub; thence running North 20 degrees 27 minutes West 82.41 feet to intersect the aforesaid North 85 degrees 34 minutes East 617.00 feet line of the aforementioned conveyance to Gordon F. Cross and wife; thence running with the said line, North 85 degrees 34 minutes East 208.08 feet to the place of beginning. Containing 0.247 acres of land, more or less.

ANNUAL $36.00 Ground Rent.

BEING the same lot of ground which by Assignment dated April 3, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. 1109 folio 575 was granted and assigned by Basil S. Cromwell, et al, into the said mortgagors herein.

IMPROVEMENTS CONSISTING OF ONE - STORY MASONRY RESIDENCE.

TERMS OF SALE: A deposit of 10 per cent of the purchase price at time of sale; the balance in cash within 30 days thereafter, and ratification of sale by the Circuit Court of Anne Arundel County, interest to be paid on unpaid purchase money from the day of sale to day of settlement. Taxes, water rent, and all other public charges to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

W. EDWARD PLITT
Trustee

A. J. Billig & Co., Aucts.
16 E. Fayette Street
Baltimore 2, Maryland
PLaza 2-8440

M-3

LIBER 140 PAGE 365

STATE OF MARYLAND, Baltimore County, Sct.:

I HEREBY CERTIFY, That on this 8th DAY OF May 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State AFORESAID, personally appeared Gordon & John N. DISNEY, 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 property- No. 318 Hammonds Ferry Road, A.A.Co., Md. mentioned in the said Report of Sale.

Gordon Disney
John N. Disney
Purchaser

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

BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.	*	IN THE
		CIRCUIT COURT
vs	*	
		OF
GORDON F. and HELEN V. CROSS	*	ANNE ARUNDEL COUNTY
		IN EQUITY
	*	
		Case No. 14876

LIBER 140 PAGE 366

* * * * * * *

REPORT OF SALE

The Report of Sale of W. Edward Plitt, Trustee appointed by the decree in the above entitled cause, to make sale of the real and leasehold property known as No. 318 South Hammonds Ferry Road, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, in accordance with the terms of the aforesaid decree, said Trustee did pursuant to said notice on Tuesday, May 8, 1962 at 2 o'clock P.M. attend on the premises and then and there sold the real and leasehold property known as No. 318 South Hammonds Ferry Road, Anne Arundel County, Maryland, at and for the total price of $10,300.00 to John N. Disney and Sandra Disney, his wife.

W. Edward Plitt

W. Edward Plitt, Trustee

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 10th day of May, 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared W. Edward Plitt, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal,

M Elisabeth Schoenhut

M. Elisabeth Schoenhut, Notary Public

MARION ELISABETH SCHOENHUT NOTARY PUBLIC Baltimore County, Md.

FILED

1962 MAY 11 AM 10:03

14

ORDER NISI

BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.

versus

GORDON F. and HELEN V. CROSS

LIBER 140 PAGE 367

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,876 Equity

Ordered, this 11th day of May, 19 62, That the sale of the property in these proceedings mentioned made and reported by W. Edward Plitt, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of June next.

The report states that the amount of sale was $ 10,300.00.

George T. Cromwell. Clerk.

True Copy,

TEST: Clerk.

W. Edward Plitt, Atty.

For the Maryland Gazette (May 17th Editio

(Final Order)

BOULEVARD SAVINGS AND LOAN ASSOCIATION, INC.

versus

GORDON F. and HELEN V. CROSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of June, 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.

George Sachse JUDGE.

FILED

1962 JUL -2 AM 10:10

15

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 368

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,876 Equity
LOAN ASSOCIATION, INC.
VERSUS
GORDON F. and HELEN V. CROSS

Ordered, this 11th day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by W. Edward Plitt, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of June next.

The report states that the amount of sale was $10,300.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 14,876

Gordon F. Cross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of June, 1962. The first insertion being made the 17th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1962 JUN 13 AM 10:30

No. M. G. ~~2-9-62~~

16

Trustee's Bond

No. 14876 Equity

LIBER 11 PAGE 359

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, W. EDWARD PLITT, 1055 Ingleside Avenue, Baltimore 28, Maryland as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND EIGHT HUNDRED AND 00/100-----($2,800.00)-- 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 22nd day of June in the year of our Lord one thousand nine hundred and sixty-two.

LIBER 1410 PAGE 369

WHEREAS, the above bounden W. EDWARD PLITT Anne Arundel County by virture of a decree of the Honorable the Judge of the Circuit Court ~~Xxx~~ of ~~Baltimore City~~, has been appointed trustee in / Foreclosure to sell Property situate at 318 South Hammonds Ferry Road, Anne Arundel County, Maryland mentioned in the proceedings in the case of Boulevard Savings and Loan Association, Inc.

vs.

Gordon F. Cross, etal

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN W. EDWARD PLITT 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 virture in law.

Signed, sealed and delivered in the presence of

James S Krueger

W. EDWARD PLITT [SEAL.]

[SEAL.]

INSURANCE COMPANY OF NORTH AMERICA [SEAL.]

BY: D. Van Norman, Jr. [SEAL.]

D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd Day of June, 1962

INSURANCE COMPANY OF NORTH AMERICA

ATTEST:

By: James Crawford
Vice-President

Hugh M. Sinclair
Assistant Secretary

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

June 22nd, 1962

INSURANCE COMPANY OF NORTH AMERICA

Hugh M. Sinclair
Assistant Secretary

Bond approved this 26th day of June, 1962

George T. Cromwell, Clerk

17

In the Case of LIBER 140 PAGE 370

Boulevard Savings and Loan Association, Inc.

VS.

Gordon F. Cross and
Helen V. Cross, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,876 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.

July 9, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th 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.

Eleanor L. Owings acting Clerk

Clerk
Per: ey, deputy

FILED
1962 JUL 25 AM 9:17

1962 JUL -9 PM 3:10

18

19

LIBER 140 PAGE 371

Dr. Mortgaged Real Estate of Gordon F. Cross and Helen V. Cross, his wife

In Acct. with W. Edward Plitt, Trustee

					Cr.	
	By	Amount of Sale, as per Trustee's Report of Sale, filed	10,300	00		
	By	Interest on deferred payment, 6% on $9,270.00 from 5/8/62 to 6/22/62	71	07		
	By	Adjustment, Anne Arundel County Sanitary Commission, charges 6 months, 22 days	48	72		
					10,419	79
	To	Trustee, for fee, viz.	100	00		
	To	Trustee, for commissions, viz.	341	13		
					441	13
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	31	50		
		Auditor, this account	25	00		
					66	50
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi- sale	148	00		
		Daily Record-Advertising - sale	22	44		
		The Sun - Advertising - sale	43	40		
		Insurance Co. of North America-bond	41	20		
		A. J. Billig & Co.-Auctioneer's fee	317	50		
		Notary fee		50		
		Adjustment- 1961 real estate taxes	7	70		
		Adjustment- 1962 real estate taxes	75	73		
		Adjustment- 1962 water rent	3	40		
		Adjustment- ground rent 1 mo. 5 days	3	50		

					663	37
	To	Boulevard Savings & Loan Association, Inc. in full, as per Mortgage claim filed	7,518	70		
		Interest on principal balance, 6% on $7,299.94, from 3/16/62 to 7/24/62	155	54		
					7,674	24
	To	Gordon F. Cross and Helen V. Cross, his wife, Mortgagors, excess			1,574	55

E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

LIBER 140 PAGE 373

CORA BOSTICK,

Vs.

ALICE REBECCA DANSBURY, widow,

Docket 20 Folio 141

Case No. 14,852

Filed

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s,

That on the 7th day of April, 1958, A.D. the defendant Executed and delivered to the Plaintiff, Cora Bostick,

a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $225.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, a Certified Copy marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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.

J. Melville Townsend
1215 Sheridan Avenue, Baltimore 12, Md.
ID 5 - 3056 Attorney for Plaintiff

FILED

1962 FEB 24 PM 1:11

"PETITIONER'S EXHIBIT NO. 1"

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 140 PAGE 374

LIBER 1195 PAGE 389

No. 14562 Eq.

THIS MORTGAGE, Made this 7th day of April

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

ALICE REBECCA DANSBURY, widow, of Baltimore City, State of Maryland,

Mortgagor ~~of the~~ ~~in the State of Maryland~~ of the first part, and

CORA BOSTICK, of Baltimore City, State of Maryland, , Mortgagee , of the second part:

Whereas, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of TWO HUNDRED AND TWENTY-FIVE DOLLARS ($225.00) for money this day loaned and advanced, which said sum the said Mortgagor covenants and agrees to repay unto the said Mortgagee at the expiration of two years (2) from the date hereof, together with interest thereon at the rate of six per centum per annum (6%), payable semi-annually; all payments of principal and interest to be made in lawful money of the United States of America.

FILED 1962 FEB 28 PM 1:11

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, her heirs and assigns in fee simple, all that lot of ground situate in Anne Arundel County, State of Maryland,

~~and described as follows, to wit:—Beginning for~~

the same at a stone planted to perpetuate two bounded birch trees on the west side of the public Road from the Patuxent River to Bealmons Old Mill and the west side of an old Mill Race, and running and binding on said Road north 43 degrees west 16 1/2 perches, north 45 1/2 degrees west 28 perches, north 28 1/2 degrees west 24 1/2 perches, north 32 1/2 degrees west 28 perches, north 17 3/4 degrees west 6 perches, north 38 degrees west 13 1/2 perches, thence leaving said Road and running north 55 1/2 degrees east 13 3/5 perches, south 38 3/4 degrees east 130 perches to the Little Patuxent River, thence binding on said River and outlines south 29 3/4 deg. west 8 1/4 perches, north 25 degrees west 7 1/2 perches, north 12 3/4 degrees west 8 perches, south 56 1/4 deg. west 6 3/4 perches, north 47 degrees west 4 1/4 perches, north 16 3/4 degrees west 22 perches to the place of beginning. Containing 16 7/8 acres more or less.

BEING the same lot or parcel of ground which, by Deed dated July 11, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 86, was granted and conveyed by Louise Williams and Henry Williams to De Witt L. Washington, in fee simple. The said De Witt L. Washington departed this life in January of 1946 testate and by his Last Will and Testament duly admitted to Probate in the Orphans Court of Prince Georges County, Maryland and duly recorded in the office of the Register of Wills in Prince Georges County, was devised and bequeathed to the said Alice R. Dansbury, his sister-in-law in fee simple, absolutely.

2

LIBER 1195 PAGE 390

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Cora Bostick, her heirs and assigns, forever.

Provided, that if the said Mortgagor, her heirs and assigns,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two Hundred and Twenty-Five 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 part to be performed, then this Mortgage shall be void.

LIBER 1210 PAGE 375

And the said Mortgagor 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 hereby also authorize the said Mortgagee, her heirs and assigns, [redacted], or H. Lee Brill duly authorized Attorney or Agent

of the said Mortgagee, 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 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, her heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for herself, her 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 for herself, her heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her heirs personal representatives or assigns, or H. Lee Brill 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 party of the first part, her heirs executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

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

3

Witness the hand and seal of the said Mortgagor. LIBER 140 PAGE 376

LIBER 1195 PAGE 391

TEST:

Bette Brill
Bette Brill

Alice Rebecca Dansbury [SEAL]
Alice Rebecca Dansbury

[SEAL]

[SEAL]

State of Maryland, Baltimore City , ss:

I Hereby Certify, that on this 7th day of April in the year one thousand nine hundred and fifty-eight before me, A Notary Public of the State of Maryland, ~~duly commissioned and qualified~~ ALICE REBECCA DANSBURY, widow, ~~aforesaid~~, personally appeared the Mortgagor named in the foregoing Mortgage, and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared

Cora Bostick

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.

Bette Brill
Bette Brill Notary Public

My commission expries: May 4th, 1959

Rec'd for record April 9 1958 at 9.51 A.M.
Mailed to H. Lee Brill

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. 1195, 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 1st. day of February A.D. 196 2.

George L. Cromwell
Clerk of the Circuit Court for Anne Arundel County

4.

E-118—1M—9-1-61

CORA BOSTICK

VS.

ALICE REBECCA DANSBURY, widow

LIBER 140 PAGE 377
IN THE
[redacted]
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY
No. 14,852 Eq.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Cora Bostick, Mortgagee

under the mortgage from Alice Rebecca Dansbury, widow,

to Cora Bostick

dated the 7th. day of April, 1958, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1195 Folio 389

Mortgage principal debt	$225.00
Paid on account	0.00
Interest (4/7/58 to 2/23/62)	52.29
Total debt to 2/23/62	$277.29

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this ____ day of February in the year nineteen hundred and sixty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared J. Melville Townsend, Attorney for

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.

Marcia Smith

MARCIA SMITH NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1962 FEB 28 PM 1:11

5

LIBER 140 PAGE 378

CORA BOSTICK.....

.....
Plaintiff

VS.

ALICE REBECCA DANSBURY, widow..

.....

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY, IN EQUITY

Docket No. 20., Folio 141

Case No. 14,852

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the ..... day of ..February....., 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (~~City~~) personally appeared ..J. Melville Townsend.....

.....

and made oath, in due form of law, that .he. knows the Defendant(s) herein and that to the best of ..his information, knowledge and belief;

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

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

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

.....Marcia Smith.....
Notary Public

MARCIA S. SMITH NOTARY PUBLIC BALTIMORE CO., MD.

J. Melville Townsend
Affiant

FILED

1962 FEB 23 PM 1:11

E-117—1M—5-61.

Decree in Circuit Court for Baltimore County.

CORA BOSTICK

Vs.

ALICE REBECCA DANSBURY

DOCKET 20 FOLIO 141

CASE NO. 14,852

FILED

IN THE

CIRCUIT COURT

FOR

[redacted]
ANNE ARUNDEL COUNTY

TERM, 19

LIBER 1410 PAGE 379

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 23rd day of February in the year nineteen hundred and SIXTY-TWO by the Circuit Court of Anne Arundel [redacted] ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Melville Townsend be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $1,400.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel [redacted] County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their Heirs and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale 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

JUDGE

FILED

1962 FEB 23 PM 2:52

7

Trustee's Bond

No. 14 852 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE J. Melville Townsend

1215 Sheridan Avenue, Baltimore 12, 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 One Thousand and No 100 ($1,000.00) - - - - - - - - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind 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 of our Lord one thousand nine hundred and sixty-two.

LIBER 11 PAGE 275

WHEREAS, the above bounden J. Melville Townsend by virtue of a decree of the Honorable Judge of the Circuit Court for Anne Arundel County ~~of Baltimore City~~, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Cora Bostick

vs.

Alice Rebecca Dansbury

now pending in said Court:

LIBER 140 PAGE 380

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Melville Townsend

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

J. Melville Townsend (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By John F. Kennedy, Jr. Attorney-in-fact (SEAL)

Signed, sealed and delivered in the presence of

Barbara Berberich
Barbara Berberich

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 for Anne Arundel County ~~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 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.

March 1, 1962

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

1962 MAR 19

Bond approved this 7th day of March, 1962

George T. Crommell, Clerk

TRUSTEE'S SALE

Of Valuable

FEE SIMPLE PROPERTY

Located In The
Fourth Election District
Anne Arundel County, Maryland

Under and by virtue of a Decree of the Circuit Court for Anne Anne Arundel County in a cause entitled Cora Bostick vs. Alice Rebecca Dansbury, No. 14,852 Equity, dated the 23rd day of February, 1962, I will offer at public sale at the Court House Door in the City of Annapolis on

Tuesday, March 27, 1962

at 11:30 o'clock A. M.

the following property:

Beginning for the same at a stone planted in perpetuate two bounded birch trees on the west side of the public road leading from the Patuxent River to Bealmon's Old Mill and the west side of an Old Mill Race, and running and binding on said Road North 43 degrees West 16½ perches; North 45½ degrees West 28 perches; North 28½ degrees West 24½ perches; North 32½ degrees West 28 perches; North 17 3/4 degrees West 6 perches; North 38 degrees West 13½ perches; thence leaving said Road and running North 55½ degrees East 13 3/5 perches; South 38 3/4 degrees East 130 perches to the little Patuxent River; thence binding on said River and outlines, South 29 3/4 degrees West 8 1/4 perches; North 25 degrees West 7 1/2 perches; North 12 3/4 degrees West 8 perches; South 56 1/4 degrees West 6 3/4 perches; North 47 degrees West 4 1/4 perches; and North 16 3/4 degrees West 22 perches to the place of beginning. Containing 16 7/8 acres of land, more or less.

Being the same property described in a mortgage from Alice Rebecca Dansbury, widow, to Cora Bostick, dated April 7, 1958 and recorded among the Land Records of Anne Arundel County in Liber No. G. T. C. 1195, folio 389.

TERMS OF SALE: A cash deposit of Three Hundred ($300.00) Dollars will be required of the purchaser at the time of the sale. Balance of the purchase money, including interest at the rate of six (6%) per cent per annum from the date of the sale, to be paid in cash upon ratification of the sale. Taxes and all other assessments to be adjusted to the day of sale. The property will be sold subject to any and all easements and restrictions (if any) of record.

J. Melville Townsend, Trustee
1215 Sheridan Avenue
Baltimore 12, Maryland

ROBERT H. CAMPBELL, Auctioneer

9

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 381

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed Trustees Sale

Alice Rebecca Dansbury

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 5th day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 By Marie Pate
MAR-27 11 12 15

LIBER 140 PAGE 382

CORA BOSTICK	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
	*	ANNE ARUNDEL COUNTY
ALICE REBECCA DANSBURY	*	IN EQUITY
	*	Dkt. 20 folio 141 No. 14852
	*	

****

PURCHASERS' AFFIDAVIT

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 of Anne Arundel, personally appeared ALICE KOONE, purchaser at the sale of real estate located in the Fourth Election District of Anne Arundel County, Maryland, on the west side of a public road leading from the Patuxent River to Bealmon's Old Mill and the west side of an Old Mill Race, containing 16 7/8 acres of land, more or less, in the proceedings in this cause mentioned, and made oath in due form of law that she is the purchaser, and that she purchased the same as principal and not as an agent for anyone, and that she has not directly or indirectly discouraged anyone from bidding for the aforegoing real estate.

WITNESS my Hand and Notarial Seal:

Notary Public

Alice Koone
Alice Koone

The above affidavit is true and accurate to the best of my knowledge and belief:

J. Melville Townsend, Trustee

FILED
1962 APR -9 PM 2:08

10

LIBER 140 PAGE 383

CORA BOSTICK	*	IN THE
	*	CIRCUIT COURT FOR
vs		
	*	ANNE ARUNDEL COUNTY
ALICE REBECCA DANSBURY, widow	*	IN EQUITY
	*	Dkt. 20 folio 141 No. 14852

* * * *

TRUSTEES REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Melville Townsend, Trustee appointed by the decree in the above entitled cause, to make sale of a fee simple tract of land located in the Fourth Election District of Anne Arundel County, Maryland, on the west side of a public road leading from the Patuxent River to Bealmon's Old Mill and the west side of an Old Mill Race, containing 16 7/8 acres of land, more or less, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital, Annapolis, Maryland, a daily newspaper published in The City of Annapolis, Anne Arundel County, for more than three successive weeks preceeding the day of sale, said Trustee did pursuant to said notice, on Tuesday, the 27th. day of March, 1962, at 11:30 A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold the same unto ALICE KOONE at and for the sum of TWO THOUSAND FIVE HUNDRED TWENTY FIVE and no/100 DOLLARS, ($2,525.00), she being the highest bidder therefor.

J. Melville Townsend, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 31st. day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Melville Townsend, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal:

Notary Public

1962 APR-6 PM 2:03

ORDER NISI

CORA BOSTICK

versus

ALICE REBECCA DANSBURY, widow

LIBER 140 PAGE 384

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,852 Equity

Ordered, this 9th day of April, 19 62, That the sale of the property in these proceedings mentioned made and reported by J. Melville Townsend, 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 $ 2,525.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

J. Melville Townsend, Atty.

Evening Capital (for Apr. 12 edition)

(Final Order)

CORA BOSTICK

versus

ALICE REBECCA DANSBURY, widow

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

12

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 385

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 12, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,852

Alice Rebecca Dansbury

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.

No. M. G. 27934 1962 MAY 11 By Hazel Tilghman

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,852 Equity
CORA BOSTICK
versus
ALICE REBECCA DANSBURY, widow

Ordered, this 9th day of April, 1962, That the sale of the property in these proceedings mentioned made and reported by J. Melville Townsend, 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 $2,525.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-3

In the Case of LIBER 140 PAGE 386

CORA BOSTICK

VS.

ALICE REBECCA DANSBURY, widow

In the

Circuit Court

For

Anne Arundel County

No. 14,852 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.

FILED
1962 JUL 10 PM 2:52

All of which is respectfully submitted.

July 10, 1962

John H. Hopkins, IV,

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th 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.

Eleanor L. Owings Acting Clerk

Clerk
Per: alj, deputy

FILED
1962 JUL 26 PM 2:29

14

15

LIBER 140 PAGE 387

Dr. CORA BOSTICK vs. ALICE REBECCA DANSBURY, widow

In Acct. with J. MELVILLE TOWNSEND, Trustee

					Cr.	
1962						
Mar.	27	Proceeds of sale	2,525	00		
		Interest on deferred payment of				
		$2,225.00 - 3 mos. 2 days	34	12	2,559	12
					2,559	12

		To Trustee for fee, viz:	50	00		
		To Trustee for Commission, viz:	108	98	158	98
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - Stating this account	25	00	63	00
		To Trustee for Expenses, viz:				
		Capital Gazette Press - Advertising Sale	117	60		
		Capital Gazette Press - Order nisi, sale	15	00		
		Maryland Casualty Co. - Bond Premium	10	00		
		Robert H. Campbell - Auctioneer Fee	75	00		
		1962 County and State Taxes (10.27)				
		1/1/62 to 3/27/62	2	47		
		E. Chaffon - Certified Copy of Mortgage	3	00	223	07
		To Cora Bostick, Mortgagee				
		In full Mortgage claim filed	277	29		
		Interest on Principal balance of $225.00 2/23/62 to 7/25/62 @ 6%	5	65	282	94
		To Alice Rebecca Dansbury, Mortgagor				
		This Surplus	1,831	13	1,831	13
					2,559	12

WINFRED D. YOUNG Route 3, P. O. Box 427 Edgewater, Maryland Complainant vs. ELMER BYRON M. THOMAS, also known as ELMER BYRON MONTAGUE THOMAS, also known as ELMER BRYAN MONTAGUE THOMAS c/o General Delivery Alexandria, Virginia AND The above person if living, if deceased, his heirs and assigns, and any or all persons, particularly his wife, should he have one, having or claiming to have any interest in the lots known as Lots 3068 and 3069, as shown on the second map of Woodland Beach, Sheet No. 1, formerly recorded in Plat Book F. S. R. 3, Folio 24 and now recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 12, said property being located on the northwest side of Brentwood Road, First Election District of Anne Arundel County, Maryland. Respondents	NO. 14,853 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 942
145 MAIN STREET
ANNAPOLIS, MD.

The Complainant, Winfred D. Young, by J. Walter Scholz, his attorney, respectfully represents:

1. That the Respondent became vested with fee simple title to Lots 3068 and 3069, as more particularly shown on the second map of Woodland Beach, Sheet No. 1, as now recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 12 in the First Election District of Anne Arundel County by virtue of a fee simple conveyance from Peter J. Rosch, Widower, by Deed dated the 29th day of June, 1954, said Deed being duly recorded among the Land

FILED

1962 FEB 23 AM 11:44

Records of Anne Arundel County in Liber J. H. H. 856, Folio 212, said Deed being recorded on the 20th day of August, 1954 among the aforesaid land records.

2. That on the 10th day of October, in the year 1960, Edward N. Dunn, Jr., County Treasurer of Anne Arundel County, issued by reason of a public sale and auction, which sale and auction was duly advertised and held according to the laws of the State of Maryland, in particular, Anne Arundel County, issued a certificate of tax sale, No. 3110, to the Complainant herein, Winfred D. Young, as a result of competitive bidding at said auction at and for the sum of $40.13, as is evidenced by the Complainant's Exhibit A, which is attached hereto, and respectfully requested and prayed to be made a part hereof.

3. Examination of the land records, tax records, equity records, assessment records, and records in the office of the Orphans' Court, discloses that title to the above lots of ground were vested as follows on the date the lots were sold for non-payment of taxes:

As to Lots Nos. 3068-3069 on the Plat of Woodland Beach as shown on the Plat aforesaid;

The property was assessed to:

Elmer Byron M. Thomas, also known as
Elmer Byron Montague Thomas, also known as
Elmer Bryan Montague Thomas
c/o General Delivery
Alexandria, Virginia

Description on the Assessment Records:

Lots 3068-3069, Woodland Beach

4. That under the tax sale proceedings filed in Anne Arundel County under the aforesaid sale held in said County at the Anne Arundel County Court House in the City of Annapolis on the 10th day of October, 1960, "Lots 3068-3069 in Woodland Beach" in the First Election District of Anne Arundel County assessed to Elmer Byron M. Thomas, were sold to Winfred D. Young at public auction for the sum of $40.13, the same having been paid at that time by the said Winfred D. Young.

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 942
145 MAIN STREET
ANNAPOLIS, MD.

2

5. That the Complainant has written to the Respondent at his only known address in care of General Delivery, Alexandria, Virginia, and has not received a reply therefrom, this letter having been sent by registered mail, return receipt requested, as is evidenced by Exhibit B, which is filed herewith and attached hereto and prayed by the Complainant herein to be made a part hereof.

6. In order to redeem the premises sold as a result of the aforementioned and described sale, it is necessary for the Respondent or Respondents, as the case may be, to pay the respective sums of money set forth herein regarding the lots herein described and referred to, with interest from date of sale to the date of redemption and all penalties accruing subsequent to said sale and to reimburse the Complainant for said amounts of money due as specifically set forth under the Maryland Code, Article 81. Further, that the Respondent or Respondents have not replied as of the date of the filing of this petition.

7. That the known Respondent is, for all intents and purposes, a non-resident of the State of Maryland to the best of the knowledge and belief of the Complainant herein.

8. That the said properties have not been redeemed by anyone of the parties of interest or alleged parties of interest, although more than a year and a day has expired from the date of said sale.

TO THE END, THEREFORE:

A. That the Complainant prays for processes directed to the above-mentioned Respondent or Respondents at the last known address of said Respondent, commanding him or them to appear in this Court on some day certain to be named therein and make answer thereto.

B. That the Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the Respondent or Respondents, as the case may be, in and to the property hereinabove mentioned and described.

C. That this Bill of Complaint may be amended and that additional parties be made party hereto if the same becomes necessary or advisable.

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 942
145 MAIN STREET
ANNAPOLIS, MD.

LIBER 140 PAGE 392

D. And that such other and further relief as the nature of this case may require and to the Court may seem just and proper.

AND AS IN DUTY BOUND, ETC.

Winfred D. Young

Winfred D. Young, Complainant

J. Walter Scholz

J. Walter Scholz, Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of December, in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winfred D. Young, purchaser at said sale as fully described herein, who made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information, and belief; further, that he makes this Affidavit with full knowledge of the import thereon.

WITNESS my hand and Notarial Seal.

Jane A. Faudree

Jane A. Faudree
Notary Public

My Commission expires - 5/4/63

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 942
145 MAIN STREET
ANNAPOLIS, MD.

J. Walter Scholz
P. O. Box 1505
145 Main Street
Annapolis, Maryland

LIBER 140 PAGE 393

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

WINFRED D. YOUNG Route 3, P. O. Box 427 Edgewater, Maryland	* * * *	IN EQUITY EQUITY NO. 14,853
Plaintiff	* *	
vs.	* *	
ELMER BYRON M. THOMAS, also known as ELMER BYRON MONTAGUE THOMAS, also known as ELMER BRYAN MONTAGUE THOMAS c/o General Delivery Alexandria, Virginia	* * * * * * * *	
AND	* *	
The above person if living, if deceased, his heirs and assigns, and any or all persons, particularly his wife, should he have one, having or claiming to have any interest in the lots known as Lots 3068 and 3069, as shown on the second map of Woodland Beach, Sheet No. 1, formerly recorded in Plat Book F. S. R. 3, Folio 24 and now recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 12, said property being located on the northwest side of Brentwood Road, First Election District of Anne Arundel County, Maryland.	* * * * * * * * * * * * * * * * * *	
Defendants	* *	

J. WALTER SCHOLZ
ATTORNEY AT LAW
P.O. BOX 1505
ANNAPOLIS, MD.

* *

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendant in and to the following described property located in Anne Arundel County, and sold on the 10th. day of October 1960, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland, to

FILED
1962 FEB 23 AM 11:44

5

Winfred D. Young, Plaintiff in these proceedings, for taxes due and in arrears, by the following tax sales certificate, and as found and described on the books of the assessment and taxation as follows:

> Certificate No. 3110, Lots No. 3068 and 3069 as shown on the second map of Woodland Beach, Sheet one, First Election District of Anne Arundel County, and assessed to Elmer Byron Montague Thomas and sold to the Plaintiff for $40.13, of which sum $40.13 has been paid.

The Bill of Complaint states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have elapsed since the date of said sale, namely, the 10th. day of October 1960.

It is thereupon this 23rd day of February 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 3rd day of May in the year 1962, next, warning that the said Elmer Byron Montague Thomas, and any and all persons, especially his wife, if any, having or claiming to have an interest in the above mentioned parcels of land and improvements thereon, and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 3rd day of May, in the year 1962, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in the Plaintiff, Winfred D. Young, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

J. WALTER SCHOLZ
ATTORNEY AT LAW
P.O. BOX 1505
ANNAPOLIS, MD.

Ex. A. Young.

Nº 3110 CERTIFICATE OF TAX SALE

LIBER 140 PAGE 395

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Winfred D. Young Pt 3 Lot 427 - Edgewater, Md at public auction for the sum of 40.13 Dollars and ..... Cents, of which 40 13/00 Dollars has been paid as a deposit on the property in Dist # 1 described as Lots 3068 - 3069 as shown on the plat of Woodland Bch

and assessed to Elmer Byron M. Thomas

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. L...
Notary Public.

My Commission Expires May 1, 1961

FILED
1962 FEB 27 PM 1 57

1 EQUITY # 14853

J. WALTER SCHOLZ
P.O. Box 1505
145 Main Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

Equity No. 14,853

WINFRED D. YOUNG
Route 3, P.O. Box 427
Edgewater, Maryland

Plaintiff

VS.

ELMER BYRON M. THOMAS,
also known as
ELMER BYRON MONTAGUE THOMAS,
also known as
ELMER BRYAN MONTAGUE THOMAS
c—o General Delivery
Alexandria, Virginia

AND

The above person if living, if deceased, his heirs and assigns, and any or all persons, particularly his wife, should he have one, having or claiming to have any interest in the lots known as Lots 3068 and 3069, as shown on the second map of Woodland Beach, Sheet No. 1, formerly recorded in Plat Book F.S.R. 3, Folio 24 and now recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 12, said property being located on the northwest side of Brentwood Road, First Election District of Anne Arundel County, Maryland.

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendant in and to the following described property located in Anne Arundel County, and sold on the 10th day of October 1960, by Edward M. Dunn, Jr. Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland, to Winfred D. Young, Plaintiff in these proceedings, for taxes due and in arrears, by the following tax sales certificate, and as found and described on the books of the assessment and taxation as follows:

8

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1410 PAGE 396

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1962

We hereby certify, that the annexed

Order of Publication - Eq. 14,853-3

Elmer Byron M. Thomas

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 3rd day of May, 1962. The first insertion being made the 1st day of March, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
1962
62 MAR 28 PM 4:2

Certificate No. 3110, Lots No. 3068 and 3069 as shown on the second map of Woodland Beach, Sheet one, First Election District of Anne Arundel County, and assessed to Elmer Byron Montague Thomas and sold to the Plaintiff for $40.13 of which sum $40.13 has been paid.

The Bill of Complaint states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have elapsed since the date of said sale, namely, the 10th day of October 1960.

It is thereupon this 23rd day of February 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 3rd day of May in the year 1962, next, warning that the said Elmer Byron Montague Thomas, and any and all persons, especially his wife, if any, having or claiming to have an interest in the above mentioned parcels of land and improvements thereon, and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 3rd day of May, in the year 1962, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in the Plaintiff, Winfred D. Young, a title free and clear of all encumbrances.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

M-22

LIBER 140 PAGE 398

WINFRED D. YOUNG COMPLAINANT	**	IN THE
	**	CIRCUIT COURT
VS.	**	FOR
	**	ANNE ARUNDEL COUNTY
ELMER BYRON M. THOMAS RESPONDENT	**	EQUITY NO. 14,853
	**	

* *

AFFIDAVIT OF MILITARY SERVICE

The Complainant, Winfred D. Young, he being of lawful age and being first duly sworn upon his oath, deposes and says:

That he is a citizen of the State of Maryland and that he lives at Woodland Beach and that he does not know the military status of the Respondent, nor can it be found out from the Armed Forces, but he does aver that from his personal knowledge and from investigation that the Respondent was not in World War II and that the Armed Forces has no available knowledge of the Respondent being in the Armed Forces.

Further, that the Respondent had no record of regular employment anywhere, Washington, Virginia or Maryland, where he was known to hang out.

Further, that the Respondent purchased the premises in 1954 and that said premises were in all outward intention abandoned shortly thereafter; and, that certified and registered mail was directed to the last known address and that the same was returned to the sender as will appear by examination of the Complainant's Exhibit B, which is attached hereto and made a part hereof, which is comprised of a copy of a letter sent, the registered envelope unopened and the registering receipt.

J. WALTER SCHOLZ
ATTORNEY AT LAW
P.O. BOX 1505
ANNAPOLIS, MD.

1962 MAY 14 PM 4:07
FILED

9

Further, that the Respondent has long since forgotten or abandoned his tax liabilities and subsequent military service, if any, does not wipe out his tax responsibilities.

That the Complainant has taken all steps possible to locate the said Respondent, Elmer Byron M. Thomas, and that he has had no success; that the conclusion reached by the Complainant herein is that it does not know the Respondent, but that it does presume and is convinced that he is not in military service of the United States, nor was he when he first failed to pay taxes as defined in Soldiers' and Sailors' Relief Act.

Winfred D. Young (S)
Winfred D. Young
Complainant

STATE OF MARYLAND
ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of Oct 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winfred D. Young, Complainant, and made oath in due form of law that the matters and things set forth in the above affidavit are true to the best of his knowledge and belief.

WITNESS: my hand and Notarial Seal.

Jane A. Faudree
Jane A. Faudree
Notary Public
My commission expires
6th day May 1963

J. WALTER SCHOLZ
ATTORNEY AT LAW
P.O. BOX 1505
ANNAPOLIS, MD.

JBR 140 PAGE 400

February 20, 1962

Mr. Elmer Byron Montague Thomas
General Delivery
Alexandria, Virginia

My dear Mr. Thomas:

According to the laws of the state of Maryland, when one is in fee simple possession of real estate and he fails to pay taxes thereon whether he has been notified that taxes are unpaid or not and the city, state, or county sells his property for taxes, the fee simple owner is given a year and a day after the sale to come in and redeem the same by paying the taxes due and the interest thereon and such charges as the Court may deem appropriate under the circumstances.

This letter is to advise that your property was sold for taxes on the 10th. day of October 1960 to Winfred D. Young, and that in accordance with the laws of the state of Maryland, he has filed suit against you to foreclose your rights of redemption.

This letter is to advise that should you fail to come into this office and pay the sums due within the time prescribed by law according to the advertisement, that your rights to redeem will be forever foreclosed and the property rights transfered therein absolutely into Winfred D. Young.

May I hear from you at the earliest convenience.

Very truly yours,

J. W. Scholz

JWS:lhh

REGISTERED
RETURN RECEIPT REQUESTED

Filed
1962 MAY 14 PM 4:03

Complainants Exhibit "B"

REGISTERED NO. 8400

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 04 ☐ Airmail

POSTMARK

ANNAPOLIS MD. 21 1962

Postmaster, By on

From J. Walter Scholz

PO Box 1505 Annapolis Md

To Mr. Elmer Byron M. Thomas

Gen Del Alexandria Va

POD Form 3806
Sept. 1955

c9—16—70493-2

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 1505
ANNAPOLIS, MARYLAND

RETURN RECEIPT REQUESTED

REGISTERED
NO. 8400

REGISTERED
RETURN RECEIPT REQUESTED

MAR - 5 1962

REASON
Unclaimed
Unknown
Insufficient address
Moved, Left no address
No such post office in state
Do not remain in this envelope

Mr. Elmer Byron Montague Thomas
General Delivery
Alexandria, Virginia

FEB 22 1962

FINAL NOTICE
2-27-62

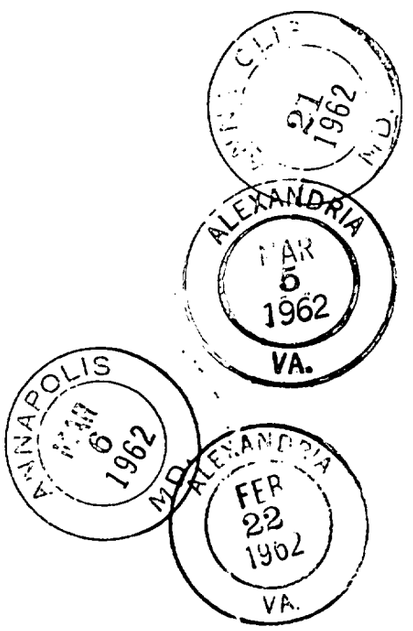
(5)

The sender *is not* required to pay a registration fee providing for full indemnity coverage (up to the limit of $1,000). However, if the actual value of the matter mailed exceeds $25, the sender must pay a fee of at least 55 cents. Same matter having no intrinsic value, so for as the registry service is concerned, may involve considerable cost to duplicate if lost or destroyed. The sender is privileged to pay a fee for insurance against costs of duplication if desired.

Domestic registered mail is subject to surcharge when the declared value exceeds the maximum indemnity covered by the fee paid by $1,000 or more. Claims must be filed within 1 year from date of mailing.

Consult postmaster as to fee chargeable on registered parcel post packages addressed to foreign countries.

GPO 69—16—70493-2



FILED

1962 MAY 14 PM 4:07

WINFRED D. YOUNG
Route 3, P. O. Box 427
Edgewater, Maryland

Complainant

vs.

ELMER BYRON M. THOMAS,
also known as
ELMER BYRON MONTAGUE THOMAS,
also known as
ELMER BRYAN MONTAGUE THOMAS
c/o General Delivery
Alexandria, Virginia

AND

The above person if living, if deceased, his heirs and assigns, and any or all persons, particularly his wife, should he have one, having or claiming to have any interest in the lots known as Lots 3068 and 3069, as shown on the second map of Woodland Beach, Sheet No. 1, formerly recorded in Plat Book F. S. R. 3, Folio 24 and now recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 12, said property being located on the northwest side of Brentwood Road, First Election District of Anne Arundel County, Maryland

Respondents

NO. 14,853 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* *

PETITION FOR DECREE PRO CONFESSO

The petition of Winfred D. Young, by his attorney, J. Walter Scholz, respectfully shows:

1. That the Respondent is not in the Military Service as defined by the Soldiers and Sailors Relief Act of 1940.

2. That a registered letter was mailed to the Respondent, Elmer Byron M. Thomas, c/o General Delivery, Alexandria, Virginia, but that the same has been returned marked, "Unknown, Not Claimed, Not Here," and is attached hereto marked Complainant's Exhibit B.

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 942
145 MAIN STREET
ANNAPOLIS, MD.

FILED
1962 MAY 14
PM 4:08

3. That the above named Respondent and the possible or probable persons who could have or who might be the proper Respondents, they and all of them being presumed to be non-residents have neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the Certificate of Publication filed herein.

Elmer Byron M. Thomas
c/o General Delivery
Alexandria, Virginia
also known as
Elmer Byron Montague Thomas
also known as
Elmer Bryan Montague Thomas

and

The above person if living, if deceased, his heirs and assigns, and any or all persons, particularly his wife, should he have one, having or claiming to have any interest in the lots known as Lots 3068 and 3069, as shown on the second map of Woodland Beach, Sheet No. 1, formerly recorded in Plat Book F. S. R. 3, Folio 24 and now recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 12, said property being located on the northwest side of Brentwood Road, First Election District of Anne Arundel County, Maryland.

WHEREFORE, your petitioner prays that this Bill of Complaint be taken Decree Pro Confesso against said Respondent and/or Respondents.

AND, as in duty bound, etc.

Winfred D. Young, Complainant

J. WALTER SCHOLZ
ATTORNEY AT LAW
P. O. BOX 942
145 MAIN STREET
ANNAPOLIS, MD.

J. Walter Scholz
Solicitor for Complainant

13

LIBER 140 PAGE 405

WINDRED D. YOUNG Route 3, P.O. Box 427 Edgewater, Maryland	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
ELMER BYRON M. THOMAS c/o General Delivery Alexandria, Virginia	*	
Respondent	*	EQUITY NO. 14,853

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order, against the Defendant named herein and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendant and sold to Plaintiff on the 10th day of October, 1960, for non-payment of taxes due for the years 1959 and 1960;

And it further appearing that the Defendant, being a non-resident, has been duly served by publication;

And it further appearing that the Defendant has failed to enter his appearance herein in person or by solicitor, and failed to file an answer to the Bill of Complaint, and the time within which said Defendant could so appear and file an answer having now expired, it is, thereupon this 13th day of June, 1962, by the Circuit Court for Anne Arundel County in Equity.

ADJUDGED, ORDERED AND DECREED that the Bill of Complaint be and the same is hereby taken pro confesso against the said Defendant and all persons having or claiming to have any interest in the real estate therein described, as same is assessed to said Defendant and described on the books of the County Treasurer, and sold as aforesaid to the Plaintiff on October 10, 1960.

O. Bowie Duckett

JUDGE

LIBER 140 PAGE 406

WINFRED D. YOUNG Route 3, P.O. Box 427 Edgewater, Maryland	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
ELMER BYRON M. THOMAS c/o General Delivery Alexandria, Virginia	*	
Respondent	*	EQUITY NO. 14,853

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance as Co-counsel for the Complainant.

Thomas M. Schifanelli

Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
COlonial 3-3957

FILED
1962 JUN 12 PM 2:13

15

LIBER 140 PAGE 407

WINDRED D. YOUNG Route #3, P.O. Box #427 Edgewater, Maryland	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
ELMER BYRON M. THOMAS c/o General Delivery Alexandria, Virginia	*	
Respondent	*	EQUITY NO. 14,853

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and it appearing to the Court that the Defendant, Elmer Byron M. Thomas, also known as Elmer Byron Montague, also known as Elmer Bryan Montague Thomas, being a non-resident, has been duly served by publication.

AND it further appearing that a Decree pro confesso was entered herein on the 13th day of June, 1962, against the aforesaid Defendant, and that he has not entered his appearance herein or filed an answer in this proceeding or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in equity, this 17th day of July, 1962,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendant, Elmer Byron M. Thomas, also known as Elmer Byron Montague Thomas, also known as Elmer Bryan Montague Thomas, his unknown heirs at law, alienees, assignees and devisees, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on October 10, 1960,

for nonpayment of taxes for the years 1959 and 1960 to wit:

Certificate No. 3110 - Lot Nos. 3068 and 3069, as shown on the second map of Woodland Beach, Sheet No. 1, First Election District, and assessed to Elmer Byron M. Thomas.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes occurring subsequent to the Tax Sale mentioned in this cause and public easements and proceedings to which said property is subject, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Windred D. Young, Complainant in this proceeding, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Complainant to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid Certificate, if any, and it is further

ORDERED that the Complainant pay the cost of this proceeding.

George Sachse
JUDGE

FILED
1962 JUL 18 AM 9:38

17

JBW/s 9/19/60

LIBER 140 PAGE 409

MARY LOUELLA FOY 4700 Hellwig Road Baltimore 6, Maryland;	*	
RUFUS F. FOY, her husband, 4700 Hellwig Road Baltimore 6, Maryland;	*	IN THE
AMELIA L. MURRAY, widow, 105 Third Avenue Baltimore 27, Maryland;	*	CIRCUIT COURT
CLARKE WALDREN POOLE, unmarried, 105 Third Avenue Baltimore 27, Maryland;	*	FOR
ROBERT L. POOLE 107 Second Avenue Baltimore 27, Maryland;	*	BALTIMORE
and	*	COUNTY
GLORIA POOLE, his wife, 107 Second Avenue Baltimore 27, Maryland	*	No. 15,101 Equity
vs.		
RONALD W. POOLE, an infant, 107 Second Avenue Baltimore 27, Maryland	*	

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

Your Orators, complaining, say:

1. That Blanche E. Poole, a resident of Baltimore County in the State of Maryland, departed this life on or about the 17th day of January 1960, leaving a Last Will and Testament dated the 3rd day of October 1950 which has been duly probated by the Orphans' Court for Baltimore County, a certified copy of the said will being filed herewith as a part hereof marked "Complainants' Exhibit No. 1";

2. That at the time of her death, the said Blanche E. Poole was the owner of an annuity or annual rent of Seventy Two ($72.00) Dollars issuing out of three (3) lots of ground situate, lying and being in Baltimore County and described as follows:

FILED

1962 JUL 26 PM 2:21

BEGINNING for the first on the south side of Second Avenue at the distance of one hundred and seventy-five feet easterly from the southeast corner of Second and Baltimore Avenues, which said place of beginning is designed to be at the northeast corner of Lot 279, on the plat hereinafter mentioned; and running thence easterly binding on the south side of Second Avenue, twenty-five feet to Lot No. 281, on said plat; thence southerly parallel with Baltimore Avenue and binding on Lot No. 281, one hundred feet to lot No. 304; thence westerly binding on Lot No. 304 and parallel with Second Avenue twenty-five feet to Lot No. 279; and thence northerly binding on Lot No. 279 and parallel with Baltimore Avenue one hundred feet to the place of beginning;

BEING Lot No. 280, Section 9, on the Plan of Linthicum Farm, known as Lansdowne, filed for record with the Clerk of the Circuit Court for Baltimore County in Plat Book J. W. S. No. 1, folio 49 etc;

BEGINNING for the second on the south side of Second Avenue at the distance of one hundred and fifty feet east from the southeast corner of Second and Baltimore Avenues, which said place of beginning is designed to be at the northeast corner of Lot No. 278; and running thence east binding on the south side of Second Avenue, twenty-five feet to Lot No. 280; thence south, binding on lot No. 280 and parallel with Baltimore Avenue one hundred feet to Lot No. 303; thence west parallel with Second Avenue and binding on Lot No. 303 twenty-five feet to Lot No. 278; and thence north binding on Lot No. 278 and parallel with Baltimore Avenue one hundred feet to the place of beginning;

BEING lot No. 279, Section 9, on the Plan of Linthicum Farm, known as Lansdowne, filed for record with the Clerk of the Circuit Court of Baltimore County in Plat Book J. W. S. No. 1, folio 49 etc;

BEGINNING for the third being lot fronting twenty-five feet on the south side of Second Avenue with a depth of one hundred feet, being lot #281, Block 9, on the Plat of Lansdowne, which is on file in the office of the Clerk of the Circuit Court for Baltimore County;

BEING the same lot mentioned in Equity Docket 33, folio 200, assessed to Abraham L. Gaines for 1931. 13th District. Sale ratified and confirmed about July 28, 1934;

the said annuity or annual ground rent having been created by a lease bearing date the 9th day of April 1946 from Blanche E. Poole and Sylvester A. Poole, her husband, to Anne R. Welsh, recorded among the Land Records of Baltimore County in Liber R. J. S. No. 1446, folio 494 etc., the said lease being filed herewith as a part hereof marked "Complainants' Exhibit No.2";

3. That the title to the first two lots of ground mentioned in Paragraph 2 hereof became vested in the said Blanche E. Poole and Sylvester A. Poole, her husband, by a deed from Daisy Laghenbeel dated the 31st day of August 1936 and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 980, folio 178 etc., a certified copy of the said deed being filed herewith as a part hereof marked "Complainants' Exhibit No. 3";

2

4. That the third lot mentioned in Paragraph 2 hereof became vested in the said Blanche E. Poole and Sylvester A. Poole, her husband, by a deed from County Commissioners of Baltimore County dated the 20th day of July 1942, recorded among the Land Records of Baltimore County in Liber C.H.K. No. 1258, folio 306 etc., a certified copy of the said deed being filed herewith as a part hereof marked "Complainants' Exhibit No. 4";

5. That at the time of her death, the said Blanche E. Poole was the owner, in fee simple, of a lot of ground situate, lying and being in Anne Arundel County in the State of Maryland, described as follows:

> First: Said lot of ground being situate on the northernmost side of Shipley Road distant one thousand six and twelve one-hundredths feet westerly from the Old Hammond Ferry Road and fronting westerly on the northernmost side of Shipley Road fifty feet with an even rectangular depth northerly of one hundred forty-five feet on the south side of a twelve foot lane, said lot of ground being known as Lot No. 318 in Section "A" in the subdivision of Shipley Heights, as shown on the Plat thereof, recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 201;
>
> Second: All that property known as the Western one-half of Lot No. 317 on the Plat of Shipley Heights, recorded as aforesaid;

the said lots having been conveyed by J. Oliver Clarke to Blanche E. Poole and Sylvester A. Poole, her husband, by deed dated the 4th day of December 1940 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 229, folio 242 etc., a certified copy of the said deed being filed herewith as a part hereof marked "Complainants' Exhibit No. 5";

6. That the said Sylvester A. Poole departed this life on or about the 27th day of January 1950, thereby vesting the title to all of the said lots of ground in the said Blanche E. Poole, mentioned in Paragraph 4 hereof;

7. That the properties mentioned in Paragraph 2 hereof passed under the residuary clause of the said Last Will and Testament of Blanche E. Poole, one-fourth undivided interest therein having passed to Mary Louella Foy, one of the Complainants herein; one-fourth undivided interest therein having passed to Amelia L. Murray, one of the Complainants herein, and one-fourth

3

undivided interest therein having passed unto the said Clarke Waldren Poole, one of the Complainants herein, and the remaining one-fourth undivided interest therein, which would have passed to Wilson Lee Poole, became vested in his two children, Robert Lee Poole, one of the complainants herein and Ronald Wilson Poole, the Respondent herein, the said Wilson Lee Poole having departed this life on or about the 18th day of October 1957, prior to the death of the testatrix, Blanche E. Poole;

8. That Mary Louella Foy, one of the complainants herein, is now married to Rufus F. Foy, who is also one of the complainants herein; that Amelia L. Murray, one of the complainants herein, is a widow; that Clarke Waldren Poole, one of the complainants herein, is unmarried; that Robert L. Poole, one of the complainants herein, is now married to Clorida Poole, who is also one of the complainants herein, and that Ronald W. Poole, the Respondent herein, is an infant seventeen (17) years of age and is unmarried;

9. That letters testamentary on the estate of Blanche E. Poole were granted by the Orphans' Court of Baltimore County to Mary Louella Foy, as will appear by a certificate of the said letters filed herewith as a part hereof marked "Complainants' Exhibit No. 6" and that the administration of the said estate has been fully completed - all of the debts of the said estate having been fully paid and the inheritance tax on the lots of ground herein described having been fully paid to the State of Maryland;

10. That the properties herein described and each of them are insusceptible of partition in kind and that it is to the best interest of all of the parties concerned and is also to the best interest of the infant defendant herein, that the said properties be sold and the proceeds divided as directed by this Honorable Court;

TO THE END THEREFORE:

(a) That a decree may be passed directing that the properties herein described be sold;

(b) That a trustee be appointed to sell and convey the same

4

and to divide the net proceeds of the sale thereof as directed by this Honorable Court;

(c) That Your Orators may have such other and further relief as their case may require;

AND as in duty bound, etc.

(s) Donald H. Frye
Donald H. Frye

(s) Winter and Bowen
Winter and Bowen
1201 Fidelity Building
Baltimore, 1, Maryland
Plaza 2-4660

Solicitors for Complainants

(s) Mary Louella Foy
Mary Louella Foy

(s) Rufus F. Foy
Rufus F. Foy

(s) Amelia L. Murray
Amelia L. Murray

(s) Clarke Waldren Poole
Clarke Waldren Poole

(s) Robert L. Poole
Robert L. Poole

(s) Gloria Poole
Gloria Poole

5

MARY LOUELLA FOY et al.	:	IN THE CIRCUIT COURT
VS.	:	FOR BALTIMORE COUNTY
RONALD W. POOLE, An Infant	:	IN EQUITY
	:	DOCKET 69 FOLIO 275
	:	CASE NO. 45012

: : : : : :

D E C R E E

This cause standing ready for hearing and being submitted, the Bill of Complaint, Exhibits, Answer by Guardian Ad Litem, Testimony and all other proceedings were by the Court read and considered.

It is thereupon this 24th day of March, 1961, by the Circuit Court for Baltimore County, in Equity, ADJUDGED, ORDERED and DECREED that the annuity or annual ground rent created by lease dated April 9, 1946, and recorded among the Land Records of Baltimore County in Liber R.J.S. No. 1446 folio 494, from Blanche E. Poole and husband unto Anne R. Welsh and more fully described in these proceedings be sold, and further that all that parcel of land and improvements situate in Anne Arundel County, State of Maryland, and being more particularly described in a deed dated December 4, 1940, and recorded among the Land Records of said County in Liber J.H.H. No. 229 folio 242, from J. Oliver Clarke unto Blanche E. Poole and husband, and further described in these proceedings be sold and that Donald H. Frye and J. Britain Winter be and they are hereby appointed Trustees to make said sales; 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 the Clerk thereof in the penalty of Fifteen Thousand

6

Dollars conditional for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any further Order in the premises. They shall then proceed to make said sales, either at private or public sales and if at private sales at prices not less than the appraised values of said respective properties to be approved by this Court, and, if at public sale, by giving at least three weeks' notice by advertisement inserted in some weekly newspaper or newspapers published in Baltimore County as to the sale of said ground rent and in Anne Arundel County with respect to the secondly above mentioned property, and in such other manner as they shall think proper of the time, place, condition and terms of sale, which terms shall require a deposit of ten per cent. at the time and place of sale, the balance to be paid in full upon final ratification of sale by this Court with interest on the unpaid balance from the date of final ratification, and upon obtaining the Court's ratification of the sale or sales and upon payment of the whole purchase price (and not before), the Trustees shall by a good and sufficient deed to be executed and acknowledged according to law convey to the purchase or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Plaintiff and Defendant, and those claiming by, from and under them or either of them; and

It is further ADJUDGED, ORDERED and DECREED that said Trustees shall return to this Court a full and particular account of their proceedings relative to the sale of said property with an affidavit annexed thereto of the truth thereof and of the fairness of said sale; and

It is further ADJUDGED, ORDERED and DECREED that said Trustees shall bring into this Court the money arising

from said sale or sales to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said Trustees as this Court shall deem proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

George M. Berry
JUDGE

Approved for Decree.

Clinton F. Fitts
MASTER

JBW/s 4/27/62

LIBER 140 PAGE 417

MARY LOUELLA FOY, ET AL,	*	IN THE
	*	CIRCUIT COURT FOR
VS.	*	BALTIMORE COUNTY
RONALD W. POOLE	*	IN EQUITY
	*	Docket 69, folio 275 Case No. 45012

* * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Report of Sale of Donald H. Frye and J. Britain Winter, Trustees, appointed by decree in the above entitled cause, to make sale of the fee simple property known as 434 Shipley Road, Linthicum Heights, Maryland, 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 Gazette, a newspaper published in Anne Arundel County, Maryland, for more than three successive weeks preceding the date of the said sale, and by advertisements inserted in The Baltimore Sun, a daily newspaper published in Baltimore City, said Trustees did, pursuant to said notice on Tuesday, the 24th day of April, 1962, at 3 P. M., attend on the premises and then and there sold 434 Shipley Road, Linthicum Heights, Maryland, in fee simple, unto V. Larkin Dicus and Dorothy K. Dicus, his wife, at and for the sum of Eight Thousand Four Hundred ($8,400.00) Dollars, the said sale being at public auction and the said sum of Eight Thousand Four Hundred ($8,400.00) Dollars being the highest price bid therefor.

(s) Donald H. Frye
Donald H. Frye

(s) J. Britain Winter
J. Britain Winter, Trustees

9

STATE OF MARYLAND,

CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 27th 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 Donald H. Frye and J. Britain Winter, Trustees, 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.

(s) Albert R. Bowen, Jr.

Notary Public

(SEAL)

My commission expires May 6,1963

10

MARY LOUELLA FOY RUFUS F. FOY, her husband AMELIA L. MURRAY, widow CLARKE WALDREN POOLE, Unmarried ROBERT L. POOLE and FLORIA POOLE, his wife vs. RONALD W. POOLE, an infant	:	IN THE CIRCUIT COURT FOR BALTIMORE COUNTY IN EQUITY Docket 69 Folio 275 Case No. 45012

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That the aforegoing are true copies ~~is a true copy~~ taken from the original Bill of Complaint filed October 1, 1960; Decree filed March 24, 1961 and that an approved Bond was filed April 24, 1961, which is still in full force and effect; and Report of Sale filed May 4, 1962.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 24th day of July 1962.

Walter J. Rasmussen

Clerk of the Circuit Court
for Baltimore County.

LIBER 140 PAGE 420

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES R.	*	FOR
WHITEHEAD AND VIRGINIA R.	*	ANNE ARUNDEL COUNTY
WHITEHEAD, HIS WIFE	*	NO. 14885 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway,
Glen Burnie, Maryland
So6-0770

FILED

1962 MAR 13 AM 11:48

LIBER 140 PAGE 421 BOOK 1313 PAGE 275 No. 14,885

PURCHASE MONEY

This Mortgage,

Made this 7th day of July , 19 59

by and between James R. Whitehead and Virginia R. Whitehead, 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 -27- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 2,700.00 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 ptecedent to said advance being made by said Association; said sum having been used as part of the purchase price for the hereinafter described property.

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 ose lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 17 and 18, Block 59, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 34; now in Plat Book 4, Page 17.

BEING ALSO the same property which the said Mortgagors acquired from John P. McGlaughlin and Shirley B. McGlaughlin, his wife, by Deed of even date herewith and intended to be recorded immediately prior hereto.

FILED

1962 MAR 13 AM 11:43

2

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 $ 13.50 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 $ 13.50 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 $ 2,700.00 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. Zubrow

James R. Whitehead (SEAL)

James R. Whitehead (SEAL)

Virginia R. Whitehead (SEAL)

Virginia R. Whitehead (SEAL)

BOOK 1313 PAGE 278 LIBER 140 PAGE 424

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared James R. Whitehead and Virginia R. Whitehead, 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
Notary Public.

11.00 AMELIA H. TUBMAN

Rec'd for record July 18, 1959 at 9:09 A.M.
Mailed to John W. Demyan, Jr.

PURCHASE MONEY
Mortgage

FROM

JAMES R. WHITEHEAD and
VIRGINIA R. WHITEHEAD,
his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3731

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

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

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

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

..... By..... .....
Secretary. President.

LIBER 140 PAGE 425

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES R.	*	FOR
WHITEHEAD AND VIRGINIA R.	*	ANNE ARUNDEL COUNTY
WHITEHEAD, HIS WIFE	*	NO. 14885 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 2,700.00
Interest from the 31st day of December, 1961, to the 30th day of April, 1962.	$ 51.00	
Late fines from the 31st day of January, 1962 to the 30th day of April, 1962.	14.60	
		65.60
		2,765.60
Dues paid to date		275.45
Total amount due under Mortgage		$ 2,490.15

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

By F. W. Kuethe, Jr.
F. W. Kuethe, Jr.,
Assistant Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of March 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared F. W. Kuethe, Jr., Assistant 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 MAR 13 AM 11:43

LIBER 140 PAGE 426

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES R. WHITEHEAD AND VIRGINIA R. WHITEHEAD, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14885 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

(4) said defendant ~~is~~ 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 13th day of March 1962.

Kathryn M. Conboy
Notary Public

ANNE ARUNDEL COUNTY, MARYLAND

FILED

1962 MAR 13 AM 11:48

7

ROYAL INDEMNITY COMPANY

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

#14,885

LIBER 140 PAGE 427

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

LIBER 11 PAGE 298

Bond No. 361292

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 Three Thousand Dollars ($3,000.00), 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 9th day of April, 1962.

WHEREAS, under and by virtue of the power and authority vested in the siad 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 James R. Whitehead and Virginia R. Whitehead, His Wife, to The Glen Burnie Savings & Loan Association (The Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

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

Signed, sealed and delivered
in the presence of:

Fred W. Kuethe

John Demyan (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

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

The above bond is this 9th day
of April 1962 at 2:40 o'clock
P.M. approved.

George T. Cromwell Clerk

FILED

1962 APR -9 PM 2:40

LIBER 140 PAGE 428

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots Nos. 17 and 18, Block 59, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 34; now in Plat Book 4, Page 17.

PROPERTY LOCATED AT HERALD HARBOR, SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from James R. Whitehead and Virginia R. Whitehead, his wife, dated July 7, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1313, folio 275 (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, APRIL 10, 1962

AT 11 O'CLOCK A. M.

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

BEING KNOWN and designated as Lots Nos. 17 and 18, Block 59, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 34; now in Plat Book 4, Page 17.

BEING ALSO the same property which the said Mortgagors acquired from John P. McGlaughlin and Shirley B. McGlaughlin, his wife, by Deed dated July 7, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1313, folio 273.

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

FILED

1962 APR 10 PM 12:41

9

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss

I HEREBY CERTIFY, that on this 10th day of April, 1962, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Harry W. Goldberg of 1511 "K" St, N.W. Washington, D.C. who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on the reverse side hereof at and for the sum of THREE THOUSAND ($3,000) DOLLARS; a deposit of $500.00 made at time and place of sale; and agree to comply with the terms of sale in the advertisement and hand bill.

2. That he is the principal and not acting for anyone else.

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; and that said sale was fairly made.

WITNESS my hand and Notarial seal this 10th day of April, 1962.

Harry W. Goldberg
Affiant

Nan Edith Heatch
Nan Edith Heatch
Notary Public

ACCEPTED:

John Demyan, Jr, Attorney named in the Mortgage

FILED

1962 APR 10 PM 12:41

/c

LIBER 140 PAGE 430

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES R.	*	FOR
WHITEHEAD AND VIRGINIA R.	*	ANNE ARUNDEL COUNTY
WHITEHEAD, HIS WIFE	*	NO. 14,885 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from James R. Whitehead and Virginia R. Whitehead, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated July 7, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1313, folio 275; 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, April 10th, 1962, at 11 o'clock AM., and then and there sold the said property to Harry W.Goldberg,1511 "K" Street,NW,Washington,D.C° at and for the sum of Three Thousand - - - - - - - - - - - - - - - - - - ($ 3,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

BEING KNOWN and designated as Lots Nos. 17 and 18, Block

FILED

1962 APR 10 PM 12:40

11

59, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 34; now in Plat Book 4, Page 17.

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

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

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10 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 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 therefore.

WITNESS my hand and Notarial Seal.

Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JAMES R. WHITEHEAD
AND VIRGINIA R. WHITEHEAD, his wife

versus

LIBER 140 PAGE 432
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,885 Equity

Ordered, this 10th day of April, 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 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 $3,000.00

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

JOHN DEMYAN, Jr., Atty. "Md. Gazette" (For Aprl 12, Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JAMES R. WHITEHEAD
XXXXXX
and VIRGINIA R. WHITEHEAD, 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 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 15 PM 12:23

13

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

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lots Nos. 17 and 18, Block 59, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 34, now in Plat Book 4, Page 17.

Property located at Herald Harbor, Second Election District of Anne Arundel County Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from James R. Whitehead and Virginia R. Whitehead, his wife, dated July 7, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1313, folio 275 (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., April 10, 1962 at 11 o'clock A.M.

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

BEING KNOWN and designated as Lots Nos. 17 and 18, Block 59, as shown on the Plat of Herald Harbor on the Severn, Section C, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 34; now in Plat Book 4, Page 17.

BEING ALSO the same property which the said Mortgagors acquired from John P. McGlaughlin and Shirley B. McGlaughlin, his wife, by Deed dated July 7, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1313, folio 273.

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

A-5

No.

FILED
1962 APR
R 12 PM 3:56

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 433

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1962

We hereby certify, that the annexed

Mortgage Sale 14,885

James R. Whitehead

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.

By Hazel Tilghman

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 434

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,885 Equity
In the Matter of the Mortgaged Real Estate of
JAMES R. WHITEHEAD and VIRGINIA R. WHITEHEAD, h wife

Ordered, this 10th day of Apr 1962, That the sale of the pro erty in these proceedings me tioned made and reported b JOHN DEMYAN, Jr., Attorne named in the Mortgage BE RA IFIED AND CONFIRMED, u less cause to the contrary ther of be shown on or before the 14t day of May next; Provided, copy of this Order be inserted i some newspaper published i Anne Arundel County, once i each of three successive week before the 14th day of May nex

The report states that th amount of sale was $3,000.00.

GEORGE T. CROMWELL Cler
True Copy, TEST:
GEORGE T. CROMWELL Clen
M-

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,885

James R. Whitehead

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, 1962 The first insertion being made the 12th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
MAY -8 PM 1:25

No. M. G. 229-27962

5

LIBER 140 PAGE 435

In the Case of

The Mortgaged Real Estate of James R. Whitehead & Virginia R. Whitehead, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,885 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.

July 13, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st 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.

Eleanor G. Jennings, Acting Clerk

Clerk

Per: Mary Bell, deputy

FILED

1962 JUL 31 AM 9:21

16

Dr. Mortgaged Real Estate of James R. Whitehead & Virginia R. Whitehead, his wife

In Acct. with John Demyan, Jr., Attorney named in Mortgage

					Cr.	
	By	Amount of sale, as per Attorney's Report of sale filed	3,000	00		
	By	Interest on deferred payment 6% on $2,500.00 from 4/10/62 to 6/12/62	31	00		
	By	Adjustment, 1962 taxes paid in advance	36	91		
					3,067	91
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commission viz.	120	93		
					170	93
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	25	00		
					63	00
	To	Attorney, for disbursements viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi- sale	81	52		
		Speer Publications, Inc.-handbills	14	87		
		Royal Indemnity Co.- bond	12	00		
		Robert H. Campbell, Auctioneer's fee	45	00		
		½ Federal & State Revenue stamps	4	95		
		Notary fee	1	50		
					159	84
	To	The Glen Burnie Savings & Loan Association of Anne Arundel County, Mortgagee, on account of Mortgage claim				

		Balance due on Mortgage, as per			
		Mortgage claim filed	2,490	15	
		Interest on principal balance, 6%			
		on $2,424.55 from 4/30/62 to 7/25/62	44	45	
					2,534 60
	To	James R. Whitehead & Virginia R.			
		Whitehead, his wife, Mortgagors,			
		excess			+ 139 54
					3,067 91

LIBER 140 PAGE 438

COMMERCIAL TRADING COMPANY, INC.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
FIVE NINETY TWO EASTON CORPORATION	:	ANNE ARUNDEL COUNTY
Defendant	:	No. 14,879

: : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents:

That on January 25, 1962, the defendant executed and delivered to Commercial Trading Company, Inc., a mortgage upon certain fee simple property in the Second Election District of Anne Arundel County, therein described, to secure the payment of the mortgage debt of $106,600.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

And as in duty, etc.

David Gerber

Burke, Gerber & Wilen
326 St. Paul Place
Baltimore 2, Maryland
Plaza 2-1230

Attorneys for Plaintiff

FILED

1962 MAR-9 PM 2:10

LIBER 140 PAGE 439 BOOK 1540 PAGE 524 No. 14879 Eq.

PART PUR. MONEY

THIS MORTGAGE, Made this 25th day of January in the year nineteen hundred and sixty-two by and between FIVE NINETY TWO EASTON CORPORATION, a body corporate of the State of New York, Mortgagor, of the first part, and COMMERCIAL TRADING COMPANY, INC., a body corporate of the State of New York, Mortgagee, of the second part:

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of One Hundred Six Thousand Six Hundred Dollars ($106,600.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum the Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of six per cent (6%) per annum, payable in the following manner and time: Beginning one month from the date hereof, six (6) consecutive monthly payments of Seven Hundred Dollars ($700.00) on account of the principal plus interest, at the rate of six per cent (6%) per annum, on each of said payments accounting from the date hereof; and beginning seven (7) months from the date hereof, twenty-nine (29) consecutive monthly payments of Three Thousand Four Hundred Dollars ($3,400.00) on account of the principal plus interest, at the rate of six per cent (6%) per annum, on each of said payments accounting from the date hereof; and one month thereafter, a final payment of Three Thousand Eight Hundred Dollars ($3,800.00) on account of the principal, plus interest at the rate of six per cent (6%) per annum, accounting from the date hereof; in evidence whereof the Mortgagor has made and delivered to the Mortgagee thirty-six (36) promissory notes bearing even date with these presents, payable to the order of the Mortgagee;upon default in any one of the above payments, the principal remaining unpaid with accrued interest shall be immediately due and payable without notice. *

The Mortgagor shall have the right to prepay the obligation herein with interest to the date of payment at any time on condition that the Mortgagor is not in default under any of the terms of its obligation to the Mortgagee; if said Mortgage is prepaid during the first year, the Mortgagor shall be entitled to a refund of Five Thousand Dollars ($5,000.00), and if prepaid during the second year, a refund of Two Thousand Five Hundred Dollars ($2,500.00).

* And the provisions of said notes with respect to default are incorporated herein as if fully set forth.

FILED

1962 MAR -9 PM 2:10

PETITIONER'S EXHIBIT No. 1

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in New York City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

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

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar ($1.00), the said Five Ninety Two Easton Corporation does grant and convey unto Commercial Trading Company, Inc., its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County in the State of Maryland, and described as follows, to wit:

ALL that piece and parcel of land situate in the Second Election, District of Anne Arundel County and described as follows:

BEGINNING for the same at a post and stone set at the end of the sixth line of lot No. 2, allotted to Vacel C. Dorsey, and running reverse to the 22nd line of lot No. 1; running north 21 degrees 51 minutes 0 seconds West 985.34 feet to a stone; thence north 40 degrees 36 minutes 40 seconds west crossing Epping Forest Road 1326.60 feet to an iron pipe; thence north 40 degrees 08 minutes 20 seconds East 231.0 feet to another iron pipe; thence north 23 degrees 30 minutes 30 seconds West 1202.99 feet to the Hockley Branch Marshes; thence along same north 39 degrees 21 minutes 20 seconds East 115.50 feet to a point; thence north 7 degrees 36 minutes 20 seconds East 82.50 feet to an iron pipe; thence south 74 degrees 53 minutes 40 seconds East 1938.75 feet to a post; thence north 44 degrees 22 minutes 40 seconds East 52.40 feet to an iron pipe; thence south 42 degrees 39 minutes 20 seconds East 83.53 feet to a pipe in a post; thence north 49 degrees 28 minutes 50 seconds East 57.82 feet to an iron pipe; thence south 55 degrees 15 minutes 50 seconds East 2168.22 feet to a stone near the shore of Underwood Creek; thence the following 5 courses and distances: north 49 degrees 10 minutes 10 seconds East 128.78 feet; north 84 degrees 40 minutes 10 seconds East 128.78 feet; north 57 degrees 10 minutes 10 seconds East 64.39 feet; north 41 degrees 40 minutes 10 seconds East 64.39 feet; north 30 degrees 55 minutes 10 seconds East 160.97 feet to a point; thence south 40 degrees 04 minutes 50 seconds East crossing Underwood Creek 278.48 feet to a point near the easterly shore of said creek; thence south 22 degrees 40 minutes 10 seconds West 125.56 feet to a point; thence along a marsh the following 2 courses and distances: south 62 degrees 40 minutes 10 seconds West 1118.76 feet to a point; thence south 40 degrees 10 minutes 10 seconds West 209.26 feet to a point; thence south 8 degrees 10 minutes 10 seconds West 241.46 feet to a point; thence south 53 degrees 40 minutes 10 seconds West 225.36 feet to a point; thence south 14 degrees 40 minutes 10 seconds West 128.78 feet to a point; thence south 24 degrees 18 minutes 50 seconds

East 164.19 feet to a point; thence south 41 degrees 49 minutes 50 seconds East 193.17 feet to a point; thence south 18 degrees 25 minutes 10 seconds West 118.68 feet to a point; thence north 61 degrees 49 minutes 50 seconds West 882.13 feet to a point; thence north 36 degrees 49 minutes 50 seconds West 112.68 feet to an iron pipe; thence south 54 degrees 10 minutes 10 seconds West 972.27 feet to the stone at the point or place of beginning.

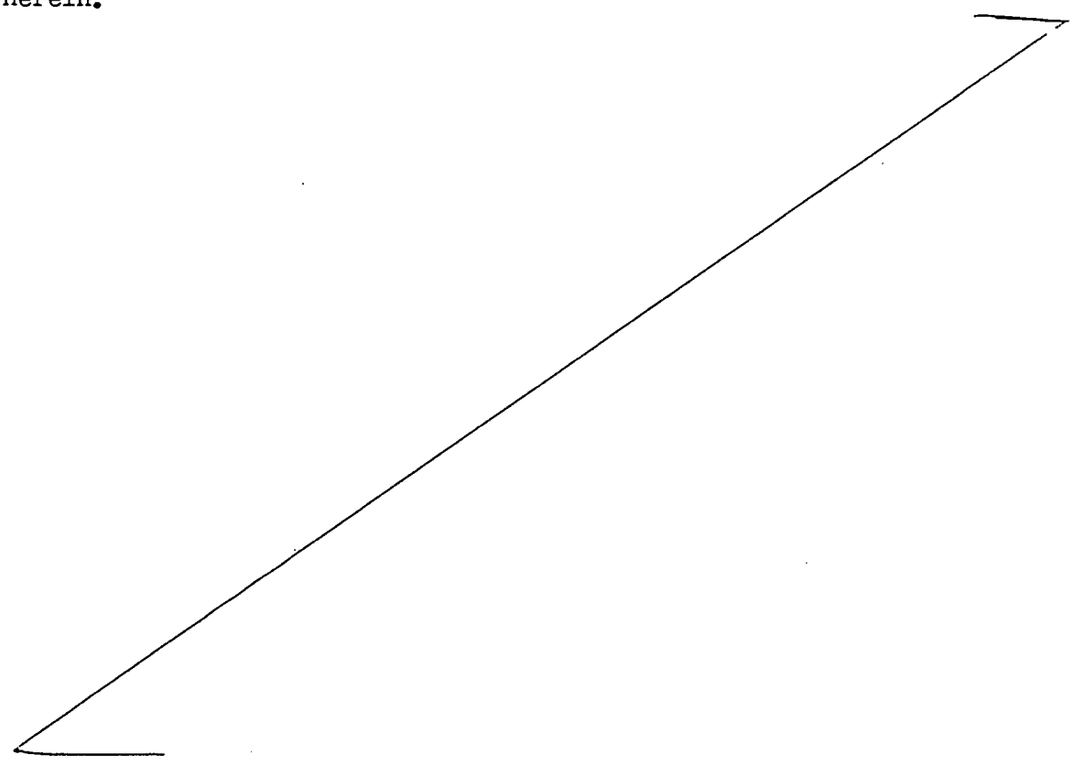
(Being the tract of land which was conveyed to Maud Agnes Myers, by deed from Sarah B. Temple, June 8, 1927, recorded in Liber F. S. R. No. 14, folio 291, afterwards conveyed to Charles F. Bonner of Goshen, Indiana, unmarried, October 30, 1939 and recorded November 9, 1939 in Liber J. H. H. No. 210, Folio 51; and reconveyed to the said Maud Agnes Myers by the said Charles E. Bonner, unmarried, November 2, 1939;)

EXCEPTING, however, from the above description that portion of the said tract which is divided from the main body of the said tract of land by the head waters of Underwood Creek and Cabin Branch, said excepted portion being described as follows:

BEGINNING for the same on the southernmost line of land of Sarah B. Temple and the northernmost line of the said Ripple and wife, at a point on the end of the said Ripple's wharf, and running thence with said line, in an easterly direction two hundred and fifty-three feet to a cedar post at the base of a hill on the water's edge; thence continuing the said line one hundred and thirty feet to a post on the top of a hill adjoining a blazed black oak tree; thence with the line of Sarah B. Temple leading to a holly tree ninety-eight feet to a cedar post at the base of a hill and on low water mark with the rights and privileges of the head waters of the creek in common with others; said excepted portion as above described being the tract conveyed by Sarah B. Temple, widow, to Henry S. Ripple and Elvira D. J. Ripple, his wife, as tenants by the entireties, by deed dated August 31, 1921, recorded September 1, 1921 in Liber W. N. W. No. 49, Folio 53, one of the Land Records of Anne Arundel County, Maryland.

BEING the same parcel of land which was conveyed to James W. McCrocklin by Harold C. Thorne, son, and Elizabeth C. Thorne, widow by deed dated 13th of August, 1959, this land was subsequently encumbered by a Deed of Trust by way of a second mortgage to Investors Service, Inc. on the 19th day of January, 1960. Said Deed of Trust was subsequently foreclosed on in Equity in the Circuit Court of Anne Arundel County, and after due process thereof, at public sale of same was purchased by the GRANTORS herein, as will more fully appear in said Equity procedure.

ALSO BEING and intended to be the identical tract of land which by deed of even date herewith, the same being intended to be recorded prior hereto from Investor Service Inc., a Maryland Corporation, to the mortgagors 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 of ground and premises unto and to the proper use and benefit of Commercial Trading Company, Inc., its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Five Ninety Two Easton Corporation, its successors and assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Hundred Six Thousand Six Hundred Dollars ($106,600.00), 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 its part to be performed, then this Mortgage shall be void.

AND the said Mortgagor hereby assents 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 hereby also authorizes the said Mortgagee, its successors or assigns, or Murray Rabinowitz, or the duly authorized Attorney or Agent of the said Mortgagee, its successors 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 and 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 to the Attorney 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 hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

AND it is agreed that, until default be made in the premises, the said party of the first part, its successors 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 party of the first part covenants to pay when legally payable.

AND the said party of the first part further covenants 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 Five Thousand Dollars ($5,000.00) , and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim hereunder.

WITNESS the corporate seal of Five Ninety Two Easton Corporation and the signature of its President.

ATTEST:

Gerald J. Olivola - Secretary

FIVE NINETY TWO EASTON CORPORATION

By James W. McCracklin - President

STATE OF NEW YORK, County of New York , ss:

I HEREBY CERTIFY, that on this 25 day of January in the year one thousand nine hundred and sixty-two before me, a Notary Public of the State of New York, in and for the County of New York aforesaid, personally appeared James W. McCracklin , President of Five Ninety Two Easton Corporation, the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Gerald J. Olivola vice president of Commercial Trading Company Inc and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Seymour Lakin
Notary Public

SEYMOUR LAKIN
Notary Public, State of New York
No. 31-2[illegible]
Qualified in [illegible] County
Commission Expires March 30, [illegible]

11 cc

Rec'd for record Jan. 30, 1962 at 11:35 A.M.
Mailed to Home Title Guaranty Co.

6

STATEMENT OF MORTGA CLAIM

LIBER 140 PAGE 444
IN THE

COMMERCIAL TRADING COMPANY, INC.

vs.

FIVE NINETY TWO EASTON CORPORATION

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

No. 14,879 Eq.

STATEMENT OF MORTGAGE DEBT

Date of Mortgage - January 25, 1962

Principal Amount - $106,600.00

Amount of Mortgage Indebtedness	$106,600.00
Paid on Account	-0-
Balance Due	$106,600.00

Plus interest at the rate of 2%
per month from February 25, 1962

Commercial Trading Company
by Lester E. Grossman

STATE OF New York, CITY OF New York Sct.

I HEREBY CERTIFY, That on this 8th 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 of Baltimore, personally appeared Lester E. Grossman, president of Commercial Trading Company, Inc.

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

As witness my hand and Notarial Seal,

Mildred Korland
Notary Public.

MILDRED KORLAND
NOTARY PUBLIC, State of New York
No. 24-2179125
Qualified in Kings County
Commission Expires March 30, 1963

FILED
1962 MAR -9 PM 2:10

7

DECREE FOR SALE OF MORTGAGE PREMISES

COMMERCIAL TRADING COMPANY, INC.

vs.

FIVE NINETY TWO EASTON CORPORATION

IN THE LIBER 140 PAGE 445

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

No. 14879 Eq.

March TERM, 19 62

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** ..... day of March, in the year nineteen hundred and sixty two, by the Circuit Court of ~~Baltimore City~~ Anne Arundel Cty **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 Irving F. Cohn be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $10,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third~~ cash, the balance in ~~six and twelve months~~ [or all cash as the purchaser may elect], ~~the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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 personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew A. Tamm

FILED

1962 MAR 12 PM 12:26

TRUSTEE TO SELL

IN THE CIRCUIT COURT XXX FOR ANNE ARUNDEL COUNTY, MARYLAND

STATE OF MARYLAND

LIBER 11 PAGE 286

14 8 79

LIBER 140 PAGE 446

COMMERCIAL TRADING COMPANY, INC.
c/o Murray Rabinowitz
475 5th Ave.
New York, New York

versus

FIVE NINETY TWO EASTON CORPORATION
a New York Corporation
Annapolis, Maryland

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Irving F. Cohn, 326 St. Paul Place, Baltimore 2, Maryland as Principal, and tbe National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One hundred thousand - Dollars ($ 100,000.00) 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 eacb of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated tbis 21st day of March in the year of our Lord one thousand, nine hundred and sixty-two

WHEREAS THE ABOVE BOUNDEN Irving F. Cohn

by virtue of a decree of the Honorable the Judge of the Circuit Court of for Anne Arundel County, Maryland bas been appointed trustee to sell certain property mentioned in the proceedings in the case of

COMMERCIAL TRADING COMPANY, INC.

versus

FIVE NINETY TWO EASTON CORPORATION

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Irving F. Cohn do and sball well and faithfully perform the trust reposed in him by said decree, or that may be reposed inhim by any future decree or order in the premises, then tbe above obligation to be void; otherwise to be and remain in full force and virtue in law.

Sally C. Goldberg

Irving F. Cohn (SEAL)

(SEAL)

(SEAL)

Bond approved this 27 day of March 1962

George T. Cromwell, Clerk

FILED

1962 MAR 27 PM 2:47

NATIONAL SURETY CORPORATION

By C. O. Gray

C. O. Gray

9

BURKE, GERBER & WILEN
Solicitors
IRVING F. COHN, Solr.
326 St. Paul Place
Baltimore, Md.

Trustee's Sale

PRIME FEE SIMPLE DEVELOPMENT LAND CONTAINING 168 ACRES, MORE OR LESS, SITUATED ON Epping Forest Rd. (2600 Ft. N. OF GENERALS HIGHWAYS — ROUTE 178) 2ND ELECTION DISTRICT A. A. CO., MD.

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction, on the premises, on

Tues., April 17, 1962 at 2:00 O'Clock P. M.

ALL that piece or parcel of ground situate in the 2nd Election District of Anne Arundel County and described as follows:

BEGINNING for the same at a post and stene set at the end of the sixth line of lot No. 2, allotted to Vacel C. Dorsey, and running reverse to the 22nd line of lot No. 1; running north 21 degrees 51 minutes 0 seconds West 935.34 feet to a stone; thence north 40 degrees 36 minutes 40 seconds west crossing Epping Forest Road 1326.60 feet to an iron pipe; thence north 40 degrees 08 minutes 20 seconds East 231.0 feet to another iron pipe; theuce north 23 degrees 30 minutes 30 seconds West 1202.99 feet to the Hockley Branch Marshes; thence along same north 39 degrees 21 minutes 20 seconds East 115.50 feet to a point; thence north 7 degrees 36 minutes 20 seconds East 82.50 feet to an iron pipe; thence south 74 degrees 53 minutes 40 seconds East 1938.75 feet to a post; thence north 44 degrees 22 minutes 40 seconds East 52.40 feet to an iron pipe; thence south 42 degrees 39 minutes 20 seconds East 33.53 feet to a pipe in a post; thence north 49 degrees 28 minutes 50 seconds East 57.82 feet to an iron pipe; thence south 55 degrees 15 minutes 50 seconds East 2168.22 feet to a stone near the shore of Underwood Creek; thence the following 5 courses and distances: North 49 degrees 10 minutes 10 seconds East 128.78 feet; north 84 degrees 40 minutes 10 seconds East 128.78 feet; north 57 degrees 10 minutes 10 seconds East 64.39 feet; north 41 degrees 40 minutes 10 seconds East 64.39 feet; north 30 degrees 55 minutes 10 seconds East 160.97 feet to a point; thence south 40 degrees 04 minutes 50 seconds East crossing Underwood Creek 278.48 feet to a point near the easterly shore of said creek; thence south 22 degrees 40 minutes 10 seconds West 125.56 feet to a point; thence along a marsh the following 2 courses and distances: south 62 degrees 40 minutes 10 seconds West 1118.76 feet to a point; thence south 40 degrees 10 minutes 10 seconds West 209.26 feet to a point; thence south 8 degrees 10 minutes 10 seconds West 241.46 feet to a point; thence south 53 degrees 40 minutes 10 seconds West 825.36 feet to a point; thence south 14 degrees 40 minutes 10 seconds West 128.78 feet to a point; thence south 24 degrees 18 minutes 50 seconds East 164.19 feet to a point; thence south 41 degrees 49 minutes 50 seconds East 193.17 feet to a point thence south 18 degrees 25 minutes 10 seconds West 118.68 feet to a point; thence north 61 degrees 49 minutes 50 seconds West 882.13 feet to a point; thence north 36 degrees 49 minutes 50 seconds West 112.68 feet to an iron pipe; thence south 54 degrees 10 minutes 10 seconds West 972.27 feet to the stone at the point or place of beginning.

(Being the tract of land which was conveyed to Maud Agnes Myers, by deed from Sarah B. Temple, June 8, 1927, recorded in Liber F.S. R. No. 14, folio 291,

9A N

OFFICE F

FILED 1962 APR 19 11 1:20

FILED 1410 PAGE 446 A

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

Trustee's Sale
Epping Forest Road
(2600 Ft. N. of Generals
Highway - Route 178)

was published in 14879 Equity

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.

By Hazel Tilghman

afterwards conveyed to Charles F. Bonner of Goshen, Indiana, unmarried, October 30, 1939 and recorded November 9, 1939 in Liber J.H.H. No. 210, Folio 51; and reconveyed to the said Maud Agnes Myers by the said Charles E. Bonner, unmarried, November 2, 1939;)

EXCEPTING, however, from the above description that portion of the said tract which is divided from the main body of the said, tract of land by the waters of Underwood Creek and Cabin Branch, said excepted portion being described as follows:

BEGINNING for the same on the southernmost line of land of Sarah B. Temple and the northernmost line of the said Ripple and wife, at a point on the end of the said Ripple's wharf, and running thence with said line, in an easterly direction two hundred and fifty-three feet to a cedar post at the base of a hill on the water's edge; thence continuing the said line one hundred and thirty feet to a post on the top of hill adjoining a blazed black oak tree; thence with the line of Sarah B. Temple leading to a holly tree ninety-eight feet to a cedar post at the base of a hill and on low water mark with the rights and privileges of the head waters of the creek in common with others; said exeepted portion as above described being the tract conveyed by Sarah B. Temple, widow, to Henry S. Ripple and Elvira D. J. Ripple, his wife, as tenants by the entireties, by deed dated August 31, 1921, recorded September 1, 1921 in Liber W. N. W. No. 49, Folio 53, one of the Land Records of Anne Arundel County, Maryland.

BEING the same parcel of land which was conveyed to James W. McCroeklin by Harold C. Thorne, son, and Elizabeth C. Thorne, widow, by deed dated 13th of August, 1959. this land was subsequently encumbered by a Deed of Trust by way of a second mortgage to Investors Service, Inc. on the 19th day of January, 1960. Said Deed of Trust was subsequently foreclosed on in Equity in the Circuit Court of Anne Arundel County, and after due process thereof, at public sale of same was purchased by the GRANTORS herein, as will more fully appear in said Equity procedure.

ALSO BEING and intended to be the identical tract of land which by deed of even date herewith, the same being intended to be recorded prior hereto from Investor Service Inc., a Maryland Corporation, to the mortgagors herein.

TERMS OF SALE: A deposit of $10,000.00 will be required at time of sale. Balance in cash upon ratification of sale by the Circuit Court of Anne Arundel County. Interest to be paid on unpaid purchase money from day of sale to day of settlement. Taxes, water rent, and all other public charges to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

DIRECTIONS FROM BALTIMORE: Baltimore Beltway to Route 301, to Generals Highway (Route 178 at Dorr's Corner); turn left approx. 7.4 miles to Epping Forest Road. Turn left 6/10 mile to property.

IRVING F. COHN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440 A-12

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY 14, 879

LIBER 140 PAGE 447

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 17th day of April, 1962 sold the parcel of ground described in the attached advertisement of sale, at and for the sum of Forty-Thousand ($40,000.00) DOLLARS to COMMERCIAL Trading Co, Inc

BEING AT THAT figure the highest bidder therefor, and I further certify that THE SALE WAS fairly made.

A. J. BILLIG & CO., AUCTIONEER,
By [signature]

PURCHASER'S AGREEMENT

We hereby certify that we have on this 17th day of April, 1962, purchased the property described in the attached advertisement of sale from Irving F. Cohn, Trustee, at and for the sum of Forty Thousand ($40,000.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Commercial Trading Company Inc
[signature]
Purchasers

TEST: [signature]

1962 MAY-1 [illegible]

10

BURKE, GERBER & WILEN
Solicitors
IRVING F. COHN, Solicitor
326 St. Paul Place
Baltimore, Md.

Trustee's Sale

PRIME FEE SIMPLE DEVELOPMENT LAND CONTAINING 168 ACRES, MORE OR LESS, SITUATED ON Epping Forest Rd. (2600 Ft. N. OF GENERALS HIGHWAYS — ROUTE 178) 2ND ELECTION DISTRICT A. A. CO., MD.

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction, on the premises, on

Tues., April 17, 1962 at 2:00 O'Clock P. M.

ALL that piece or parcel of ground situate in the 2nd Election District of Anne Arundel County and described as follows:

BEGINNING for the same at a post and stone set at the end of the sixth line of lot No. 2, allotted to Vacel C. Dorsey, and running reverse to the 22nd line of lot No. 1; running north 21 degrees 51 minutes 0 seconds West 985.34 feet to a stone; thence north 40 degrees 36 minutes 40 seconds west crossing Epping Forest Road 1326.60 feet to an iron pipe; thence north 40 degrees 08 minutes 20 seconds East 231.0 feet to another iron pipe; thence north 23 degrees 30 minutes 30 seconds West 1202.99 feet to the Hockley Branch Marshes; thence along same north 39 degrees 21 minutes 20 seconds East 115.50 feet to a point; thence north 7 degrees 36 minutes 20 seconds East 82.50 feet to an iron pipe; thence south 74 degrees 53 minutes 40 seconds East 1938.75 feet to a post; thence north 44 degrees 22 minutes 40 seconds East 52.40 feet to an iron pipe; thence south 42 degrees 39 minutes 20 seconds East 83.53 feet to a pipe in a post; thence north 49 degrees 28 minutes 50 seconds East 57.82 feet to an iron pipe; thence south 55 degrees 15 minutes 50 seconds East 2168.22 feet to a stone near the shore of Underwood Creek; thence the following 5 courses and distances: North 49 degrees 10 minutes 10 seconds East 128.78 feet; north 84 degrees 40 minutes 10 seconds East 128.78 feet; north 57 degrees 10 minutes 10 seconds East 64.39 feet; north 41 degrees 40 minutes 10 seconds East 64.39 feet; north 30 degrees 55 minutes 10 seconds East 160.97 feet to a point; thence south 40 degrees 04 minutes 50 seconds East crossing Underwood Creek 278.48 feet to a point near the easterly shore of said creek; thence south 22 degrees 40 minutes 10 seconds West 125.56 feet to a point; thence along a marsh the following 2 courses and distances: south 62 degrees 40 minutes 10 seconds West 1118.76 feet to a point; thence south 40 degrees 10 minutes 10 seconds West 209.26 feet to a point; thence south 8 degrees 10 minutes 10 seconds West 241.46 feet to a point; thence south 53 degrees 40 minutes 10 seconds West 225.36 feet to a point; thence south 14 degrees 40 minutes 10 seconds West 128.78 feet to a point; thence south 24 degrees 18 minutes 50 seconds East 164.19 feet to a point; thence south 41 degrees 49 minutes 50 seconds East 193.17 feet to a point thence south 18 degrees 25 minutes 10 seconds West 118.68 feet to a point; thence north 61 degrees 49 minutes 50 seconds West 882.13 feet to a point; thence north 36 degrees 49 minutes 50 seconds West 112.68 feet to an iron pipe; thence south 54 degrees 10 minutes 10 seconds West 972.27 feet to the stone at the point or place of beginning.

(Being the tract of land which was conveyed to Maud Agnes Myers, by deed from Sarah B. Temple, June 8, 1927, recorded in Liber S. R. No. 14, folio 291,

afterwards conveyed to Charles F. Bonner of Goshen, Indiana, unmarried, October 30, 1939 and recorded November 9, 1939 in Liber J.H.H. No. 210, Folio 51; and reconveyed to the said Maud Agnes Myers by the said Charles E. Bonner, unmarried, November 2, 1939;)

EXCEPTING, however, from the above description that portion of the said tract which is divided from the main body of the said tract of land by the head waters of Underwood Creek and Cabin Branch, said excepted portion being described as follows:

BEGINNING for the same on the southernmost line of land of Sarah B. Temple and the northernmost line of the said Ripple and wife, at a point on the end of the said Ripple's wharf, and running thence with said line, in an easterly direction two hundred and fifty-three feet to a cedar post at the base of a hill on the water's edge; thence continuing the said line one hundred and thirty feet to a post on the top of hill adjoining a blazed black oak tree; thence with the line of Sarah B. Temple leading to a holly tree ninety-eight feet to a cedar post at the base of a hill and on low water mark with the rights and privileges of the head waters of the creek in common with others; said excepted portion as above described being the tract conveyed by Sarah B. Temple, widow, to Henry S. Ripple and Elvira D. J. Ripple, his wife, as tenants by the entireties, by deed dated August 31, 1921, recorded September 1, 1921 in Liber W. N. W. No. 49, Folio 53, one of the Land Records of Anne Arundel County, Maryland.

BEING the same parcel of land which was conveyed to James W. McCrocklin by Harold C. Thorne, son, and Elizabeth C. Thorne, widow, by deed dated 13th of August, 1959, this land was subsequently encumbered by a Deed of Trust by way of a second mortgage to Investors Service, Inc. on the 19th day of January, 1960. Said Deed of Trust was subsequently foreclosed on In Equity in the Circuit Court of Anne Arundel County, and after due process thereof, at public sale of same was purchased by the GRANTORS herein, as will more fully appear in said Equity procedure.

ALSO BEING and intended to be the identical tract of land which by deed of even date herewith, the same being intended to be recorded prior hereto from Investor Service Inc., a Maryland Corporation, to the mortgagors herein.

TERMS OF SALE: A deposit of $10,000.00 will be required at time of sale. Balance in cash upon ratification of sale by the Circuit Court of Anne Arundel County. Interest to be paid on unpaid purchase money from day of sale to day of settlement. Taxes, water rent, and all other public charges to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser. DIRECTIONS FROM BALTIMORE: Baltimore Beltway to Route 301, to Generals Highway (Route 178 at Dorr's Corner); turn left approx. 7.4 miles to Epping Forest Road. Turn left 6/10 mile to property.

IRVING F. COHN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440 A-

BURKE, GERBER & WILEN
Solicitors
IRVING F. COHN, Solicitor
326 St. Paul Place
Baltimore, Md.

Trustee's Sale

PRIME FEE SIMPLE DEVELOPMENT LAND CONTAINING 168 ACRES, MORE OR LESS, SITUATED ON Epping Forest Rd. (2600 Ft. N. OF GENERALS HIGHWAYS — ROUTE 178) 2ND ELECTION DISTRICT A. A. CO., MD.

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction, on the premises, on

Tues., April 17, 1962 at 2:00 O'Clock P. M.

ALL that piece or parcel of ground situate in the 2nd Election District of Anne Arundel County and described as follows:

BEGINNING for the same at a post and stone set at the end of the sixth line of lot No. 2, allotted to Vacel C. Dorsey, and running reverse to the 22nd line of lot No. 1; running north 21 degrees 51 minutes 0 seconds West 985.34 feet to a stone; thence north 40 degrees 36 minutes 40 seconds west crossing Epping Forest Road 1326.60 feet to an iron pipe; thence north 40 degrees 08 minutes 20 seconds East 231.0 feet to another iron pipe; thence north 23 degrees 30 minutes 30 seconds West 1202.99 feet to the Hockley Branch Marshes; thence along same north 39 degrees 21 minutes 20 seconds East 115.50 feet to a point; thence north 7 degrees 36 minntes 20 seconds East 82.50 feet to an iron pipe; thence south 74 degrees 53 minutes 40 seconds East 1938.75 feet to a post; thence north 44 degrees 22 minutes 40 seconds East 52.40 feet to an iron pipe; thence south 42 degrees 39 minutes 20 seconds East 83.53 feet to a pipe in a post; thence north 49 degrees 28 minutes 50 seconds East 57.82 feet to an iron pipe; thence south 55 degrees 15 minutes 50 seconds East 2168.22 feet to a stone near the shore of Underwood Creek; thence the following 5 courses and distances: North 49 degrees 10 minutes 10 seconds East 128.78 feet; north 84 degrees 40 minutes 10 seconds East 128.78 feet; north 57 degrees 10 minutes 10 seconds East 64.39 feet; north 41 degrees 40 minutes 10 seconds East 64.39 feet; north 30 degrees 55 minutes 10 seconds East 160.97 feet to a point; thence south 40 degrees 04 minutes 50 seconds East crossing Underwood Creek 278.48 feet to a point near the easterly shore of said creek; thence south 22 degrees 40 minutes 10 seconds West 125.56 feet to a point; thence along a marsh the following 2 courses and distances: south 62 degrees 40 minutes 10 seconds West 1118.76 feet to a point; thence south 40 degrees 10 minutes 10 seconds West 209.26 feet to a point; thence south 8 degrees 10 minutes 10 seconds West 241.46 feet to a point; thence south 53 degrees 40 minutes 10 seconds West 225.36 feet to a point; thence sonth 14 degrees 40 minutes 10 seconds West 128.78 feet to a point; thence south 24 degrees 18 minutes 50 seconds East 164.19 feet to a point; thence south 41 degrees 49 minutes 50 seconds East 193.17 feet to a point thence south 18 degrees 25 minutes 10 seconds West 118.68 feet to a point; thence north 61 degrees 49 minutes 50 seconds West 882.13 feet to a point; thence north 36 degrees 49 minutes 50 seconds West 112.68 feet to an iron pipe; thence south 54 degrees 10 minutes 10 seconds West 972.27 feet to the stone at the point or place of beginning.

(Being the tract of land which was conveyed to Maud Agnes Myers, by deed from Sarah B. Temple, June 8, 1927, recorded in Liber F.S. R. No. 14, folio 291, afterwards conveyed to Charles F. Bonner of Goshen, Indiana, unmarried, October 30, 1939 and recorded November 9, 1939 in Liber J.H.H. No. 210, Folio 51; and reconveyed to the said Maud Agnes Myers by the said Charles E. Bonner, unmarried, November 2, 1939;)

EXCEPTING, however, from the above description that portion of the said tract which is divided from the main body of the said tract of land by the head waters of Underwood Creek and Cabin Branch, said excepted portion being described as follows:

BEGINNING for the same on the southernmost line of land of Sarah B. Temple and the northernmost line of the said Ripple and wife, at a point on the end of the said Ripple's wharf, and running thence with said line, in an easterly direction two hundred and fifty-three feet to a cedar post at the base of a hill on the water's edge; thence continuing the said line one hundred and thirty feet to a post on the top of hill adjoining a blazed black oak tree; thence with the line of Sarah B. Temple leading to a holly tree ninety-eight feet to a cedar post at the base of a hill and on low water mark with the rights and privileges of the head waters of the creek in common with others; said excepted portion as above described being the tract conveyed by Sarah B. Temple, widow, to Henry S. Ripple and Elvira D. J. Ripple, his wife, as tenants by the entireties, by deed dated August 31, 1921, recorded September 1, 1921 in Liber W. N. W. No. 49, Folio 53, one of the Land Records of Anne Arundel County, Maryland.

BEING the same parcel of land which was conveyed to James W. McCrocklin by Harold C. Thorne, son, and Elizabeth C. Thorne, widow, by deed dated 13th of August, 1959, this land was subsequently encumbered by a Deed of Trust by way of a second mortgage to Investors Service, Inc. on the 19th day of January, 1960. Said Deed of Trust was subsequently foreclosed on in Equity in the Circuit Court of Anne Arundel County, and after due process thereof, at public sale of same was purchased by the GRANTORS herein, as will more fully appear in said Equity procedure.

ALSO BEING and intended to be the identical tract of land which by deed of even date herewith, the same being intended to be recorded prior hereto from Investor Service Inc., a Maryland Corporation, to the mortgagors herein.

TERMS OF SALE: A deposit of $10,000.00 will be required at time of sale. Balance in cash upon ratification of sale by the Circuit Court of Anne Arundel County. Interest to be paid on unpaid purchase money from day of sale to day of settlement. Taxes, water rent, and all other public charges to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

DIRECTIONS: Ritchie Highway to Crain Highway (Maryland Route 3). Continue approx. 3 miles to Generals Highway (Route 178 at Dorr's Corner), turn left approx. 4 miles to Epping Forest Rd. Turn right 2600 ft. to property.

IRVING F. COHN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440 A-12

LIBER 140 PAGE 450

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

LIBER 140 PAGE 451

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD., April 17 1962

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY [signature]

Jennie F. Jacobs
Notary Public

FILED
1962 MAY -1 AM 9:36

12

OFFICE PHONE: PLAZA 2-8440 ALL CLAIMS MUST BE MADE WITHIN 24 HOURS A. J. BILLIG, PRESIDENT

BALTIMORE 2, MD. April 17, 19 62

Irving F. Cohn, Trustee, LIBER 140 PAGE 452

326 St. Paul Place

TO A. J. BILLIG & COMPANY, DR.

Stocks, Bonds, Real Estate, Household Effects, Automobiles, Appraisers, Etc.

General Auctioneers

OFFICE: 16 EAST FAYETTE STREET

Sale Price- 161 Acres of land, situated on Epping Forest Rd., 2nd Elec. Dis., A.A.Co.		$40,000 00
Purchaser- Commercial Trading Company, Inc.		
Commission	$250 00	
Sun Adv.	196 30	
Record Adv.	51 04	
Md. Gazette Adv.	166 24	
J.R.McCrone, Jr., Plat	30 00	
Notary fees-Affi.	1 00	
Comm., Adv., etc.	$694 58	

FILED

1962 MAY-1 AM 9:35

13

LIBER 140 PAGE 453

STATE OF MARYLAND, Baltimore County, Sct.:

I HEREBY CERTIFY, That on this 17th DAY OF April 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County AFORESAID, personally appeared LESTER E. Grossman, PRES. Dent Of Commercial Trading Co. Inc, 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 real estate mentioned in the said Report of Sale.

Commercial Trading Company Inc
by Lester E. Grossman Pres.
Purchaser

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 May-1 AM 9:33

14

LIBER 140 PAGE 454

COMMERCIAL TRADING COMPANY, INC.	:	IN THE
vs.	:	CIRCUIT COURT
FIVE NINETY TWO EASTON CORPORATION	:	FOR
	:	ANNE ARUNDEL COUNTY
: : : : : : : : :		No. 14,879

REPORT OF SALE

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

The Report of Sale of Irving F. Cohn, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple property located on Epping Forest Road in the Second Election District of Anne Arundel County in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette on March 22, 1962, March 29, 1962, April 5, 1962, and April 12, 1962, a weekly newspaper published on Thursday of each week in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday, the 17th day of April, 1962, at 2:00 o'clock P.M. attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement which is prayed to be made a part of this Report of Sale unto Commercial Trading Company, Inc. for Forty Thousand Dollars ($40,000.00) which is the highest amount bid for the property.

Irving F. Cohn

Irving F. Cohn, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 30 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 Irving F. Cohn, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED
1962 MAY 1 PM 9:35

15

ORDER NISI

COMMERCIAL TRADING COMPANY, INC.

versus

FIVE NINETY TWO EASTON CORPORATION

LIBER 140 PAGE 455

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,879 Equity

Ordered, this 1st day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by IRVING F. COHN, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of June next.

The report states that the amount of sale was $ 40,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

IRVING F. COHN, Trustee "Md. Gazette" (For May 10th Edition)

(Final Order)

COMMERCIAL TRADING COMPANY, INC.

versus

FIVE NENETY TWO EASTON CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of June, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1962 JUN 12 PM 3:03

19

LIBER 140 PAGE 456

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,879 EQUITY
Commercial Trading Company, Inc.

versus

FIVE NINETY TWO EASTON CORPORATION

Ordered, this 1st day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by IRVING F. COHN, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of June next.

The report states that the amount of sale was $40,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-31

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,879 Five Ninety Two Easton 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 11th day of June, 1962 The first insertion being made the 10th day of May, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

F

No. M. G. 28392

17

COMMERCIAL TRADING COMPANY, INC.	:	IN THE CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY
FIVE NINETY TWO EASTON CORPORATION	:	Case No. 14879 Docket 20 Page 154

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Irving F. Cohn, Trustee, respectfully represents:

1. That he was appointed Trustee of the foreclosure proceedings against Five Ninety Two Easton Corporation by Order of this Court on March 11, 1962.

2. A bond was issued to the State of Maryland, executed by the Trustee and National Surety Corporation in the penalty of One Hundred Thousand Dollars ($100,000.00) conditioned for the faithful performance of the trust reposed in the Trustee or to be reposed in the Trustee by any future decree or order in the premises, which bond was duly approved by this Honorable Court.

3. Notice of the sale of the fee simple property in the said cause was given by advertisement in the Maryland Gazette for more than three (3) successive weeks preceding the day of sale.

4. The Trustee, pursuant to said notice, on Tuesday, April 17, 1962, at 2:00 o'clock P.M. attended upon the premises and then and there sold the fee simple property for Forty Thousand Dollars ($40,000.00) to the highest bidder attending the sale, which sale was subsequently ratified and confirmed by this Court.

NOW, THEREFORE, THIS PETITIONER PRAYS that an Order be issued reducing the amount of the bond issued to the State of Maryland in the penalty of One Hundred Thousand Dollars ($100,000.00) to a bond in the penalty of Forty Thousand Dollars ($40,000.00).

AND AS IN DUTY BOUND, ETC.

Irving F. Cohn, Trustee

FILED

1962 JUL -5 AM 9:59

18

LIBER 140 PAGE 458

COMMERCIAL TRADING COMPANY, INC.	:	IN THE CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY Case No. 14879 Docket 20 Page 154
FIVE NINETY TWO EASTON CORPORATION	:	

: : : : : : : : : : :

ORDER

It is, this 6th day of July, 1962, by the Circuit Court of Anne Arundel County, ORDERED that the bond issued to the State of Maryland, executed by Irving F. Cohn, Trustee, and National Surety Corporation, in the penalty of One Hundred Thousand Dollars ($100,000.00) be and it hereby is reduced to the penalty of Forty Thousand Dollars ($40,000.00) conditioned for the faithful performance of the trust reposed in Irving F. Cohn, Trustee, or to be reposed in Irving F. Cohn, Trustee, by any future decree or order of this Court.

O. Bruce Dunkelt

JUDGE

FILED

1962 JUL -6 PM 3:55

19

LIBER 140 PAGE 459

In the Case of

COMMERCIAL TRADING COMPANY, INC.

VS.

FIVE NINETY TWO EASTON CORPORATION

In the

Circuit Court

For

Anne Arundel County

No. 14,879 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 JUL 20 AM 10:33

All of which is respectfully submitted.

July 20, 1962

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of August, 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.

Eleanor G. Owings
Acting Clerk
Per: aej, deputy

FILED
1962 AUG -7 AM 10:03

20

Dr. Mortgaged Real Estate of Five Ninety Two Eastern Corporation

In Acct. with Irving F. Cohn, Trustee

Cr.

	By	Amount of Sale, as per Trustee's				
		Report of Sale filed	40,000	00		
	By	Interest on deferred payment 6% on				
		$30,000.00 from 4/17/62 to 6/13/62	280	00		
	By	Adjustment, 1962 real estate taxes,				
		5 months 17 days	671	34		
					40,951	34
	To	Trustee, for commission viz	1,085	60		
					1,085	60
	To	Trustee, for court costs, viz.				
		Plaintiff Solicitor, appearance fee	10	00		
		Clerk, court costs	31	25		
		Auditor, this account	22	50		
					63	75
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi- Sale	181	24		
		The A. S. Abell Co.- Advertising	196	30		
		Daily Record Company-Advertising	51	04		
		Fireman's Fund - bond	160	00		
		A. J. Billig & Co.- Auctioneer's fee	250	00		
		Burke, Gerber & Wilen- toll charges	10	72		
		J. F. McCrane, Jr.- plat	30	00		
		Notary fees	1	00		
					880	30
	To	Commercial Trading Company, Inc.,				
		Mortgagee, on account of Mortgage				
		claim			38,921	69
					40,951	34

Balance due on Mortgage as per Mortgage claim filed	106,600 00
Interest thereon, 6%, from 2/25/62 to 8/5/62	2,842 66
	109,442 66
Credit amount allowed above	38,921 69
This amount subject to decree in personam	70,520 97

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
DONALD A. RAVEY and	:	ANNE ARUNDEL COUNTY
EDNA M. RAVEY, his wife	:	NO. 4932 EQUITY

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

Mr. Clerk:

Please docket the above case and file the attached mortgage marked Plaintiff's Exhibit "A".

John H. Hopkins, IV, Assignee
15 School Street
Annapolis, Maryland
Tel: CO 3-3551

FILED
1962 APR -4 PM 2:46

MORTGAGE FEE—CITY OR COUNTY—Form 16.

Equity No. 14,932

BOOK 1345 PAGE 53 LIBER 140 PAGE 463

Second purchase money

THIS MORTGAGE, Made this 29th day of October

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

DONALD A. RAVEY and EDNA M. RAVEY, his wife,

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

ZANG AND SONS BUILDERS, INC. , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of TWENTY THREE HUNDRED NINETY SIX DOLLARS AND FIFTY THREE CENTS ($2,396.53), as evidence of which the said Mortgagors have this day passed to the said Mortgagee their promissory note for said sum, payable five years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of TWELVE DOLLARS AND FIFTY CENTS ($12.50) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthlyinstallment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed of even date herewith.

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

do grant and convey unto the said Mortgagee, its successors, ~~xhxirs~~ and assigns, in fee simple, all that lot lot or parcel of ground situate and lying in the First Election District, the County aforesaid, and described as follows, to wit:—~~Beginning for~~

KNOWN AND DESIGNATED as Lot No. 85 as shown on a plat of Steuart Level recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

BEING the same property conveyed to the within-named Mortgagors by the within-named Mortgagee by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County prior hereto.

Plaintiffs Exhibit "A"

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors, 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 Twenty-three Hundred Ninety-six Dollars & 53/100 ---------- 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 Mortgagors hereby also authorize the said Mortgagee, its successors, personal representatives, or assigns, or Wm. W. Townshend, Jr., 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 One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors, executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twenty-three Hundred Ninety-six Dollars & 53/100 ---------- 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 , its/successors, executors, administrators or assigns, to the extent of its lien or claim hereunder.

Witness the hand s and seal s of the said Mortgagors:

TEST:

Alice Gary
ALICE GARY

Donald A. Ravey [SEAL]
Donald A. Ravey

Edna M. Ravey [SEAL]
Edna M. Ravey

[SEAL]

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 29th day of October in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Donald A. Ravey and Edna M. Ravey, his wife,

the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Louis S. Zang, President of Zang and Sons Builders, Inc.,

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

Witness my hand and Notarial seal.

Rec'd for record Oct 30 1959 at 3:02 P.M.
Mailed to William W. Townshend, Jr.

Alice Gary
ALICE GARY Notary Public

1.50

4

LIBER 140 PAGE 466

FOR VALUE RECEIVED, we hereby assign the within mortgage and the debt secured thereby to William G. Nutwell.

WITNESS the name of Zang and Sons, Builders, Inc., by Louis S. Zang, its President, and its corporate seal hereunto affixed.

WITNESS:

Eldridge L. Zang

ZANG AND SONS, BUILDERS, INC.
By:

Louis S. Zang

WILLIAM W. TO[illegible]D, JR

Second purchase money
MORTGAGE
FROM
Donald A. Ravey and
Edna M. Ravey, his wife
TO
Zang and Sons Builders, Inc.

BLOCK NO.

Received for Record, 1953
at o'clock M. Same day recorded
in Liber No. Folio &c.,
Records of
and examined per
Cost of Record, $ 7.50, Clerk.

1955 OCT 3 PM 3:02
1345 FOLIO 53

The Daily Record Co., Baltimore, Md.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1960 FEB 27 AM 9:00
& RECORDED IN LIBER GTC
NO. 1345 FOLIO 56
GEO. T. CROMWELL, CLERK

FOR VALUE RECEIVED, I hereby assign the within mortgage to John H. Hopkins, IV, for purpose of foreclosure.

WITNESS my hand and seal this 13th day of March, 1962.

William G. Nutwell (SEAL)
William G. Nutwell.

Witness:

Katherine B. Vanous
Katherine B. Vanous

Filed in Equity Case # 14932

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1962 APR -4 PM 2:47
& RECORDED IN LIBER GTC
NO. 1345 FOLIO 56
GEO. T. CROMWELL, CLERK

5

LIBER 140 PAGE 467

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
DONALD A. RAVEY and	:	ANNE ARUNDEL COUNTY
EDNA M. RAVEY, his wife	:	NO. 14932 EQUITY

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

STATEMENT OF MORTGAGE CLAIM

Principal Debt	$ 2,396.53	
Interest to March 15, 1962	352.45	$ 2,748.98
Less Payments made		100.60
Balance		$ 2,648.38

William G. Nutwell
William G. Nutwell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16 day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above named, William G. Nutwell, and made oath in due form of law that the foregoing is a true statement of the amount due him to March 15, 1962, on Mortgage dated October 29, 1959, from Donald A. Ravey and Edna M. Ravey, his wife, and that he has not received any security or satisfaction thereof other than the Mortgage referred to.

WITNESS my hand and Notarial Seal.

Thomas R. Woodland
Notary Public

FILED
1962 APR -4 PM 2:46

IN THE MATTER OF	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
DONALD A. RAVEY and	:	ANNE ARUNDEL COUNTY
EDNA M. RAVEY, his wife	:	NO. 14932 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this Third day of April, 1962, before me, the subscriber, a Notary Public, in and for the County of Anne Arundel, personally appeared John H. Hopkins, IV, Assignee of Mortgage, and made oath in due form of law that Donald A. Ravey and Edna M. Ravey, his wife, against whom foreclosure proceedings were instituted, are not in the Military Service of the United States, or of any Nation with which the United States is allied, that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein and that the Affiant's sources of information were from private sources.

John H. Hopkins, IV, Affiant

Nicholas J. Fotos, Notary Public

FILED

1962 APR -4 PM 2:43

7

GLOBE INDEMNITY COMPANY

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

LIBER 140 PAGE 469

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

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 11 PAGE 316

Equity #14,932

Bond No.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV - - - - - as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000.00) - - - - - - - - - - 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 5th day of April , 19 62.

WHEREAS by virtue of a power of sale contained in a Mortgage from Donald A. Ravey and Edna M. Ravey, his wife to Zang and Sons Builders, Inc. - , bearing date on or about the 29th day of October 19 59 , the said John H. Hopkins, IV 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 John H. Hopkins, IV - - - - - - - - - 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.

John H. Hopkins, IV (SEAL)
John H. Hopkins, IV PRINCIPAL

WITNESS:

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

1962 APR 30 PM 2:53

GEORGE W. SCIBLE ..... LIBER. 140 PAGE 470 ..... AUCTIONEER

ASSIGNEE'S SALE

—OF VALUABLE—

Improved Real Estate

AT STEUART LEVEL, NEAR SOUTH RIVER

By virtue of the power of sale contained in a Second Purchase Money Mortgage, dated October 29, 1959, from Donald A. Ravey and Edna M. Ravey, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 53, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

Tuesday, May 1, 1962

AT 11 O'CLOCK, A.M.

the following property:

All that lot of land known and designated as Lot No. 85, as shown on a Plat of Steuart Level and recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 25.

BEING the same property conveyed to Donald A. Ravey and Edna M. Ravey, his wife, by deed dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 47.

IMPROVED by a frame dwelling, approximately five (5) years old, with hot water baseboard oil fired heat, ceramic tile bath, plastered walls, insulated ceiling, situated on large lot.

TERMS OF SALE: This property is sold subject to a First Mortgage to the United Federal Savings and Loan Association of Glen Burnie, Maryland. A deposit of FIVE HUNDRED DOLLARS ($500.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale.

FOR further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV
Assignee of Mortgage
15 School Street
Annapolis, Maryland
Tel. Colonial 3-3551

FILED
1962 MAY -1 PM 3:50

PURCHASER'S AGREEMENT

I hereby certify that I have this 1st day of May, 1962, purchased the property mentioned in these proceedings from John H. Hopkins, IV, Assignee, for the sum of One Thousand Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

George M. Nutwell — William G. Nutwell (SEAL)
George M. Nutwell — William G. Nutwell, Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 1st day of May, 1962, sold the property mentioned in these proceedings to William G. Nutwell for the sum of One Thousand Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

Milton Finkelstein — George W. Scible (SEAL)
Milton Finkelstein — George W. Scible, Auctioneer

FILED

1962 MAY -1 PM 3:50

10

GEORGE W. SCIBLE ..... LIBER 140 PAGE 472 ..... AUCTIONEER

ASSIGNEE'S SALE

—OF VALUABLE—

Improved Real Estate

AT STEUART LEVEL, NEAR SOUTH RIVER

By virtue of the power of sale contained in a Second Purchase Money Mortgage, dated October 29, 1959, from Donald A. Ravey and Edna M. Ravey, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 53, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

Tuesday, May 1, 1962

AT 11 O'CLOCK, A.M.

the following property:

All that lot of land known and designated as Lot No. 85, as shown on a Plat of Steuart Level and recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 25.

BEING the same property conveyed to Donald A. Ravey and Edna M. Ravey, his wife, by deed dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 47.

IMPROVED by a frame dwelling, approximately five (5) years old, with hot water baseboard oil fired heat, ceramic tile bath, plastered walls, insulated ceiling, situated on large lot.

TERMS OF SALE: This property is sold subject to a First Mortgage to the United Federal Savings and Loan Association of Glen Burnie, Maryland. A deposit of FIVE HUNDRED DOLLARS ($500.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale.

FOR further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV
Assignee of Mortgage
15 School Street
Annapolis, Maryland
Tel. Colonial 3-3551

FILED
1962 MAY -1 PM 3:50

AGREEMENT AND AFFIDAVIT OF PURCHASER LIBER 140 PAGE 473

STATE OF MARYLAND)
ANNE ARUNDEL COUNTY) ss:

I HEREBY CERTIFY, that on this 1st day of May, 1962, before me, the subscriber, a Notary Public in and for the State of Maryland and the County aforesaid, personally appeared William G. Nutwell

Who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on the reverse side hereof, as and for the sum of $1,000 00, and agree to comply with the terms of sale as set forth in the advertisement of sale and handbill.

2. The he is not an agent acting for anyone but has purchased the same as principal.

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

WITNESS my hand and Notarial Seal.

William G. Nutwell (SEAL)
William G. Nutwell, Purchaser

Nan Edith Hatch
Nan Edith Hatch, Notary Public

FILED
1962 MAY -1 PM 3:50

12

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
DONALD A. RAVEY and	:	ANNE ARUNDEL COUNTY
EDNA M. RAVEY, his wife	:	NO. 14,932 EQUITY

: :

REPORT OF SALE

OF

MORTGAGED REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Assignee, respectfully shows:

1. That whereas by virtue of a power of sale contained in a Second Purchase Money Mortgage dated October 29, 1959, from Donald A. Ravey and Edna M. Ravey, his wife, and filed in No. 14,932 Equity, in the Circuit Court for Anne Arundel County, said Mortgage being in default, the said John H. Hopkins, IV, Assignee, in pursuance of the power and authority vested in him by said Mortgage, having given bond as security for the faithful performance of his trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County for (3) successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Mortgage and as required by law, did by virtue of said power of sale and pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, May 1, 1962, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Assignee offered at public sale to the highest bidder the property mentioned in said Mortgage, subject to a first mortgage to the United Federal Savings and Loan Association at Glen Burnie, Maryland, and being more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 85 as shown on a plat of Steuart Level and recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

FILED

1962 MAY -1 PM 3:50

13

BEING the same property conveyed to said Mortgagors by deed dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 47.

And the said Assignee sold the above described property to William G. Nutwell, for the sum of One Thousand Dollars ($1,000.00), he being the highest bidder therefor, and said purchaser having complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of May, 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, Assignee, and made oath in due form of law that the matters and things set forth therein 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.

Nicholas J. Fotos, Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF DONALD A. RAVEY

and EDNA M. RAVEY, his wife

versus

LIBER 140 PAGE 476

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,932 Equity

Ordered, this 1st day of May, 19 62, That the sale of the property in these proceedings mentioned made and reported by JOHN H. HOPKINS, IV. Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of June next.

The report states that the amount of sale was $ 1,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

JOHN H. HOPKINS, IV, Assignee "Evening Capital" (For May 5th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF DONALD A. RAVEY

and EDNA M. RAVEY, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of June, 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. Brooke Duckett

JUDGE.

1962 JUN 15 PM 10:10

15

Legal Notice

Assignee's Sale

OF VALUABLE IMPPROVED REAL ESTATE

AT STEUART LEVEL, NEAR SOUTH RIVER

By virtue of the power of sale contained in a Second Purchase Money Mortgage, dated October 29, 1959, from Donald A. Ravey and Edna M. Ravey, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 53, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, MAY 1st, 1962 at 11 O'clock A.M.

the following property:

All that lot of land known and designated as Lot No. 85, as shown on a Plat of Steuart Level and recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 25.

BEING the same property conveyed to Donald A. Ravey and Edna M. Ravey, his wife, by deed dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345, folio 47.

IMPROVED by a frame dwelling, approximately five (5) years old, with hot water baseboard oil fired heat, ceramic tile bath, plastered walls, insulated ceiling, situated on large lot.

TERMS OF SALE: This property is sold subject to a First Mortgage to the United Federal Savings and Loan Association of Glen Burnie, Maryland. A deposit of FIVE HUNDRED DOLLARS ($500.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale.

FOR further particulars, inquire of the undersigned.

John H. Hopkins, IV
Assignee of Mortgage
15 School Street
Annapolis, Maryland
Tel. Colonial 3-3551

GEORGE W. SCIBLE,
Auctioneer.

A-27

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 140 PAGE 477

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1962

We hereby certify, that the annexed

Assignee's Sale 14,932

Donald A. Ravey

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 1st day of May, 1962. The first insertion being made the 6th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 MAY -8

By: Hazel Tilghman

LIBER 140 PAGE 478

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,932 EQUITY

In the Matter of the Mortgaged Real Estate of
DONALD A. RAVEY
and **EDNA M. RAVEY**, his wife

Ordered, this 1st day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN H. HOPKINS, IV Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of June next.

The report states that the amount of sale was $1,000.00.

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

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,932

Donald A. Ravey

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of June, 1962. The first insertion being made the 5th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By _____

FILED
1962 JUN 13 AM 10:30

No. E. C. 22227

17

LIBER 140 PAGE 479

In the Case of

The Mortgaged Real Estate of Donald A. Ravey and Edna M. Ravey, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,932 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 29, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th 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: ..... , deputy

FILED

1962 JUL 17 AM 9:27

18

Dr. Mortgaged Real Estate of Donald A. Ravey & Edna M. Ravey, his wife

In Acct. with John H. Hopkins, IV, Assignee

Cr.

	By	Amount of Sale, as per Assignee's Report of Sale, filed	1,000	00		
	By	Adjustment, 1962 taxes, 5/1/62 to 12/31/62	106	16		
					1,106	16
	To	Assignee, for fee, viz.	100	00		
	To	Assignee for commissions, viz.	58	00		
					158	00
	To	Assignee, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	22	50		
					60	50
	To	Assignee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Order Nisi- sale	74	52		
		Speer Publications, Inc.-handbills	14	57		
		Globe Indemnity Co.- bond	12	00		
		George W. Scible, Aucitoneer's fee	35	00		
		Clerk, recording assignment of Mtg.	1	00		
		½ Federal & State Revenue stamps	1	65		
					138	74
	To	William G. Nutwell, Mortgagee, on account of Mortgage claim			748	92
					1,106	16
		Balance due on Mortgage, as per Mortgage claim, filed	2,648	38		

		Interest on principal balance, 6%				
		on $2,295.93; 3/15/62 to 7/15/62		45	91	
				2,694	29	
		Credit amount allowed above		748	92	
		This amount subject to decree in				
		personam		1,945	37	

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

JOHN W. KENTON and

MERCEDA K. KENTON, his wife

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

Case No. 14983

Filed .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 21st day of September A.D. 1956 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 10,990.00 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.

THAT your petitioner files herewith an affidavit made by DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this petition.

THAT default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

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

And as in duty, &c.

William F. Podlich

William F. Podlich

.....

Attorney for Plaintiff

FILED

1962 MAY -7 AM 9:5[illegible]

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1068 PAGE 323

PETITIONER'S EXHIBIT NO. 1

LIBER 140 PAGE 483

This Mortgage, made this 21st day of September,

in the year one thousand nine hundred and fifty-six No. 14,983, between

JOHN W. KENTON and MERCEDA K. KENTON, his wife of

Anne Arundel County, in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JOHN W. KENTON and MERCEDA K. KENTON, his wife,

the sum of Ten Thousand Nine Hundred Ninety and 00/100 ($10,990.00)---------- 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 five & one-half (5½%) per cent per annum, in the manner following:

By the payment of Sixty-seven and 50/100 ($67.50)---------- dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

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.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOHN W. KENTON and MERCEDA K. KENTON, his wife,

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County,

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Two Hundred Sixteen (216), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39. SUBJECT, however, to an easement 5 feet wide along the northernmost line of said lot for traffic and utilities. The said northernmost line of said lot being the center line of a 10 foot easement, 1/2 of which lies in the lot of ground herein described and the remaining 1/2 of which lies in the lot of ground next adjacent thereto to the north. The improvements thereon being known as No. 1222 Cathedral Drive.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from THE DIXIE CORPORATION unto the Mortgagors herein.

FILED

1962 MAY -7 AM 9:51

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 mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight ($108.00) Dollars payable in even and equal half-yearly installments on the 17th days of January and July in each and every year.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

II. 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.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. 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(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. 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(s) 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(s) 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.

VI. 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(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. 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.

VIII. 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.

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

X. 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(s), who hereby agree(s) 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(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 William F. Podlich, 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 Thirty-five 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), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) 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 them 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(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, 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(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they 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.

WITNESS the hands and seals of said Mortgagors.

TEST:

Elsie Curtis

ELSIE CURTIS

John W. Kenton (SEAL)
(John W. Kenton)

Merceda K Kenton (SEAL)
(Merceda K. Kenton)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21st day of September in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN W. KENTON and MERCEDA K. KENTON, 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, JOHN L. FISHER, President of Aurora 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.

Elsie Curtis
ELSIE CURTIS Notary Public.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

My commission expires on May 6, 1957

Rec'd for record Oct 8 1956 at 9:02 AM.
Mailed to Podlich & Podlich

C (3)

MORTGAGE

FROM

JOHN W. KENTON and

MERCEDA K. KENTON, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record

19 at

Same day recorded in Liber No. folio of the Land Records of

Cost of Record $

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

REC'D FOR RECORD AND RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 OCT -8 AM 9:02
RECORDED & LIBER GTC No. 1068 FOLIO 333
Examined and examined & per
Geo. I. Gromwell, Clerk.

Property:
Lot No. 216, Section Four (4) of LEHIGH

Description approved a/c

Execution approved RJP

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

PETITIONER'S EXHIBIT NO. 2 ER 140 PAGE 487

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOHN W. KENTON and MERCEDA K. KENTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 14,983

Filed .....

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 DWIGHT F. BRUNK, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (~~she~~) knows the defendants herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant~~/is~~s are not in the military service of the United States,

(2) said defendant~~/is~~s are not in the military service of any nation allied with the United States,

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

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

Dwight F. Brunk
Affiant.

Subscribed and sworn to before me this 3rd day of May, 1962.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 MAY -7 AM 9:51

STATEMENT OF MORTGAC CLAIM

140 PAGE 488

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOHN W. KENTON and MERCEDA K. KENTON, his wife

DOCKET ..... FOLIO .....
CASE NO. 14,983 Equity
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from JOHN W. KENTON and MERCEDA K. KENTON, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 21st day of September, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1068, Folio 323, secured by the leasehold premises known as No. 1222 Cathedral Drive, and more particularly described in said mortgage:

Original Loan	$10,990.00
Amount repaid	1,223.48
Loan Balance	$ 9,766.52
Interest to 6-4-62	268.21
	$10,034.73
Credit Expense Account	103.97
	$ 9,930.76

Aurora Federal Savings and Loan Association INCORPORATED 1895

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk

Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 3rd day of May 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 DWIGHT F. BRUNK,

Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Elsie Curtis

Notary Public.

Elsie Curtis

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 MAY -7 AM 9:51

JER 140 PAGE 489

DOCKET ..... FOLIO .....

CASE No. 14,983 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOHN W KENTON and

MERCEDA K. KENTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 7th day of May in the year nineteen hundred and sixty-two by the Circuit Court for ANNE ARUNDEL County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $10,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in ANNE ARUNDEL County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their ....personal representatives.....and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and 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 costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

1962 MAY -9 PM 11:25

O. Bowie Duckett

Judge

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 11 PAGE 348

16 494 62

No. 14,983 Equity

LIBER 140 PAGE 490

Aurora Federal Savings and Loan Association

versus

John W. Kenton and Mercedes K. Kenton, his wife

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 - Dollars ($10,000.00) 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 1st day of June in the year of our Lord one thousand, nine hundred and sixty-two.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

John W. Kenton and Mercedes K. Kenton, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

William F. Podlich

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.

Elsie Curtis ..... William F. Podlich (SEAL)
William F. Podlich

..... (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact

9 Bond approved this 4 day of June, 1962
George T Cromwell, Clerk

FILED

1962 JUN -4 AM 10:02

F-S 17 11-57

(CERTIFIED COPY)

POWER OF ATTORNEY

LIBER 140 PAGE 491

No. 72844

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Lawrason Riggs of J., E. Stuart Windsor, C. C Counselman, Jr., Howard J. McNamara, Robert J. Noeth, Truxtun C. Houston and Robert J. Burns

of the City of Baltimore State of Maryland, its true and lawful attorneys in and for the State of Maryland for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all stipulations, bonds and/or undertakings, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this power of attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~they~~ anyone of the said Lawrason Riggs of J. and the said E. Stuart Windsor and the said C. C. Counselman, Jr. and the said Howard J. McNamara and the said Robert J. Noeth and the said Truxtun C. Houston and the said Robert J. Burns

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 29th day of June, A. D. 1960.

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By E. G. Hundley
Vice-President.

(SEAL)

(Signed) Kenneth S. Teeple
Assistant Secretary.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss:

On this 29th day of June A. D. 1960, before me personally came E. G. Hundley, Vice-President of UNITED STATES FIDELITY AND GUARANTY COMPANY, and Kenneth S. Teeple, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland, that they, the said E. G. Hundley and Kenneth S. Teeple were respectively the Vice-President and Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing power of attorney; that they each knew the seal of said corporation; that the seal affixed to said power of attorney was such corporate seal; that it was so affixed by order of the Board of Direetors of said corporation, and t hat they signed their names thereto by like order as Vice-President and Assistant Seeretary, respectively of the Company.

My commission expires the first Monday in May, A. D 1961.

(SEAL) (Signed) Anne M. O'Brien
Notary Public.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss:

I, James F. Carney Clerk of Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed h er name, was, at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths, take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary and verily believe the signature to be h er genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 29th day of June A. D. 1960.

(SEAL) (Signed) James F. Carney
Clerk of the Superior Court of Baltimore City.

10

WILLIAM F. PODLICH
Solicitor
301 Aurora Federal Build
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

1222 CATHEDRAL DRIVE
(BEING LOT NO. 216 on PLAT OF SECTION 4 of LEHIGH, in the Third Election District of Anne Arundel County)

By Decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises on

MONDAY
JUNE 4, 1962
at 3:00 o'clock P.M.

ALL that leasehold lot of ground and premises situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Two Hundred-Sixteen (216), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39. SUBJECT, however, to an easement 5 feet wide along the northernmost line of said lot for traffic and utilities. The said northernmost line of said lot being the center line of a 10 foot easement, ½ of which lies in the lot of ground herein described and the remaining ½ of which lies in the lot of ground next adjacent thereto to the north. The improvements thereon being known as No. 1222 Cathedral Drive.

SUBJECT to an annual ground-rent of One Hundred Eight ($108.00) Dollars.

IMPROVED by a one-story brick dwelling with carport.

No. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance in cash upon ratification of sale by the Court; said balance to bear interest at six per cent from date of sale. Transfer Taxes, if any, Federal and State Documentary Stamps are to be paid by Purchaser. All taxes, ground rent and other expenses, public dues and charges, including annually accruing Sanitary District charges, if any, and all annual benefit charges or assessments imposed for public improvements of any kind or character, shall be adjusted to the date of sale.

WILLIAM F. PODLICH
Trustee

E. T. NEWELL & CO. INC.
Auctioneers

M-31

OFFICE C~

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

1140 PAGE 492

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1962

We hereby certify, that the annexed

Trustee's Sale
John W. Keaton
1222 Cathedral Drive
14983 Eq.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of June, 1962. The first insertion being made the 10th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghsman

FILED
MAY 1962
AY 31 PM 4:16

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. C. Thomas, 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, Aurora Fed. S. & L. Assn.,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Aurora Federal Savings & Loan (SEAL)
Purchaser
By: L. C. Thomas, Agent

Notary Public

FILED
1962 JUN -8 PM 2:23

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR ANNE ARUNDEL COUNTY
	:	DOCKET FOLIO
JOHN W. KENTON and MERCEDA K. KENTON, his wife	:	CASE NO.

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 4th day of June 1962, the undersigned Auctioneer did sell the leasehold property known as No. 1222 Cathedral Drive, (as described in the attached Advertisement of Sale) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto Aurora Federal Savings and Loan Association at and for the sum of $7,500.00 Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned advertisement was delivered to said purchaser and that the said sale was fairly made.

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

By _____
President-Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 4th day of June 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of Seventy-Five Hundred and no/100 Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

Witness

Aurora Federal Savings and Loan Association
By _____
Agent

FILED
1962 JUN -8 AM 9:28

WILLIAM F. PODLICH
Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

1222 CATHEDRAL DRIVE
(BEING LOT NO. 216 on PLAT OF SECTION 4 of LEHIGH, in the Third Election District of Anne Arundel County)

By Decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises on

MONDAY
JUNE 4, 1962
at 3:00 o'clock P.M.

ALL that leasehold lot of ground and premises situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Two Hundred-Sixteen (216), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of-Section Four (4) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39. SUBJECT, however, to an easement 5 feet wide along the northernmost line of said lot for traffic and utilities. The said northernmost line of said lot being the center line of a 10 foot easement, ½ of which lies in the lot of ground herein described and the remaining ½ of which lies in the lot of ground next adjacent thereto to the north. The improvements thereon being known as No. 1222 Cathedral Drive.

SUBJECT to an annual ground-rent of One Hundred Eight ($108.00) Dollars.

IMPROVED by a one-story brick dwelling with carport.

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

TERMS: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance in cash upon ratification of sale by the Court; said balance to bear interest at six per cent from date of sale. Transfer Taxes, if any, Federal and State Documentary Stamps are to be paid by Purchaser. All taxes, ground rent and other expenses, public dues and charges, including annually accruing Sanitary District charges, if any, and all annual benefit charges or assessments imposed for public improvements of any kind or character, shall be adjusted to the date of sale.

WILLIAM F. PODLICH
Trustee

E. T. NEWELL & CO. INC.
Auctioneers

5/24

M-31

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 14,983 - EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
JOHN W. KENTON and MERCEDES K. KENTON, his wife	:	ANNE ARUNDEL COUNTY Docket 20, Folio 210.

:::::::

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William F. Podlich, Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold premises 1222 Cathedral Drive (Lot No. 216, Plat of Section Four of Lehigh, in the 3rd Election District of Anne Arundel County), in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, William F. Podlich, did, pursuant to said notice on Monday, the 4th day of June, 1962, at 3:00 o'clock P.M. attend on the premises and then and there sold at public auction the property above referred to, unto Aurora Federal Savings and Loan Association, for the sum of Seven Thousand Five Hundred ($7,500.00) Dollars, being, at that figure, the highest bidder therefor, to be paid in cash upon ratification of said sale; the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc. and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he has received from the Purchaser, the deposit of Five Hundred ($500.00) Dollars required by the terms of said Sale, and has also obtained the written agreement of the Purchaser to comply with the other said terms, same being as set out in said Advertisement annexed hereto.

FILED

1962 JUN -8 AM 9:27

Said Trustee reports further that said property, so sold, was not owned by any individual whose Military Status could or might affect the right of said Trustee to make said Sale.

Said Trustee files herewith a Certificate of the Auctioneer who conducted said Sale, and a Certificate of the Purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee, and made oath in due form of law 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.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS

ORDER NISI

JBR 140 PAGE 498

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

JOHN W. KENTON and MERCEDES K. KENTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,983 Equity

Ordered, this 8th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $7,500.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

William F. Podlich, Atty. For the Maryland Gazette (June 14th Edition

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

JOHN W. KENTON and MERCEDES K. KENTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 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.

George Sachse JUDGE.

FILED
1962 JUL 18 AM 9:33

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,983 Equity
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
versus
JOHN W. KENTON and MERCEDES K. KENTON, his wife.

Ordered, this 8th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
Jy-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

FOR 140 PAGE 499

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 19 62

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,983

John W. Kenton,

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 July, 19 62. The first insertion being made the 14th day of June, 19 62.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 28973

1962 JUL 10 AM 9:45

By Hazel Tilghman.

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,

A body corporate

VS.

JOHN W. KENTON and MERCEDES K. KENTON, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 14,983 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 JUL 26 P 2:43

All of which is respectfully submitted.

July 26, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of August, 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.

Eleanor G. Murray Acting Clerk

Per: Judy Bell, deputy

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.
JOHN W. KENTON and MERCEDES K. KENTON, his wife,

ER 140 PAGE 501

In Acct. with WILLIAM F. PODLICH, Trustee,

					Cr.	
1962						
June	4	Proceeds of Sale	7,500	00		
		Interest on deferred payment of				
		7,000.00 - 1 mos. and 14 days	51	33	7,551	33
		Refund - water benefit charge ($56.00)				
		6/4/62 to 12/31/62	32	07		
		Refund - Ground Rent - 1 mo. and 13 days	12	90	44	97
					7,596	30

		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	256	54	291	54
		To Trustee for Court Costs, viz:				
		Plaintiffs Colicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Trustee for Expenses, viz:				
		Capital Gazette Press - Advertixing sale	73	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		U.S. Fidelity & Guaranty - Bond premium	20	00		
		E.T. Newell & Co. - Auctioneer fee	25	00		
		1962 County & State taxes (176.08) from				
		1/1/62 to 6/4/62 - 5 mos. and 4 days	75	33		
		Elsie Curtis - Notary fees	1	50		
		John M. Miller, Jr. - Notary fee		50	210	85
		To Aurora Federal Savings & Loans Assn.,				
		this balance on account of Mortgage claim	7,033	41	7,033	41
					7,596	30
		Amount of Mortgage claim filed	9,930	76		
		Interest on principal balance $9,766.52 from 6/4/62 to 8/10/62 - 67 days @ 5½%	98	49		
			10,029	25		
		Cr. - Amount allowed above	7,033	41		
		Balance subject to decree in personam	2,995	84		

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,989
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
RODNEY B. HOWARD AND EMMA MARIE	:	FOR
HOWARD, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

MR. CLERK:

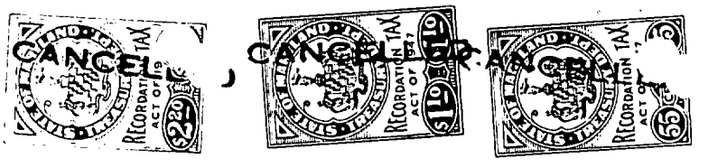
Please docket the above entitled case and file the original Mortgage, statement of Mortgage Debt, Military Affidavit, and copy of advertisement.

George E. Rullman
Attorney named in Mortgage

FILED

1962 MAY -8 PM 2:50

COUNTY FORM



FR 141 PAGE 504
LIBER 1139 PAGE 559

This Mortgage,

Made this 31st day of July, in the year one thousand, nine hundred and fifty-seven, Between Rodney B. Howard and Emma Marie Howard, his wife,

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Four Thousand Five Hundred and no/100---------- Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of Forty-five and no/100---------- Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of September, 1957, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

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

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

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

Being Lot No. 34 as shown on a plat entitled "Subdivision of Property of Maude E. Morrow, known as Pleasant Street and Pleasant Court, Annapolis, Maryland", said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 20, page 46. Said lot having a frontage of twelve feet eleven inches on Pleasant Street and a uniform depth therefrom of 73'.09.

BEING the identical property which was conveyed to the Mortgagors herein by William Donald Morrow, Charles A. Morrow, Jr., and Virginia L. Burnham, Executors and Trustees appointed by the Last Will and Testament of Maude E. Morrow, deceased by deed dated March 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, folio 21. See also

1962 MAY -8 PM 2:30

3

deed of even date from the above named parties to the Mortgagors herein extinguishing the ground rent, reserved in the last mentioned deed, and and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

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

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the 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 FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors , themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seal of the said Mortgagor. s

Witness:

Barbara Ann Thompson
Barbara Ann Thompson

Rodney B. Howard (SEAL)
Rodney B. Howard

(SEAL)

Emma Marie Howard (SEAL)
Emma Marie Howard

(SEAL)

LIBER 1139 PAGE 561

1140 PAGE 506

4

5

LIBER 1139 PAGE 562 ER 140 PAGE 507

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 31st day of July, 1957, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Rodney B. Howard and Emma Marie Howard, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Barbara ann Thompson
Barbara Ann Thompson Notary Public.

Rec'd for record Aug 1, 1957 at 2.04 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

Rodney B. Howard and

Emma Marie Howard, his wife,

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

7.20

REC'D FOR RECORD AND
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 AUG -1 P.M. 2:04
& RECORDED IN LIBER G.I.C.
NO. 1139 FOLIO 559
GEO. F. CROMWELL, CLERK

GEORGE W. SCIBLE. . . . . .AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT 34 PLEASANT STREET, IMPROVED BY A FRAME DWELLING CONTAINING SIX ROOMS AND BATH, COMPOSITION ROOF, HEAT BY STOVES.

Under and by virtue of the power of sale contained in a mortgage from Rodney B. Howard and Emma Marie Howard, his wife, dated July 31, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1139, Folio 559, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JUNE 12, 1962

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

the following described property, namely:

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

BEING Lot No. 34 as shown on a plat entitled "Subdivision of Property of Maude E. Morrow, known as Pleasant Street and Pleasant Court, Annapolis, Maryland", said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 20, Page 46. Said lot having a frontage of twelve feet eleven inches on Pleasant Street and a uniform depth therefrom of 73.09 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Willian Donald Morrow, Charles A. Morrow, Jr. and Virginia L. Burnham, Executors and Trustees appointed by the Last Will and Testament of Maude E. Morrow, deceased by deed dated March 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 21. See also deed dated July 31, 1957 from the above named parties to the Mortgagors herein extinguishing the ground rent, reserved in the last mentioned deed, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1139, Folio 557.

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

George E. Rullman

Attorney named in Mortgage

140 South Street, Annapolis, Md.

FILED

1962 MAY -8 PM 2:50

140 PAGE 509

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
RODNEY B. HOWARD AND EMMA MARIE	:	FOR
HOWARD, HIS WIFE,	:	ANNE ARUNDEL COUNTY

. . . . . .

AFFIDAVIT

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

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

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

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

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBER AND SWORN TO before me this 8th day of May, 1962.

Madolin Ross, Notary Public

FILED

1962 MAY -8 PM 2:50

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,989
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
RODNEY B. HOWARD AND EMMA MARIE	:	FOR
HOWARD, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$4,500.00
Payments on Account of Principal	374.64
Balance due on Principal	4,125.36
Interest from October 1961 thru May 1962	167.93
Total Balance due on Mortgage Debt	4,293.29
Credit Amount in Expense Account	1.43-
Total Mortgage Claim	$4,291.86

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

I hereby Certify that on this 8th day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 MAY -8 PM 2:50

8

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 140 PAGE 511

No. 14989 Equity

LIBER 11 PAGE 344

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

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE 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 24th day of May, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Rodney B. Howard & Emma Marie Howard, his wife to 1st Federal Savings & Loan Assn. of Annapolis bearing date the 31st day of July, 1957 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber G.T.C. No. 1139 Folio 559 and

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

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

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

Madolin Ross

George E. Rullman [SEAL]

George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch

Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Whedbee

Mary F. Whedbee

Attorney in fact.

Bond approved this 28th day of May, 1962

George T. Cromwell, Clerk

FILED

1962 MAY 28 PM 10:13

NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

... 140 PAGE 512

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

ROSE M. BAUSCH

of BALTIMORE and State of MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY AND ALL BONDS, RECOGNIZANCES, CONTRACTS, AGREEMENTS OF INDEMNITY AND OTHER CONDITIONAL OR OBLIGATORY UNDERTAKINGS;

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 1ST day of MARCH A.D., 19 61.

NATIONAL SURETY CORPORATION

[Seal]

By C. A. KEPPLER
Vice President

ATTEST: H. L. JOHNSON
Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 1ST day of MARCH A.D., 19 61, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

ARTICLE VIII
Appointment and Authority of Resident Assistant Secretaries, and
Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 1ST day of MARCH, 19 61

H. L. JOHNSON
Assistant Secretary of
NATIONAL SURETY CORPORATION

[Corporate Seal]

STATE OF MARYLAND
~~COUNTY OF~~ } ss.:

I, CATHERINE F. MINDERLEIN, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of BALTIMORE, this 24th day of May, 1962

Catherine F. Minderlein
Resident Assistant Secretary

H-8N 216N 10-57

10

GEORGE W. SCIBLE ..... AUCTIONEER

PUBLIC SALE

OF VALUABLE

ER 140 PAGE 513

Residence Property

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT 34 PLEASANT STREET, IMPROVED BY A FRAME DWELLING CONTAINING SIX ROOMS AND BATH, COMPOSITION ROOF, HEAT BY STOVES.

Under and by virtue of the power of sale contained in a mortgage from Rodney B. Howard and Emma Marie Howard, his wife, dated July 31, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1139, Folio 559, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, June 12, 1962

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

the following described property, namely:

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

BEING Lot No. 34 as shown on a plat entitled "Subdivision of Property of Maude E. Morrow, known as Pleasant Street and Pleasant Court, Annapolis, Maryland", said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 20, Page 46. Said lot having a frontage of twelve feet eleven inches on Pleasant Street and a uniform depth therefrom of 73.09 feet.

BEING the identical property which was conveyed to the Mortgagors herein by William Donald Morow, Charles A. Morrow, Jr. and Virginia L. Burnham, Executors and Trustees appointed by the Last Will and Testament of Maude E. Morrow, deceased by deed dated March 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1110 Folio 21. See also deed dated July 31, 1957 from the above named parties to the Mortgagors herein extinguishing the ground rent, reserved in the last mentioned deed, recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1139, Folio 557.

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

FILED

1962 JUN 13 PM 12:54

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

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale on Tuesday, June 12, 1962, at 10:30 o'clock, a.m. to First Federal Savings and Loan Association of Annapolis, at and for the sum of Three Thousand Two Hundred Dollars ($3,200.00) it then and there being the highest bidder therefor; I further certify that the sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that I, as agent for First Federal Savings and Loan Association of Annapolis, bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, June 12, 1962 at 10:30 o'clock, a.m., I then and there being the highest bidder therefor, and the Association agrees to comply with the terms of sale as expressed on the reverse side hereof.

John M. Thomas, Vice President,
First Federal Savings & Loan Assoc.
of Annapolis, Agent.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 12th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John M. Thomas, VicePresident of First Federal Savings & Loan Association of Annapolis, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase First Federal Savings and Loan Association of Annapolis was not acting as agent for anyone.

2. That First Federal Savings and Loan Association of Annapolis is solely interested in this purchase .

3. That First Federal Savings and Loan Association of Annapolis has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

John M. Thomas, Vice President,
First Federal Savings & Loan
Association of Annapolis

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED
1962 JUN 13 PM 12:54

12

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,989
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
RODNEY B. HOWARD AND EMMA MARIE	:	FOR
HOWARD, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Rodney B. Howard and Emma Marie Howard, his wife, dated July 31, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1139, folio 559, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, June 12, 1962 at 10:30 o'clock, a.m. and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Three Thousand Two Hundred Dollars ($3,200.00), it then and there being the highest bidder therefor, which property is described as follows:

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

BEING Lot No. 34 as shown on a plat entitled "Subdivision of Property of Maude E. Morrow, known as Pleasant Street and Pleasant Court, Annapolis, Maryland", said plat being recorded among the Plat Records of Anne

Arundel County in Plat Book 20, Page 46. Said lot having a frontage of twelve feet eleven inches on Pleasant Street and a uniform depth therefrom of 73.09 feet.

BEING the identical property which was conveyed to Rodney B. Howard and Emma Marie Howard, his wife, by William Donald Morrow, Charles A. Morrow, Jr. and Virginia L. Burnham, Executors and Trustees appointed by the Last Will and Testament of Maude E. Morrow, deceased by deed dated March 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110 Folio 21. See also deed dated July 31, 1957 from the above named parties to Rodney B. Howard and Emma Marie Howard, his wife, extinguishing the ground rent, reserved in the last mentioned deed, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1139, Folio 557.

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

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

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

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

I Hereby Certify that on this 12th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF RODNEY B. HOWARD AND EMMA MARIE HOWARD, his wife

xxxxxx

JER 140 PAGE 517

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,989 Equity

Ordered, this 13th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage

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

The report states that the amount of sale was $ 3,200.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.
(Final Order)

Evening Capital (for June 15 edition)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF RODNEY B. HOWARD AND EMMA MARIE HOWARD, his wife

xxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of July, 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 JUL 19 PM 3:57

Public Sa.

Of Valuable Residence Property

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY MARYLAND, AT 34 PLEASANT STREET, IMPROVED BY A FRAME DWELLING CONTAINING SIX ROOMS AND BATH, COMPOSITION ROOF, HEAT BY STOVES.

Under and by virtue of the power of sale contained in a mortgage from Rodney B. Howard and Emma Marie Howard, his wife, dated July 31, 1957 and recorded amoug the Land Records of Anne Arundel County in Liber G.T.C. 1139, Folio 559, the undersigned Attorney named in said Mortgage to make sale of the property therin described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JUNE 12, 1962 AT 10:30 O'CLOCK A.M.

the following described property, namely:

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

BEING Lot No. 34 as shown on a plat entitled "Subdivision of Property of Maude E. Morrow, known as Pleasant Street and Pleasant Court, Annapolis, Maryland", said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 20, Page 46. Said lot having a frontage of twelve feet eleven inches on Pleasant Street and a uniform depth therefrom of 73.09 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Willian Donald Morrow, Charles A. Morrow, Jr. and Virginia L. Burnham, Executors and Trustees appointed by the Last Will and Testament of Maude E. Morrow, deceased by deed dated March 19, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1110, Folio 21. See also deed dated July 31, 1957 from the above named parties to the Mortgagors herein extinguishing the ground rent, reserved in the last mentioned deed, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1139, Folio 557.

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

GEORGE E. RULLMAN
Attorney named in Mortgage
GEORGE W. SCIBLE
Auctioneer

.Ju-6

1962 JUN 15 PM 3:20

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

1411 PAGE 518

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1962

We hereby certify, that the annexed

Public Sale

Rodney B. Howard

4989 Equity

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of June, 1962. The first insertion being made the 16th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,989 Equity

In the matter of the Sale of the mortgaged real estate of RODNEY B. HOWARD and EMMA MARIE HOWARD, his wife

Ordered, this 13th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $3,200.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

Jy-6

140 PAGE 519

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,989

Rodney B. Howard

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of July, 1962 The first insertion being made the 15th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 22927

By Hazel Tilghman

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF RODNEY B. HOWARD and EMMA MARIE HOWARD, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,989 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.

July 25, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th day of August, 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.

Eleanor G. Owings, Acting Clerk

Per: Mary Bell, deputy

FILED

1962 AUG 10 AM 9:38

Dr. Mortgaged Real Estate of Rodney B. Howard & Emma Marie Howard, his wife

In Acct. with George E. Rullman, Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's				
		Report of Sale filed	3,200	00		
	By	Interest on deferred payment, 6% on				
		$2,700.00 from 6/12/62 to 7/19/62	17	10		
					3,217	10
	To	Attorney for fee, viz.	50	00		
	To	Attorney for commissions, viz.	126	00		
					176	00
	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 & Nisi - sale	90	24		
		Speer Publications Inc. - handbills	15	72		
		National Surety Corporation - bond	20	00		
		George W. Scible - Auctioneer's fee	25	00		
		Adjustment- 1962 County taxes	25	94		
		Adjustment- City of Annapolis taxes	1	97		
		Adjustment- water rent	5	95		
		½ Federal and State Revenue stamps	5	77		
		Notary fees	2	00		
					192	59
	To	First Federal Savings and Loan				
		Association of Annapolis, Mortgagee				
		on account of Mortgage claim			2,788	01
					3,217	10

		Balance due, as per Mortgage claim				
		filed	4,291	86		
		Interest on principal amount, 6%,				
		on $4,123.93 from 6/1/62 to 8/10/62	48	13		
			4,449	99		
		Credit amount allowed above	2,788	01		
		This amount subject to decree in				
		personam	1,551	98		

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
ROBERT C. BURTON AND MAE O.	:	ANNE ARUNDEL COUNTY
BURTON, HIS WIFE	:	EQUITY NO.

. . . . . .

MR. CLERK:

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

George E. Rullman
Attorney named in Mortgage

FILED

1982 MAY -9 PM 2:33

This Mortgage, Made this 22nd day of September, in the year one thousand, nine hundred and sixty (1960), Between ROBERT C. BURTON and MAE O. BURTON, his wife,

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

WHEREAS, said Mortgagor, being members of said body corporate, have received therefrom an advance in the sum of Six Thousand Seven Hundred ($6,700.00) - - - - - 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 commencing on the first day of November, 19 60.

(A) of the sum of Fifty-six and 55/100 ($56.55) - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of Fourteen and 45/100 ($14.45) - - - - - - - - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the 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 under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

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

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

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

FILED
1962 MAY -9 PM 2:04

BOOK 1425 PAGE 171

to 1411 PAGE 524

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

BEGINNING for the same at a point on the Northwest side of the 60-foot right-of-way of the Churchton-Deale State Road, said point being located North 36° 50' 10" East 106.01 feet from a pipe found at the end of the South 59° 55' East 402-foot line of the conveyance from William E. Hardesty and Hazel Hardesty, his wife, to Norman E. Brooks and Dorothy Brooks, his wife, by Deed dated June 16, 1949, and recorded in Liber J.H.H. 539, folio 566; and running from thence through part of said conveyance, North 51° 25' 30" West 194.55 feet; thence North 38° 34' 30" East 75 feet; thence South 51° 25' 30" East 192.28 feet to a point on the Northwest side of the above mentioned State Road; thence with the same South 36° 50' 10" West 75.03 feet to the place of beginning. Containing 0.33 acre, more or less.

BEING the same property conveyed to the MORTGAGORS herein by C. Melvin Whittington and Margaret Whittington, his wife, by Deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

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

BOOK 1425 PAGE 173

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

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

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

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

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

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

WITNESS the hand s and seals of the said Mortgagors.

Witness:

Madolin Ross
Madolin Ross

Robert C. Burton (SEAL)
Robert C. Burton

(SEAL)

Mae O. Burton (SEAL)
Mae O. Burton

(SEAL)

1411 PAGE 526

4

ER 140 PAGE 527 BOOK 1425 PAGE 174

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , to wit

I HEREBY CERTIFY that on this 22nd day of SEPTEMBER, 1960, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared ROBERT C. BURTON and MAE O. BURTON, his wife,

the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

1100 Madolin Ross

Madolin Ross Notary Public.

My Commission expires May 1, 1961.

Rec'd for record Sept. 23, 1960 at 10:23 A.M.
Mailed to George E. Rullman

MORTGAGE

FROM

ROBERT C. BURTON and

MAE O. BURTON, his wife

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

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

1960 SEP 23 AM 10:23

GEORGE W. SCIBLE. . . . . AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE CHURCHTON-DEALE STATE ROAD, IMPROVED BY A FRAME DWELLING, CONTAINING SIX ROOMS AND BATH, HAVING COMPOSITION ROOF AND HOT AIR HEAT.

Under and by virtue of the power of sale contained in a mortgage from Robert C. Burton and Mae O. Burton, his wife, dated September 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1425, Folio 171, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

THURSDAY, JUNE 7, 1962

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

the following described property, namely:

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

BEGINNING for the same at a point on the Northwest side of the 60-foot right-of-way of the Churchton-Deale State Road, said point being located North 36° 50' 10" East 106.01 feet from a pipe found at the end of the South 59° 55' East 402-foot line of the conveyance from William E. Hardesty and Hazel Hardesty, his wife, to Norman E. Brooks and Dorothy Brooks, his wife, by Deed dated June 16, 1949, and recorded in Liber J.H.H. 539, folio 566; and running from thence through part of said conveyance, North 51° 25' 30" West 194.55 feet; thence North 38° 34' 30" East 75 feet; thence South 51° 25' 30" East 192.28 feet to a point on the Northwest side of the above mentioned State Road; thence with the same South 36° 50' 10" West 75.03 feet to the place of beginning. Containing 0.33 acre, more of less.

BEING the same property conveyed to Robert C. Burton and Mae O. Burton, his wife, by Deed dated September 22, 1960, by C. Melvin Whittington and Margaret Whittington, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1425, Folio 169.

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

GEORGE E. RULLMAN

Attorney named in Mortgage

140 South Street, Annapolis, Md.

FILED

1962 MAY -9 PM 2:33

140 PAGE 529

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
ROBERT C. BURTON AND MAE O.	:	ANNE ARUNDEL COUNTY
BURTON, HIS WIFE.	:	EQUITY NO.

. . . . . .

AFFIDAVIT

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

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

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

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

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN TO before me this 8th day of May, 1962.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 MAY -9 PM 2:33

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
ROBERT C. BURTON AND MAE O.	:	ANNE ARUNDEL COUNTY
BURTON, HIS WIFE.	:	EQUITY NO. 14,991

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$6,700.00
Less payments on account of Principal	46.22-
Balance due on Principal	6,653.78
Interest from January, 1961 thru May, 1962.	588.76+
Total balance due on mortgage debt	7,242.54
Less Amount in Expense Account	104.95-
Total Mortgage Claim	$7,137.59

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

I Hereby Certify that on this 8th day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1962 MAY -9 PM 2:33

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 140 PAGE 531
LIBER 11 PAGE 336

No. 14,991 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine 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 21st day of May, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Robert C. Burton & Mae O. Burton, his wife, to First Federal Savings & Loan Assn. of Anna. bearing date the 22nd day of September, 1960 and recorded among the Land ~~mortgage~~ records of Anne Arundel County, Maryland in Liber G.T.C. No. 1425, Folio 171 and

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

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

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

Madolin Ross

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney in fact

Attorney in fact

As to Surety

Mary F. Whedbee

Mary F. Whedbee

Bond approved this 23 day of May, 1962

George T. Cromwell, Clerk

by

FILED

1962 MAY 23 PM 2:35

NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

GENERAL POWER OF ATTORNEY

R 140 PAGE 532

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does hy these presents make, constitute and appoint

ROSE M. BAUSCH

of BALTIMORE and State of MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY AND ALL BONDS, RECOGNIZANCES, CONTRACTS, AGREEMENTS OF INDEMNITY AND OTHER CONDITIONAL OR OBLIGATORY UNDERTAKINGS;

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 1ST day of MARCH A.D., 19 61.

NATIONAL SURETY CORPORATION

[Seal]

By C. A. KEPPLER
Vice President

ATTEST: H. L. JOHNSON
Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 1ST day of MARCH A.D., 19 61, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

ARTICLE VIII
Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 1ST day of MARCH, 19 61

[Corporate Seal]

H. L. JOHNSON
Assistant Secretary of
NATIONAL SURETY CORPORATION

STATE OF MARYLAND
CITY OF BALTIMORE } ss.:

I, CATHERINE F. MINDERLEIN, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of BALTIMORE, this 21st day of May, 1962

Catherine F. Minderlein
Resident Assistant Secretary

H-BN 216N 10-57

GEORGE W. SCABLE - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

LIBER 140 PAGE 533

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE CHURCHTON-DEALE STATE ROAD, IMPROVED BY A FRAME DWELLING, CONTAINING SIX ROOMS AND BATH, HAVING COMPOSITION ROOF AND HOT AIR HEAT.

Under and by virtue of the power of sale contained in a mortgage from Robert C. Burton and Mae O. Burton, his wife, dated September 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1424, Folio 171, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

THURSDAY, JUNE 7, 1962

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

the following described property, namely:

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

BEGINNING for the same at a point on the Northwest side of the 60-foot right-of-way of the Churchton-Deale State Road, said point being located North 36° 50' 10" East 106.01 feet from a pipe found at the end of the South 59° 55' East 402-foot line of the conveyance from William E. Hardesty and Hazel Hardesty, his wife, to Norman E. Brooks and Dorothy Brooks, his wife, by Deed dated June 16, 1949, and recorded in Liber J. H. H. 539, folio 566; and running from thence through part of said conveyance, North 51° 25' 30" West 194.55 feet; thence North 38° 34' 30" East 75 feet; thence South 51° 25' 30" East 192.28 feet to a point on the Northwest side of the above mentioned State Road; thence with the same South 36° 50' 10" West 75.03 feet to the place of beginning. Containing 0.33 acre, more or less.

BEING the same property conveyed to Robert C. Burton and Mae O. Burton, his wife, by Deed dated September 22, 1960, by C. Melvin Whittington and Margaret Whittington, his wife, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1425, Folio 169.

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

FILED

1962 JUN 11 AM 10:55

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

I hereby certify that I as Auctioneer did sell the property described on the reverse side hereof at public sale on Thursday, June 7, 1962, at 10:30 o'clock, a.m. to First Federal Savings and Loan Association of Annapolis, at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), it being then and there the highest bidder therefor; I further certify that the sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that I, John M. Thomas, Vice President of First Federal Savings And Loan Association of Annapolis, bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis on Thursday, June 7, 1962, at 10:30 o;clock, a.m. as Agent for First Federal Savings and Loan Association of Annapolis, at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), the Association then and there being the highest bidder therefor; and I agree to comply with the terms of sale.

John M. Thomas, Vice-President, & Agent of First Federal S & L Association of Annapolis.

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

This is to Certify that in the matter of the sale of the mortgaged Real Estate of Robert C. Burton and Mae O. Burton, his wife, sold at the Court House Door, Annapolis, Maryland, on Thursday, June 7, 1962, at 10:30 o'clock, am.m. I did purchase for the First Federal Savings and Loan Association of Annapolis, the mortgagee, the real estate mentioned in these proceedings and described on the reverse side hereof; That the First Federal Savings & Loan Association of Annapolis was not acting as agent for anyone; Second, that there are no other persons interested as principals; and Third, that the Association did not directly or indirectly discourage anyone from bidding for said property.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

by John M. Thomas, Vice President

SUBSCRIBED and Sworn to before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, by John M. Thomas, Vice President of First Federal Savings and Loan Association of Annapolis.

Madolin Ross Notary Public

My Commission expires May 6, 1963.

Capital

JR 140 PAGE 535

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,991
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ROBERT C. BURTON AND MAE O.	:	FOR
BURTON, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Robert C. Burton and Mae O. Burton, his wife, dated September 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1424, Folio 171, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Thursday, June 7, 1962 at 10:30 o'clock, a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), it then and there being the highest bidder therefor, which property is described as follows:

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

BEGINNING for the same at a point on the Northwest side of the 60-foot right-of-way of the Churchton-Deale State Road, said point being located North 36 degrees 50 minutes 10 seconds East 106.01 feet from a pipe found at the end of the South 59 degree 55 minute East 402-foot line of the

conveyance from William E. Hardesty and Hazel Hardesty, his wife, to Norman E. Brooks and Dorothy Brooks, his wife, by Deed dated June 16, 1949, and recorded in Liber J.H.H. 539, folio 566; and running from thence through part of said conveyance, North 51 degrees 25 minutes 30 seconds West 194.55 feet; thence North 38 degrees 34 minutes 30 seconds East 75 feet; thence South 51 degrees 25 minutes 30 seconds East 192.28 feet to a point on the Northwest side of the above mentioned State Road; thence with the same South 36 degrees 50 minutes 10 seconds West 75.03 feet to the place of beginning. Containing 0.33 acre, more or less.

BEING the same property conveyed to Robert C. Burton and Mae O. Burton, his wife, by Deed dated September 22, 1960, by C. Melvin Whittington and Margaret Whittington, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1425, folio 169.

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

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

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

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

I hereby certify that on this 7th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross
Madolin Ross, Notary Public

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT C. BURTON AND MAE O. BURTON, HIS WIFE

xxxxx

LIBER 140 PAGE 537

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,991 Equity

Ordered, this 11th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $ 6,500.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.
(Final Order)

For the Evening Capital (June 14th Edition)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 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.

George Sachse
JUDGE.

FILED

1962 JUL 18 AM 9:37

Public Sa'

OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE CHURCHTON-DEALE STATE ROAD, IMPROVED BY A FRAME DWELLING, CONTAINING SIX ROOMS AND BATH, HAVING COMPOSITION ROOF AND HOT AIR HEAT.

Under and by virtue of the power of sale contained in a mortgage from Robert C. Burton and Mae O. Burton, his wife, dated September 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1425, Folio 171, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

THURSDAY, JUNE 7, 1962 AT 10:30 O'Clock, A.M.

the following described property, namely:

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

BEGINNING for the same at a point on the Northwest side of the 60-foot right-of-way of the Churchton-Deale State Road, said point being located North 36 degrees 50' 10" East 106.01 feet from a pipe found at the end of the South 59 degrees 55' East 402-foot line of the conveyance from William E. Hardesty and Hazel Hardesty, his wife, to Norman E. Brooks and Dorothy Brooks, his wife, by Deed dated June 16, 1949, and recorded in Liber J.H.H. 539, follo 566; and running from thence thrugh part of said conveyance, North 51 degrees 25' 30" West 194.55 feet; thence North 38 degrees 34' 30" East 75 feet; thence South 51 degrees 25' 30" East 192.28 feet to a point on the Northwest side of the above mentioned State Road; thence with the same South 38 degrees 50' 10" West 75.03 feet to the place of beginning. Containing 0.33 acre, more or less.

BEING the same property conveyed to Robert C. Burton and Mae O. Burton, his wife, by Deed dated September 22, 1960, by C. Melvin Whittington and Margaret Whittington, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1425, Folio 169.

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

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South St., Annapolis, Md.
GEORGE W. SCIBLE,
Auctioneer.

Ju-4

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

1401 PAGE 538

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1962

We hereby certify, that the annexed

Public Sale

Robert C. Burton

14991

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of June, 1962. The first insertion being made the 14th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUN 13 AM 10:29

By Hazel Ingleman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

L 410 PAGE 539

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1962

We hereby certify, that the annexed

Order Nisi - Sale

No. 14,991 Equity

Robert C. Burton

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of July, 1962. The first insertion being made the 14th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,991 Equity

In the matter of the Sale of the mortgaged real estate of ROBERT C. BURTON and MAE O. BURTON, his wife

Ordered, this 11th day of June, 1962, That the sale of property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in Mortgage BE RATIFIELD AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $6,500.00.

GEORGE T. CROMWELL Clerk.

True Copy, TEST: GEORGE T. CROMWELL Clerk.

Jy-5

No. E. C. _____

In the Case of

THE SALE OF THE MORTGAGED REAL ESTATE OF
ROBERT C. BURTON and
MAE O. BURTON, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,991 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 JUL 25 AM 1:32

All of which is respectfully submitted.

July 25, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th day of August, 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.

Eleanor G. Owings, Acting
Clerk
Per: Inez Bell, deputy

FILED

1962 AUG 10 AM 9:43

Dr. Mortgaged Real Estate of Robert C. Burton & Mae O. Burton, his wife

LIBER 140 PAGE 541

In Acct. with George E. Rullman, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed	6,500	00			
By	Interest on deferred payment, 6% on $5,800.00 from 6/7/62 to 7/18/62	39	00			
				6,539	00	
To	Attorney, for fee, viz.	100	00			
To	Attorney, for commissions, viz.	226	17			
				326	17	
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 & Nisi - sale	95	52			
	Speer Publications Inc.-handbills	14	83			
	National Surety Corporation- bond	36	00			
	George W. Scible - Auctioneer's fee	30	00			
	1961 real estate taxes	143	31			
	Adjustment, 1962 real estate taxes & interest from 1/1/62 to 6/7/62	58	42			
	½ Federal & State Revenue stamps	10	72			
	Notary fees	2	00			
				390	80	
To	First Federal Savings & Loan Association of Annapolis, Mortgagee, on account of Mortgage claim			5,761	53	
				6,539	00	

Balance due, as per Mortgage claim filed	7,137	59	
Interest on principal amount, 6% on $6,548.83 from 6/1/62 to 8/10/62	83	25	
	7,220	84	
Credit amount allowed above	5,761	53	
This amount subject to decree in personam	1,459	31	

In the matter of the sale of the Mortgaged Real Estate of Martha Nicholson and Henry Nicholson, her husband	::	In the Circuit Court for Anne Arundel County
	::	- - - - - - - - - -
	::	Equity No. 7420

: :

Mr. Clerk:-

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

Irving H. Mezger
Attorney, assignee

FILED JUNE 1st 1937

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE, MD.

This Mortgage, made this twenty-fourth day of May, in the year one thousand nine hundred and twenty-seven between Martha Nicholson and Henry Nicholson, her husband, of the county of Anne Arundel, in the State of Maryland, Mortgagors, and the Arundel Perpetual Loan and Savings Association of Anne Arundel County, a body corporate, duly incorporated, Mortgagee.

Whereas the said Martha Nicholson and Henry Nicholson, her husband, being members of the said body corporate, have received therefrom an advance of Sixteen hundred dollars ($1600) on sixteen (16) shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now, therefore, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Martha Nicholson and Henry Nicholson, her husband, do grant unto the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, Maryland, and thus described:

Beginning for the same at the end of the first line of H. Nicholson's lot; thence on the southeast side of a one and one-half perch Road, South twenty-five and one-half degrees West thirteen and six-tenths perches ~~to the intersect;~~ thence South, sixty degrees East twenty-two perches to intersect the outline of the whole tract owned by S. Virginia Tubbs, et al; thence on said outline, North forty degrees East thirteen and eight tenths perches to H. Nicholson's lot, and thence on the same, North sixty degrees West twenty-five and eight tenths perches to the beginning. Containing two acres of land, more or less. Together with the right to use in common with others, the roadway above mentioned leading to the public road.

Being the same lot of ground that was granted and conveyed to the said Martha Nicholson by S. Virginia Tubbs et al, by deed dated November 18, 1918, and recorded among the Land Records of Anne Arundel County in Liber W.N.W., No. 9, folio 119.

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

To have and to hold the said lots of ground and premises unto the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns in fee simple.

2

If however, the said Mortgagors shall make the payments and perform the covenants on their part herein contained, then this Mortgage shall be void.

And the said Mortgagors for themselves, their heirs, executors administrators and assigns covenant with the said Mortgagee, its sucoessors and assigns, to perform, as follows, that is to say:

To pay the said Mortgagee, its successors and assigns, weekly, at its regular weekly meeting place, the sum of twenty-five cents as dues, and twelve cents as interest upon each of said sixteen (16) shares of stock, and to continue such payments until the said sixteen (16) shares of stock shall be fully paid; provided that a reduction of twelve cents in said weekly interest be made upon the complete payment of each share as aforesaid, clear of all losses and liabilities; Also to pay all taxes and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its acts of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the said Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the said Mortgagee.

And the said Mortgagors agree not to transfer, assign, grant or convey the property hereby mortgaged, while this mortgage is in effect, and that upon any such assignment, transfer or conveyance by the Mortgagors or any agent or attorney acting for or on behalf of them, without the written consent of the Mortgagees hereto being first obtained, the entire mortgage debt, as represented by this Mortgage, shall become immediately due and payable.

And it is agreed, that until default is made the said Mortgagors or their assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, or Irving H. Mezger, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for four weeks, to sell the

property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz.; Upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of One hundred dollars ($100) and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors 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 Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test:
H. C. Bourke, Jr
Irving H. Merger

Martha {her X mark} Nicholson ....(Seal)

Henry {his X mark} Nicholson ....(Seal)

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this twenty-fourth day of May, in the year of one thousand nine hundred and twenty-seven, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Martha Nicholson and Henry Nicholson, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William Huber, the President of the within body corporate, 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.

H. C. Bourke, Jr.
Notary Public

LIBER 140 PAGE 547

Received for Record 1 day of June 1937 at 1-40 o'clock P.M. and same day recorded in Liber F.S.R., No. 19, Fol. 26, Land Records of Anne Arundel County, Frank S. Revell, Clerk.

9c-No. 481- Ct.

Mortgage
1045.44

From-
Martha Nicholson and Henry Nicholson, her husband.

To-
Arundel Perpetual Loan and Savings Association of Anne Arundel County

5th Election District, A. A. County

Received for Record 28 day of May 1937 at 9 o'clock A.M. and same day recorded in Liber F.S.R., No. 19 Fol. 23 Land Records of Anne Arundel County.
FRANK S. REVELL, Clerk

IRVING H. MEZGER
ATTORNEY AND COUNSELLOR AT LAW
216 E. LEXINGTON STREET
BALTIMORE, MD.

FILES $3.75 Paid

Baltimore, Maryland
May 18th, 1937

The within described mortgage is hereby assigned to Irving H. Mezger, Attorney, for foreclosure purposes.

ARUNDEL PERPETUAL LOAN & SAVINGS ASSOCIATION OF ANNE ARUNDEL CO

By: John P. Helmer
President

Attest:
Robt. M. Farring
Secretary

THE ARUNDEL PERPETUAL LOAN & SAVINGS ASSOCIATION INCORPORATED MARCH 19 1906 SEAL ANNE ARUNDEL COUNTY

IN THE MATTER OF THE	::	IN THE CIRCUIT COURT
SALE OF THE MORTGAGED	::	FOR
REAL ESTATE OF	::	ANNE ARUNDEL COUNTY
MARTHA NICHOLSON AND	::	
HENRY NICHOLSON, her husband	::	In Equity No. 7420

:: :

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, under the mortgage from Martha Nicholson and Henry Nicholson, her husband, to the Arundel Perpetual Loan and Savings Association of Anne Arundel County dated May 24th, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 19, Folio 23, etc.

Balance due on mortgage debt as of March 30th, 1937	$1071.93
To 12 weeks interest at the rate of $1.32 per week to June 22nd, 1937 inclusive	15.84
	$1087.77

Balance to bear interest at the rate of $1.32 per week until settlement.

Jas. E. Hawkins, Treas.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 22nd day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared James E. Hawkins, Treasurer of the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in the said cause now remaining unpaid.

H. C. Bourke, Jr.
Notary Public

H. C. BOURKE, JR. NOTARY PUBLIC

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE, MD.

FILED: June 23, 1937

5

EAGLE INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That ~~We,~~ I, Irving H. Mezger, Attorney, assignee -

as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact 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 ($1500.00) hundred Dollars, current money, 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 18th day of June, Nineteen Hundred and Thirty-seven.

WHEREAS, by virtue of a power of sale contained in a mortgage from Arundel Perpetual Loan and Savings Association of Anne Arundel County to Martha Nicholson and Henry, her husband bearing date on or about the twenty-fourth day of May Nineteen Hundred and twenty-seven the said Irving H. Mezger, Attorney assignee - - - - - - - - - - - - - - - - - - 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 of 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 Irving H. Mezger, Attorney, assignee - 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 Irving H. Mezger, Attorney Assignee e e - - - - - - - - - - - - - - - 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 such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Lina Johnson

Irving H. Mezger (SEAL)
Attorney, assignee

_____________________ (SEAL)

EAGLE INDEMNITY COMPANY

By: Benjamin Wickson
Attorney-in-fact

6

LIBER 140 PAGE 548 B

No. 7420 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Bertha Nicholson & husband.

417 Bond.

Filed & Approved this 21st day of June 1937
Frank A. Munroe Clerk

Filed June 21st. 1937.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(Holder of Contract for Anne Arundel County Advertising.)

LIBER 140 PAGE 549

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1937

We hereby certify, that the annexed Order Nisi - Sale - Equity 7420 - Bertha Nicholson and husband

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2 day of August, 1937. The first insertion being made the 8th day of July, 1937.

THE CAPITAL-GAZETTE PRESS, INC.

By Adaline S. Moore

ORDER NISI

In the Circuit Court for Anne Arundel Co.
No. 7420 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Bertha Nicholson and husband

Ordered, this first day of July, 1937, that the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, attorney, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

2ND DAY OF AUGUST NEXT,

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

The report states that the amount of sales to be $1,000.00.

FRANK A. MUNROE, Clerk.

True Copy,
Test: FRANK A. MUNROE, Clerk. jy-22

No. MG 2885 FILED: Aug 3rd, 1937

IN THE MATTER OF THE :: ER 140 PAGE 550

SALE OF THE MORTGAGED :: IN THE CIRCUIT COURT

REAL ESTATE OF :: FOR ANNE ARUNDEL COUNTY

MARTHA NICHOLSON and :: In Equity No. 7420

HENRY NICHOLSON, her husband ::

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

To the Honorable, the Judge of said Court:

The Report of Sale of Irving H. Mezger, Attorney, assignee, of the mortgage from Martha Nicholson and Henry Nicholson, her husband, in said cause mentioned, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said Attorney, assignee did pursuant of said notice on Monday, June 28th, 1937, at three (3) o'clock P.M., attend on the premises and then and there sold at Public Auction all that lot of ground located in the Fifth Election District of Anne Arundel County, more particularly described in said mortgage together with the improvements thereon, in fee-simple, to Henry C. Bourke, Junior, acting as Agent for the Arundel Federal Savings and Loan Association of Baltimore City, at and for the sum of One thousand ($1000.00) Dollars, of which a deposit of Two hundred ($200.00) Dollars was paid at the time of sale, balance upon ratification of said sale with all expenses to be adjusted to date of sale.

Irving H. Mezger
Attorney, assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of June in the year one thousand nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Irving H. Mezger, Attorney, assignee, of the mortgage, and made oath in due form of law that the matters and facts set forth 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.

A. Evelyn Bishop
NOTARY PUBLIC

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE, MD.

Order Nisi

In the Matter of the Sale of the Mortgaged Real Estate of

~~versus~~

Bertha Nicholson

Husband

BER 140 PAGE 551

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7420 Equity

Ordered, this 1st day of July, 1937. That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney, Assignee ~~Trustees~~.

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

The report states that the amount of sales to be $ 1,000.00

Frank A. Munroe, Clerk.

~~True~~ Copy.

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term. 19

ORDERED BY THE COURT, This 11th day of February, 1941 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same 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~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Rigby Mehrin
Judge

9.

Gazette

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
In Equity No. 7420

IN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF
MARTHA NICHOLSON, and
HENRY NICHOLSON, her
husband

REPORT OF SALE
Final Order Feb. 11, 1941

Mr. Clerk:
Please file, etc.
Irving H. Mezger
Attorney, assignee
Filed 12 February 1941

IRVING H. MEZGER
ATTORNEY AND COUNSELLOR AT LAW
SUITE 563 CALVERT BUILDING
BALTIMORE, MD.

FILED July 1st 1937.
Order Nisi July 1st. 1937.

1401 PAGE 552

GEORGE E. RULLMAN, JR. and	:	EQUITY NO.
JAMES S. VANSANT, JR., TRUSTEES	:	IN THE CIRCUIT COURT
vs	:	FOR
JAMES W. MC CROCKLIN and	:	ANNE ARUNDEL COUNTY
ELVIRA D. MC CROCKLIN, his wife	:	No. 15,009

. . . . . .

MR. CLERK:

Please file the original Deed of Trust, Trust Note, Statement of Debt, and copy of Advertisement.

George E. Rullman, Jr.

George E. Rullman, Jr.

James S. VanSant, Jr.

James S. VanSant, Jr.
Trustees

FILED

1962 MAY 21 PM 3:19

BOOK 1375 PAGE 535

No. 15,009 Equity

THIS DEED OF TRUST, Made this 9th day of March, in the year one thousand nine hundred and sixty, by and between James W. McCrocklin and Elvira D. McCrocklin, his wife, of Anne Arundel County, State of Maryland, hereinafter referred to as party of the first part; and George E. Rullman, Jr. and James S. VanSant, Jr., Trustees as hereinafter referred to, party of the second part.

1411 PAGE 553

WHEREAS, James W. McCrocklin and Elvira D. McCrocklin are justly indebted unto First Federal Savings and Loan Association of Annapolis hereinafter referred to as Beneficiary, in the full sum of Thirty-six Thousand and no/100 Dollars, for money loaned for which the party of the first part has made and delivered to the Beneficiary a promissory note bearing even date with these presents, payable to the order of the Beneficiary, at its principal office located in Annapolis, Maryland.

or at such other place, either within or without the State, as the Beneficiary of said note may in writing from time to time direct, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Interest accounting from the date hereof shall be payable monthly, at the rate of 6 % per annum, on the unpaid principal balance of the aforesaid note, or so much as is advanced hereunder; the first installment thereof to become due and payable on February 1, 1961, and on the first day of each month thereafter, to and including the 9th day of March, 1980 on the 1st day of February, 1961 and thereafter, interest shall be computed at the rate of 6 % per annum and installments of principal and interest shall be paid in the amount of $265.32 Dollars on the first day of February, 1961, and a like or similar sum on the first day of each and every month thereafter, to and including the first day of February, 1961, and the balance of principal and interest remaining unpaid shall become due and payable on the first day of February, 1980, the said monthly payments to be applied first to the payment of interest at the rate of six per centum per annum as aforesaid, on the balance of unpaid principal, and any amount remaning after the payment of interest, shall be applied to the payment of unpaid principal.

1961 MAY 21

SAID NOTE is countersigned by the Notary Public taking acknowledgment to these presents for the purpose of identification.

That together with and in addition to the monthly payment of principal and interest payable under the terms of the debt hereby secured, the party of the first part will pay to the Beneficiary on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and insurance premiums to become due on the property secured hereby such sums to be held by the Beneficiary to pay said taxes and other municipal liens and charges and insurance premiums as and when they become due and payable and any additional sum necessary to pay any deficiency in said taxes, and other municipal liens, and charges and insurance premiums, upon notice by the Beneficiary. Nothing herein contained however, shall prevent the Beneficiary, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

WHEREAS, it is a condition precedent to the granting of the aforesaid loan by the Beneficiary to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to secure the performance of the obligations, covenants and agreements of this Deed of Trust.

3

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part, in consideration of the premises and One Dollar, the receipt whereof prior to the signing of and delivery of these presents, is acknowledged, does grant, convey and assign unto the party of the second part, as Trustees, subject to provisions hereinafter provided, the following land and property, lying and being in the 2nd Election District **of** Anne Arundel County **, State of Maryland, and described as follows, that is to say:**

ALL that lot and parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and being known and designated as Lot 11, Block A, of Kingswood, being described as follows:

Beginning for the same on the southwesterly side of the 50 foot right of way to be known as Lancaster Drive previously described at a point located North 63 degrees 29 minutes 10 seconds West 365.50 feet and South 26 degrees 30 minutes 50 seconds West 25.00 feet from the end of the second line of the same and thence running South 26 degrees 30 minutes 50 seconds West 147.00 feet; thence South 60 degrees 27 minutes 30 seconds West 108.71 feet; thence North 35 degrees 49 minutes 50 seconds West 71.00 feet; thence North 21 degrees 03 minutes 40 seconds East 202.53 feet to intersect the southwesterly side of the aforementioned 50 foot right of way; thence with the same and a curve to the right whose radius is 577.00 feet an arc distance of 54.91 feet; thence South 63 degrees 29 minutes 10 seconds East 88.00 feet to the place of beginning. Contains 0.6244 acres of land, more or less.

Together with the use of the right of way to Severn Grove County Road for the purpose of ingress and egress to the property hereinbefore described, said right of way being described as follows; said right of way to be known as Lancaster Drive in Kingswood.

Beginning for the same on the northwesterly side of the Severn Grove Road at a point distant North 52 degrees 38 minutes 30 seconds East 170.78 feet from the beginning of the eighth line of a description of a 7.3357 acres tract of land conveyed by George B. Woelfel to the McAllan Enterprises, Inc., and intended to be recorded among the Land Records of Anne Arundel County, and thence running through the whole tract North 25 degrees 29 minutes 10 seconds West 145.38 feet to the point of curve of a curve to the left whose radius is 374.00 feet; thence with said curve an arc distance of 248.05 feet; thence North 63 degrees 29 minutes 10 seconds West 365.50 feet to the point of curve of a curve to the left whose radius 602.00 feet; thence with said curve an arc distance of 169.86 feet; thence North 79 degrees 39 minutes 10 seconds West 216.00 feet to the point of curve of a curve to the right whose radius is 248.00 feet; thence with said curve an arc distance of 174.22 feet; thence North 39 degrees 24 minutes 10 seconds West 100.00 feet to the end of this section of right of way. Contains 1.6288 acres, more or less.

BEING the identical property which was conveyed to the said James W. McCrocklin and Elvira D. McCrocklin, his wife, by McCall Developers, Inc., and McAllan Construction Co., Inc. by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

Together with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the party of the first part represents as annexed to and forming a part of the realty and as subject to the lien of this deed of trust;

Together with the possession and the right of possession of the aforegoing;

And Together with the rents, income, issues and profits accruing therefrom, provided that the party of the first part shall be entitled to collect, and receive the same while no default exists in the terms of the aforesaid note or of this deed of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUSTS:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust;

In trust to release and re-convey the aforesaid land and property to the party of the first part, at the cost of the party of the first part, upon payment of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this deed of trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid;

And upon this further trust, that upon failure to erect upon the aforesaid land within twelve months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a con-

5

tract existing between the party of the first part and the Beneficiary, or in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this deed of trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest shall be immediately due and payable without notice, notice of such election being expressly waived, and, at the election of the Beneficiary, the party of the second part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the party of the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days notice of the time, place, manner and terms of sale in a newspaper printed in Anne Arundel County, State of Maryland and such other notice as said Trustees deem expedient. Such sale may be of the whole or any part of said land and property, provided, however, that the party of the second part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper. In the event of such sale the party of the second part, as Trustees, shall have the power and it shall be the duty of the party of the second part, as Trustees, to convey the land and property so sold in fee simple to the purchaser or purchasers in compliance with the terms of said sale and at the cost of said purchaser or purchasers who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale or sales: Firstly, to pay all proper costs, charges and expenses of such sale including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one or more of the covenants and agreements of this deed of trust which were not fulfilled by the party of the first part as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale is made; Secondly, to pay the principal remaining unpaid with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this deed of trust the principal remaining unpaid

with accrued interest shall become immediately due and payable at the election of the Beneficiary; and Lastly, to pay the remainder of said proceeds, if any, to the said party of the first part upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors or assigns thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any, of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided computed on the amount of the indebtedness.

AND the party of the first part for themselves, their heirs, executors, administrators, successors, and assigns, covenants and agrees as follows:

To pay the aforesaid note in accordance with its terms;

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite;

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property;

To pay all costs, commissions and expenses, together with Insurance Premiums including counsel fees, incurred in relation to the aforesaid note, this trust, or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this deed of trust;

To keep the aforesaid land and property in a good state of repair and in tenantable condition to the satisfaction of the Beneficiary, and to obtain the written consent of the Beneficiary before demolishing, removing or materially altering any building or improvement now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may

from time to time be required by the Beneficiary; to procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory of the Beneficiary; that all insurance policies shall be held by, be for the benefit of, and first and solely payable, in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy; that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest or other charges secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary; that at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this deed of trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of

paying the same and of effecting such insurance and all moneys so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum from the date of payment by the Beneficiary and shall be secured hereby;

That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefor, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both.

It is agreed that the terms party of the first part, party of the second part, Trustees and Beneficiary shall be construed to include the singular, the plural, the masculine, feminine and neuter genders and the heirs, executors, administrators, successors and assigns thereof where the context may require or permit.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

WITNESS the hands and seals of the party of the first part.

WITNESS:

Ann C. Ritter

James W. McCrocklin (SEAL)

Elvira D. McCrocklin (SEAL)

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

I HEREBY CERTIFY, that on this 9th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared James W. McCrocklin and Elvira D. McCrocklin, his wife, ~~appeared~~ the parties of the first part herein, and acknowledged the foregoing Deed of Trust to be their act, and deed.

AS WITNESS my hand and Notarial Seal.

ANN C. RITTER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Notary Public
Ann C. Ritter

Rec'd for record March 10, 1960 at 11:34 A.M.
Mailed to George E. Sullivan, Jr.

No. 15,009 Equity

$ 36,000.00 March 9, 1960

ER 140 PAGE 561

FOR VALUE RECEIVED, we, James W. McCrocklin and Elvira D. McCrocklin, his wife,

promise to pay to the order of First Federal Savings and Loan Association of Annapolis hereinafter referred to as the Beneficiary, the principal sum of Thirty-six Thousand Dollars together with interest at the rate of 6% per annum, on the principal balance of this Note, or so much as is advanced hereof, said interest being payable at the rate of 6% per annum, and the sum of $265.32 on account of balance together with 1/12 annual taxes and insurance premium, payable monthly and said principal being due and payable twenty (20) years from the date hereof, such principal and interest thereon being payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment at the office of First Federal Savings and Loan Association of Annapolis, Annapolis, Md.

THIS NOTE is secured by a first Deed of Trust of even date herewith and executed and delivered by James W. McCrocklin and Elvira D. McCrocklin, his wife, the maker thereof to George E. Rullman, Jr. and James S. VanSant, Jr. Trustees, conveying certain real estate and property located in 2nd Election Dist., Anne Arundel County State of Maryland therein described, said property being known as Lot 11, Block A, Kingswood

the terms and conditions of which said Deed of Trust are made a part hereof, and controlled in the interpretation and enforcement of this Note.

IT IS HEREBY AGREED, That if default be made in the payment of the principal sum of money, together with interest thereon, as provided or if default be made in the performance of or compliance with the covenants and conditions of said Deed of Trust securing this Note, and said default shall continue for thirty days, then in any or all of such events the entire unpaid balance of the principal of this Note, with all interest thereon then accrued, shall at the option of the Beneficiary of this Note, become due and payable and collectible on the conditions, as expressly provided in said Deed of Trust, time being of the essence of this obligation.

James W. McCrocklin

James W. McCrocklin

Elvira D. McCrocklin

Elvira D. McCrocklin

WITNESS:

Ann C. Ritter

Ann C. Ritter

I HEREBY CERTIFY that the foregoing promissory note has been identified to me as that one certain promissory note described in a Deed of Trust to George E. Rullman, Jr. and James S. VanSant, Jr. dated the 9th day of March, 1960 and recorded or intended to be recorded among the Land Records of Anne Arundel County County, Maryland.

WITNESS my hand and Official Seal this 9th day of March, 1960.

Ann C. Ritter

Ann C. Ritter, Notary Public.

FILED

1962 MAY 21 PM 3:20

10

GEORGE W. SCIBLE. . . . . 140 PAGE 562 No. 15,009 Equity . . . . . AUCTIONEER

TRUSTEES SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IN THE DEVELOPMENT KNOWN AS KINGSWOOD, IMPROVED BY A TWO STORY COLONIAL BRICK DWELLING, APPROXIMATELY EIGHTY PERCENT (80%) COMPLETE, CONTAINING UTILITY ROOM, STORAGE ROOM, LIVING ROOM, DINING ROOM, KITCHEN, FIVE BEDROOMS, THREE BATHS, FIREPLACES, TWO CAR GARAGE WITH SUNDECK.

Under and by virtue of the power of sale contained in a Deed of Trust from James W. McCrocklin and Elvira D. McCrocklin, his wife, to George E. Rullman, Jr. and James S. VanSant, Jr., Trustees, dated March 9, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 535, the undersigned Trustees named in said Deed of Trust to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JUNE 19, 1962

AT 11:00 O'CLOCK, A.M.

the following described property, namely:

ALL that lot and parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and being known and designated as Lot 11, Block A, of Kingswood, being described as follows:

Beginning for the same on the southwesterly side of the 50 foot right of way to be known as Lancaster Drive previously described at a point located North 63 degrees 29 minutes 10 seconds West 365.50 feet and South 26 degrees 30 minutes 50 seconds West 25.00 feet from the end of the second line of the same and thence running South 26 degrees 30 minutes 50 seconds West 147.00 feet; thence South 60 degrees 27 minutes 30 seconds West 108.71 feet; thence North 35 degrees 49 minutes 50 seconds West 71.00 feet; thence North 21 degrees 03 minutes 40 seconds East 202.53 feet to intersect the southwesterly side of the aforementioned 50 foot right of way; thence with the same and a curve to the right whose radius is 577.00 feet an arc distance of 54.91 feet; thence South 63 degrees 29 minutes 10 seconds East 88.00 feet to the place of beginning. Contains 0.6244 acres of land, more or less.

Together with the use of the right of way to Severn Grove County Road for the purpose of ingress and egress to the property hereinbefore described, said right of way being described as follows: said right of way to be known as Lancaster Drive in Kingswood.

BEING the identical property which was conveyed to James W. McCrocklin and Elvira D. McCrocklin, his wife, by McCall Developers, Inc., a body corporate, and McAllan Construction Co., Inc., a body corporate, by deed dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 532.

TOGETHER with the use in common of a right of way described in a Partial Release from George C. Pendleton and Daniel M. Lyons, Trustees for Investors Service Inc. to McCall Developers Incorporated and McAllan Construction Company, Incorporated, dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 529.

FILED

1962 MAY 21 PM 3:20

//

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

GEORGE E. RULIMAN, JR.
JAMES S. VANSANT, JR.
Trustees named in Deed of Trust
140 South Street, Annapolis, Md.

GEORGE E. RULLMAN, JR. and	:	EQUITY NO.
JAMES S. VANSANT, JR., TRUSTEES	:	IN THE
VS	:	CIRCUIT COURT
JAMES W. MC CROCKLIN and	:	FOR
ELVIRA D. MC CROCKLIN, his wife	:	ANNE ARUNDEL COUNTY

No. 15,009 Equity

STATEMENT OF DEBT

Original Principal Amount of Deed of Trust	$36,000.00
Add Interest from March, 1960 to May, 1962	4,295.18+
Add Insurance Premium paid by Association	60.68+
Add Inspection Fees on Construction	120.00+
Total due on loan	40,475.86
Less Amount in Expense Account	339.32-
Less Amount left in Construction Account	7,750.00-
Total Claim	$32,386.54

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

I Hereby Certify that on this 21st day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Jr. and James S. Van Sant, Jr., Trustees of the aforesaid Deed of Trust, and made oath in due form of law that the above statement is correct to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires 5/6/63.

FILED

1962 MAY 21 PM 3:20

13

140 PAGE 565

GEORGE E. RULLMAN, JR. and	:	EQUITY NO. 15,009
JAMES S. VANSANT, JR., TRUSTEES	:	IN THE
vs	:	CIRCUIT COURT
JAMES W. MC CROCKLIN and	:	FOR
ELVIRA D. MC CROCKLIN, his wife	:	ANNE ARUNDEL COUNTY

. . . . . .

PETITION TO APPOINT COUNSEL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Jr. and James S. VanSant, Jr., Trustees named in a Deed of Trust, respectfully represents:

I

That on or about March 9, 1960, the defendants herein executed and delivered unto George E. Rullman, Jr. and James S. VanSant, Jr., Trustees, a Deed of Trust and Note in the principal sum of Thirty-six Thousand Dollars ($36,000.00) on Lot 11, Kingswood, Second Election District of Anne Arundel County, Maryland.

II

That your Petitioners on or about May 21, 1962, by virtue of and pursuant to the power contained in the said Deed of Trust (default having occurred under the covenants therein contained) instituted foreclosure proceedings and have arranged for advertising the sale of the encumbered premises; said sale to take place on Tuesday, June 19, 1962 at 11:00 o'clock, A. M.

III

That one of the defendants herein, namely: James W. McCrocklin is in the Armed Forces of the United States with the rank of Captain in the United States Navy and whose last known mailing address is 100 Poplar Drive, Falls Church, Virginia.

IV

That the defendants herein have abandoned the premises mentioned in these proceedings and no monthly payments have been made on account of the Deed of Trust and Note since the date of its signing, March 9, 1960.

WHEREFORE Your Petitioners being unable to file the usual Military Affidavit pray this Honorable Court to appoint Counsel to represent

1962 MAY 23 PM 2:13

4

the said James W. McCrocklin in the proceedings to protect whatever rights he may have in the encumbered premises mentioned in these proceedings.

George E. Rullman Jr.
George E. Rullman, Jr.

James S. VanSant
James S. VanSant, Jr.,
Trustees named in Deed of Trust
Petitioners

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

I Hereby Certify that on this 22nd day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Jr. and James S. VanSant, Jr., Trustees under the aforesaid Deed of Trust, and made oath in due for of law that the allegations contained in the foregoing Petition are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

15

140 PAGE 567

GEORGE E. RULLMAN, JR., and	:	EQUITY NO.
JAMES S. VANSANT, JR., TRUSTEES	:	IN THE
vs	:	CIRCUIT COURT
JAMES W. MC CROCKLIN and	:	FOR
ELVIRA D. MC CROCKLIN, his wife	:	ANNE ARUNDEL COUNTY

. . . . . .

ORDER

Upon the foregoing Petition and Affidavit, it is this 28th day of May, 1962, ORDERED by the Circuit Court for Anne Arundel County in Equity that Julian B. Stevens be and he is hereby appointed to act as counsel for the said James W. Mc Crocklin for the purpose of protecting whatever rights he may have in the encumbered premises mentioned in these proceedings.

D. Bruce Dunbaugh
JUDGE

FILED

1962 MAY 28 AM 11:17

F. 21733 1/55

no. 15,009 Equity

MORTGAGEES OR ATTORNEYS BOND. LIBER 11 PAGE 351

141 PAGE 568

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, Jr. and James S. VanSant, Jr., of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY-FIVE 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 5th day of June, in the year of our Lord 1962

WHEREAS, the above bounden George E. Rullman, Jr. and James S. VanSant, Jr.

by virtue of the power contained in a ~~mortgage~~ Deed of Trust from James W. McCrocklin and Elvira D. McCrocklin, his wife to George E. Rullman, Jr. & James S. VanSant, Jr. bearing date the 9th day of March, 1960 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1375 Folio 535 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman, Jr. and James S. VanSant, Jr.

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman, Jr. and James S. VanSant, Jr.

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman Jr. [SEAL]

James S. VanSant Jr. [SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Whedbee
Mary F. Whedbee

Attorney-in-fact

Bond approved this 8 day of June 1962

George T. Cromwell Clerk

aj

FILED

1962 JUN -8 PM 1:25

Trustee's Sale

OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND IN THE DEVELOPMENT KNOWN AS KINGSWOOD, IMPROVED BY A TWO STORY COLONIAL BRICK DWELLING, APPROXIMATEL EIGHTY PER CENT (80 PER CENT) COMPLETE, CONTAINING UTILITY ROOM, STORAGE ROOM, LIVING ROOM, DINING ROOM, KITCHEN, FIVE BEDROOMS, THREE BATHS, FIREPLACES, TWO CAR GARAGE WITH SUNDECK.

Under and by virtue of the power of sale contained in a Deed of Trust from James W. McCrocklin and Elvira D. McCrocklin, his wife, to George E. Rullman, Jr. and James S. VanSant, Jr., Trustees, dated March 9, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 535, the undersigned Trustees named in said Deed of Trust to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY
JUNE 19, 1962 at
11:00 o'clock, A.M.,

the following described property, namely:

ALL that lot and parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and being known and designated as Lot 11, Block A, of Kingswood, being described as follows:

Beginning for the same on the southwesterly side of the 50 foot right of way to be known as Lancaster Drive previously described at a point located North 63 degrees 29 minutes 10 seconds West 365.50 feet and South 26 degrees 30 minutes 50 seconds West 25.00 feet from the end of the second line of the same and thence running South 26 degrees 30 minutes 50 seconds West 147.00 feet; thence South 60 degrees 27 minutes 30 seconds West 108.71 feet; thence North 35 degrees 49 minutes 50 seconds West 71.00 feet; thence North 21 degrees 03 minutes 40 seconds East 202.53 fee to intersect the southwesterly side of the aforementioned 50 foot right of way; thence with the same and a curve to the right whose radius is 577.00 feet an arc distance of 54.91 feet; thence South 63 degrees 29 minutes 10 seconds East 88.00 to the place of beginning. Contains 0.6244 acres of land, more or less.

18 N

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

1401 PAGE 563

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 14, 1962

We hereby certify, that the annexed

Trustee's Sale

James W. McCrocklin
15007 Eg

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of June, 1962. The first insertion being made the 24th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel V. Eghammer

Together with the use of the right of way to Severn Grove County Road for the purpose of ingress and egress to the property hereinbefore described, said right of way being described as follows: said right of way to be known as Lancaster Drive in Kingswood.

BEING the identical property which was conveyed to James W. McCrocklin and Elvira D. McCrocklin, his wife, by McCall Developers, Inc., a body corporate, and McAllan Construction Co., Inc., a body corporate, by deed dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 532.

TOGETHER with the use in common of a right of way described in a Partial Release from George C. Pendleton and Daniel M. Lyons, Trustees for Investors Service Inc. to McCall Developers Incorporated and McAllan Construction Company Incorporated, dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 529.

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

GEORGE E. RULLMAN, JR.
JAMES S. VANSANT, JR.
Trustees named in Deed of Trust
140 South Street, Annapolis, Md.
GEORGE W. SCIBLE
Auctioneer

Ju-14

GEORGE W. SCIBLE ..... LIBER 140 PAGE 571 ..... AUCTIONEER

TRUSTEE'S SALE

OF VALUABLE

Residence Property

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IN THE DEVELOPMENT KNOWN AS KINGSWOOD, IMPROVED BY A TWO STORY COLONIAL BRICK DWELLING, APPROXIMATELY EIGHTY PERCENT (80%) COMPLETE, CONTAINING UTILITY ROOM, STORAGE ROOM, LIVING ROOM, DINING ROOM, FIVE BEDROOMS, KITCHEN, THREE BATHS, FIREPLACES, TWO CAR GARAGE WITH SUNDECK.

Under and by virtue of the power of sale contained in a Deed of Trust from James W. McCrocklin and Elvira D. McCrocklin, his wife, to George E. Rullman, Jr. and James S. VanSant, Jr., Trustees, dated March 9, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 535, the undersigned Trustees named in said Deed of Trust to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, June 19, 1962

AT 11:00 O'CLOCK, A.M.

the following described property, namely:

ALL that lot and parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and being known and designated as Lot 11, Block A, of Kingswood, being described as follows:

Beginning for the same on the southwesterly side of the 50 foot right of way to be known as Lancaster Drive previously described at a point located North 63 degrees 29 minutes 10 seconds West 365.50 feet and South 26 degrees 30 minutes 50 seconds West 25.00 feet from the end of the second line of the same and thence running South 26 degrees 30 minutes 50 seconds West 147.00 feet; thence South 60 degrees 27 minutes 30 seconds West 108.71 feet; thence North 35 degrees 49 minutes 50 seconds West 71.00 feet; thence North 21 degrees 03 minutes 40 seconds East 202.53 feet to intersect the southwesterly side of the aforementioned 50 foot right of way; thence with the same and a curve to the right whose radius is 577.00 feet an arc distance of 54.91 feet; thence South 63 degrees 29 minutes 10 seconds East 88.00 feet to the place of beginning. Contains 0.6244 acres of land, more or less.

1411 PAGE 572

Together with the use of the right of way to Severn Grove County Road for the purpose of ingress and egress to the property hereinbefore described, said right of way being described as follows: said right of way to be known as Lancaster Drive in Kingswood.

BEING the identical property which was conveyed to James W. McCrocklin and Elvira D. McCrocklin, his wife, by McCall Developers, Inc., a body corporate, and McAllan Construction Co., Inc., a body corporate, by deed dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. 1375, Folio 532.

TOGETHER with the use in common of a right of way described in a Partial Release from George C. Pendleton and Daniel M. Lyons, Trustees for Investors Service Inc. to McCall Developers Incorporated and McAllan Construction Company, Incorporated, dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, Folio 529.

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

GEORGE E. RULLMAN, JR.
JAMES S. VANSANT, JR.
Trustees named in Deed of Trust
140 South Street, Annapolis, Md.

I Hereby Certify that I, John M. Thomas, Agent of First Federal Savings and Loan Association of Annapolis, did purchase at Public Sale at the Court House Door in the City of Annapolis on Tuesday, June 19, 1962, at 11:00 o'clock, a.m., the property described on the reverse side hereof at and for the sum of Twenty-six Thousand Eight Hundred Dollars ($26,800.00) from George W. Scible, Auctioneer; I, as Agent of First Federal Savings & Loan Association of Annapolis, being then and there the highest bidder therefor; and I, as Agent of First Federal Savings & Loan Association of Annapolis, agree to comply with the terms of sale.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
OF ANNAPOLIS

John M. Thomas, Vice President - Agent

I Hereby Certify that I, as Auctioneer, did offer the property described on the reverse side hereof at Public Sale at the Court House Door in the City of Annapolis, on Tuesday, June 19, 1962, at 11:00 o'clock, a.m., and sold the same to John M. Thomas, Agent for First Federal Savings and Loan Association of Annapolis, at and for the sum of Twenty-six Thousand Eight Hundred Dollars ($26,800.00), he, as Agent for First Federal Savings and Loan Association of Annapolis, being then and there the highest bidder therefor; and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 19th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John M. Thomas, Agent for First Federal Savings and Loan Association of Annapolis, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was acting as Agent for First Federal Savings and Loan Association of Annapolis, and that First Federal Savings and Loan Association of Annapolis was not acting as agent for anyone.

2. That First Federal Savings and Loan Association is the sole interested party and is to hold title to this real estate.

3. That neither he, as agent, nor First Federal Savings and Loan Association have not, directly or indirectly, discouraged anyone from bidding for said property and that the sale was open to all bidders.

John M. Thomas, Vice President, Agent
for First Federal Savings & Loan Association
of Annapolis

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

CLERK'S OFFICE 1962 JUN 20 PM 1:01

GEORGE E. RULLMAN, JR. and	:	EQUITY NO. 15,009
JAMES S. VANSANT, JR., TRUSTEES	:	IN THE
vs	:	CIRCUIT COURT
JAMES W. MC CROCKLIN and	:	FOR
ELVIRA D. MC CROCKLIN, his wife	:	ANNE ARUNDEL COUNTY

. . . . . .

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Jr. and James S. VanSant, Jr., Trustees named in the Deed of Trust filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Deed of Trust from James W. McCrocklin and Elvira D. McCrocklin, his wife, to George E. Rullman, Jr. and James S. VanSant, Jr., Trustees, dated March 9, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, folio 535, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Jr. and James S. VanSant, Jr., Trustees as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the Deed of Trust and of the law for such cases made and provided, offered the property in said Deed of Trust described for sale by Public Auction at the Court House Door in the City of Annapolis, Maryland on Tuesday, June 19, 1962, at 11:00 o'clock, a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Twenty-six Thousand Eight Hundred Dollars ($26,800.00), it being then and there the highest bidder therefor, which property is described as follows:

ALL that lot and parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and being known and designated as Lot 11, Block A, of Kingswood, being described as follows:

1962 JUN 20 PM 1:01

BEGINNING for the same on the southwesterly side of the 50 foot right of way to be known as Lancaster Drive previously described at a point located North 63 degrees 29 minutes 10 seconds West 365.50 feet and South 26 degrees 30 minutes 50 seconds West 25.00 feet from the end of the second line of the same and thence running South 26 degrees 30 minutes 50 seconds West 147.00 feet; thence South 60 degrees 27 minutes 30 seconds West 108.71 feet; thence North 35 degrees 49 minutes 50 seconds West 71.00 feet; thence North 21 degrees 03 minutes 40 seconds East 202.53 feet to intersect the southwesterly side of the aforementioned 50 foot right of way; thence with the same and a curve to the right whose radius is 577.00 feet an arc distance of 54.91 feet; thence South 63 degrees 29 minutes 10 seconds East 88.00 feet to the place of beginning. Contains 0.6244 acres of land, more or less.

TOGETHER with the use of the right of way to Severn Grove County Road for the purpose of ingress and egress to the property hereinbefore described, said right of way being described as follows: said right of way to be known as Lancaster Drive in Kingswood.

BEING the identical property which was conveyed to James W. McCrocklin and Elvira D. McCrocklin, his wife, by McCall Developers, Inc., a body corporate, and McAllan Construction Co., Inc., a body corporate, by deed dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, folio 532.

TOGETHER with the use in common of a right of way described in a Partial Release from George C. Pendleton and Daniel M. Lyons, Trustees for Investors Service Inc. to McCall Developers Incorporated and McAllan Contruction Company, Incorporated, dated February 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, folio 529.

AND the said Trustees further report that they have received from the said purchaser the deposit as required by the terms of sale, and have also received the purchaser's agreement to comply with the terms of sale, which are as follows:

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

Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman Jr.
George E. Rullman, Jr.

James S. VanSant Jr.
James S. VanSant, Jr.
Trustees named in Deed of Trust

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

I Hereby Certify that on this 19th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Jr. and James S. VanSant, Jr., Trustees as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

23

ORDER NISI

GEORGE E. RULLMAN, JR. and
JAMES S. VANSANT, JR., TRUSTEES

versus

JAMES W. MCCROCKLIN and
ELVIRA D. MCCROCKLIN, his wife

LIBER 140 PAGE 577

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,009 Equity

Ordered, this 20th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, JR., and JAMES S. VANSANT, JR., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of July next.

The report states that the amount of sale was $ 26,800.00

George T. Crandell Clerk.

True Copy,

TEST: Clerk.

GEORGE E. RULLMAN, JR. & JAMES S. VANSANT, JR. Trustees
(Final Order)

"Evening Capital" (For June 22nd Edition)

GEORGE E. RULLMAN, JR. and
JAMES S. VANSANT, JR., TRUSTEES

versus

JAMES W. MCCROCKLIN and
ELVIRA D. MCCROCKLIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of July, 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.

George Sachse
JUDGE.

1962 JUL 25 PM 2:10

POST OFFICE BOX 174
ANNAPOLIS, MARYLAND

TELEPHONE
COLONIAL 8-1852

JULIAN B. STEVENS, JR.
ATTORNEY AND COUNSELOR AT LAW
140 SOUTH STREET
ANNAPOLIS, MARYLAND

140 PAGE 578

May 29, 1962

Capt. James W. McCrocklin, USN
100 Poplar Street
Falls Church, Virginia

Re: Deed of Trust conveying Lot 11, Kingswood, Second Election District of Anne Arundel County to First Federal Savings & Loan Assn. (Rullman and Vansant, Trustees)

Dear Capt. McCrocklin:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that court concerning the above referenced property and Deed of Trust. Unless this property is redeemed or you have a defense to the foreclosure proceedings this property will be sold on Tuesday, June 19, 1962, to satisfy your outstanding obligation under the Deed of Trust.

If you plan to redeem or have a defense to this proceeding please communicate with me at once by telephone or return mail. If you have no objection to these proceedings please notify me to that effect by return mail.

Your immediate reply to this letter is solicited so that I can offer any defense that you may have or so that I can file your consent if you have no objection.

Sincerely yours,

J. B. Stevens, Jr.

JBS:m

COPY

No. 493835

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
CAPT. James W. McCracklin USN

STREET AND NO.
100 Poplar Street

CITY AND STATE
Falls Church, Virginia

POSTMARK OR DATE
ANNAPOLIS MD. MAY 31 1962

If you want a return receipt, check which
☑ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

#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)*

C55—16—[illegible]548-4 GPO

GEORGE E. RULLMAN, JR, and	*	IN THE
JAMES I. VAN SANT, JR.	*	CIRCUIT COURT
TRUSTEES		FOR
vs.	*	ANNE ARUNDEL COUNTY
JAMES W. McCROCKLIN and	*	
ELVIRA P. McCROCKLIN, his wife		NO. 15,009 EQUITY

* * * * *

ANSWER

The answer of Julian B. Stevens, Jr., Attorney for the Defendant, James W. McCrocklin, respectfully shows:

1. That he was appointed by this honorable Court May, 1962, to represent the said defendant.

2. That immediately thereafter on the 29th day of May, 1962, he advised the defendant, James W. McCrocklin, of these proceedings by certified letter, return receipt requested, copies of the letter being attached hereto, and he further says that he has received the return receipt as evidenced by its filing herewith.

3. That the defendant, James W. McCrocklin, contacted this attorney concerning this sale and stated that he planned to attend this sale.

4. That the defendant neither admits, nor denies the allegations of the petition for foreclosure and he submits his rights to the decision of this honorable Court.

And as in duty bound, etc.

Julian B. Stevens, Jr.
Attorney for Defendant
140 South Street
Annapolis, Maryland
COlonial 8-1852

I HEREBY CERTIFY that on this 27th day of June, 1962, I mailed a copy of the aforegoing answer to George E. Rullman, Esquire, 140 South Street, Annapolis, Md.

Julian B. Stevens, Jr.

FILED

1962 JUN 28 PM 1:53

GEORGE E. RULLMAN, JR., and	*	IN THE
JAMES I. VAN SANT, JR.	*	CIRCUIT COURT
TRUSTEES		FOR
vs.	*	ANNE ARUNDEL COUNTY
JAMES W. McCROCKLIN and	*	
ELVIRA P. McCROCKLIN, his wife		NO. 15,009 EQUITY

* * * * *

PETITION FOR FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Julian B. Stevens, Jr., respectfully represents unto this Honorable Court:

1. That he was appointed by this Honorable Court to represent the defendant in the above entitled cause on the 28th day of May, 1962.

2. That he advised the defendant, James W. McCrocklin, of these proceedings by certified letter, return receipt requested, a copy of said letter and the return receipt showing receipt being attached hereto.

3. That the said defendant contacted your petitioner by telephone on June 11, 1962, and requested your petitioner to request the trustees to allow him additional time to make up his delinquent payment.

4. That your petitioner contacted George E. Rullman, Jr., Trustee, in regards to this request and was informed that the defendant had received several extensions of time in which to make up his delinquent payments and that no additional time could be granted.

5. That your petitioner conferred with the said defendant on June 1962, and advised him of the consequences of these proceedings.

6. That your petitioner filed an answer in these proceedings for the said defendant.

7. That your petitioner believes he is entitled to a reasonable fee for services rendered as attorney for the defendant in the above entitled cause, and that such fee be allowed as part of the court cost in this matter.

1962 JUN 29 PM 3:

And as in duty bound, etc.

Julian B. Stevens, Jr.
Attorney for defendant

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

I HEREBY CERTIFY, that on this 29th day of June, 1962, personally appeared Julian B. Stevens, Jr., Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to his best knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

ORDER

Upon the aforegoin Petition and Affidavit it is this 10th day of June, 1962;

ORDERED, by the Circuit Court for Anne Arundel County, that Julian B. Stevens, Jr. be and he is hereby allowed a fee for his services in this matter in the amount of $50.00, and

IT IS FURTHER ORDERED, that the said fee shall be taxed as part of the court cost in this cause.

JUDGE

I HEREBY CERTIFY that on this 29th day of June, 1962, I mailed a copy of the aforegoing Petition for fee, Affidavit and Order to George E. Rullman, Esquire, 140 South Street, Annapolis, Maryland.

Julian B. Stevens, Jr.

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,009 EQUITY

GEORGE E. RULLMAN, JR. and JAMES S. VANSANT, JR., Trustees

versus

JAMES W. McCROCKLIN and ELVIRA D. McCROCKLIN, his wife

Ordered, this 20th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, JR., and JAMES S. VANSANT, JR., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of July next.

The report states that the amount of sale was $26,800.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-13

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

1401 PAGE 583

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 19, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,009

James W. McCrocklin

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 July, 1962. The first insertion being made the 22nd day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 29021

By Hazel Tilghman

In the Case of

ER 140 PAGE 584

GEORGE E. RULLMAN, JR. and
JAMES S. VANSANT, JR., Trustees

VS.

JAMES W. McCROCKLIN and
ELVIRA D. McCROCKLIN, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,009 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.

FILED
1962 AUG 1 PM 3:33

All of which is respectfully submitted.

August 1, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of August, 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.

Eleanor S. Jennings, Acting
Clerk
Per: Joy Bell, deputy

FILED
1962 AUG 17 AM 9:10

Dr. Mortgaged Real Estate of James W. McCrocklin and Elvira D. McCrocklin, his wife

LIBER 140 PAGE 585

In Acct. with George E. Rullman, Jr. & James S. VanSant, Jr., Trustees

					Cr.	
By	Amount of Sale, as per Trustees' Report of Sale Filed	26,800	00			
By	Interest, 6%, on deferred payment, $24,120.00 from 6/19/62 to 7/26/62	148	74			
				26,948	74	
To	Trustees, for commissions, viz.	812	97			
				812	97	
To	Trustees, for court costs					
	Plaintiff's Solicitor, appearance fee	10	00			
	Defendants Solicitor, appearance fee	10	00			
	Julian B. Stevens, counsel fee as per Order of Court 6/10/62	50	00			
	Clerk, court costs	35	25			
	Auditor, this account	22	50			
				127	75	
To	Trustees, for disbursements, viz.					
	Capital-Gazette Press, Inc. Advertisement & Nisi- Sale	123	52			
	Speer Publications, Inc.- handbills	15	65			
	National Surety Corporation- bond	140	00			
	George W. Scible-Auctioneer's fee	100	00			
	Notary fees	2	25			
	1961 State & County taxes	531	30			
	Adjustment- 1962 State & County taxes	238	99			
				1,151	71	
To	First Federal Savings & Loan Assoc. of Annapolis, Mortgagee, on account of Mortgage			24,856	31	
				26,948	74	

Balance due, as per Mortgage claim filed	32,386	54	
Interest, 6%, on principal balance $27,910.68 from 6/1/62 to 8/16/62	353	50	
	32,740	04	
Credit amount allowed above	24,856	31	
This amount subject to decree in personam	7,883	73	

E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

liber 140 PAGE 587

BERKSHIRE LIFE INSURANCE COMPANY,
Assignee
Pittsfield, Massachusetts
Plaintiff

Vs.

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife
1012 Forest Drive, Annapolis, Maryland

Docket 20 Folio 207
Case No. 4,977 Equity
Filed

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 12th day of September A.D. 1958 the defendants Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain fee simple property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $8,000.00 and interest as therein mentioned, ~~wherein~~ which mortgage was short assigned on the same day to Berkshire Life Insurance Company, Pittsfield, Massachusetts, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

~~Attorney for Plaintiff~~

MORTGAGE—(Maryland)—CONVENTIONAL

LIBER 1235 PAGE 41

No. 14,977 Equity

THIS MORTGAGE, Made this 12th day of September ---------- in the year one thousand nine hundred and **fifty-eight** ---------- between

HARRY C. GODDARD and DOLORES E. GODDARD, his wife ---------- Mortgagor, and WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

1411 PAGE 583

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of EIGHT THOUSAND AND NO/100 ---------- Dollars

($ 8,000.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of SIX (6%) per cent per annum ----------

payable monthly ---------- in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of ---------- EIGHT THOUSAND AND NO/100 ---------- Dollars

($8,000.00), due and payable as follows: Interest on the aforesaid sum of ---------- Eight Thousand and No/100 ---------- Dollars accounting from the date hereof to be paid on the first day of October 1958 ---------- and thereafter the sum of Fifty-eight and No/100 ------($58.00)---------- Dollars on the first day of November 1958------- and the same amount on the first day of every month thereafter, up to and including the first day of September 1978 ---------- and the balance of principal and interest remaining unpaid shall be payable on the first day of October 1978 and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of six (6%) per cent --------- per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment 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 debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, Mathieson Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said HARRY C. GODDARD and DOLORES E. GODDARD, his wife ---------- ---------- Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in Anne Arundel County ---------- in the State of Maryland, and described as follows, viz.:

ALL that lot of ground in the City of Annapolis, Sixth Election District (formerly the Second Election District, Anne Arundel County, State of Maryland, known as Lot Number 8, Plat 2, of Forest Hills, and more particularly described as follows:

BEGINNING for the same at a point on the northerly side of Forest Drive, said point being in the divisional line between Lots Numbers 7 and 8, as shown on Plat Number 2 of Forest Hills, said plat to be recorded among the Plat Records of Anne Arundel County, Maryland, and running thence from said point of beginning, and along said divisional line North 1° 06' West 175.0 feet to an iron pipe there set; thence North 88° 54' East 60.06 feet to a point in the divisional line between Lots Numbers 8 and 9; thence running along the said last mentioned divisional line the two following courses and distances: South 6° 55' East 108.64 feet and South 4° 27' East 66.83 feet to a point on the said northerly side of Forest Drive; thence running with the said side of Forest Drive, South 88° 54' West 75.0 feet to the place of beginning; containing 11,833 square feet of land. The improvements thereon being known as 1012 Forest Drive, Annapolis, Maryland

Being the same property conveyed by William H. Morgan and Beverly Vansant Morgan, his wife, to Harry C. Goddard and Dolores E. Goddard, his wife, by Deed dated June 23, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 690, Folio 508.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

BERKSHIRE LIFE INSURANCE COMPANY
Assignee, Pittsfield, Mass.
Plaintiff
vs.
HARRY C. GODDARD & DOLORES E. GODDARD, his wife
Defendants

CM-GR—6-11

23706

Privileges are granted (1) to make additional principal payments in an amount which is in accordance with the plan of amortization of this indebtedness on any interest date, the total thus paid in any calendar year not to exceed $ 800.00 ; (2) to make on October 1, 1961 or any interest date thereafter, additional principal payments in an amount which is in accordance with the plan of amortization of this indebtedness, without surrender charge or notice except that if the entire balance is to be paid ninety (90) days' written notice shall be given.

In the event of a bonafide sale or making of a bonafide installment contract for sale of the premises securing this loan, the privilege is granted to pay the entire balance of the loan or make additional payment in accordance with the plan of amortization of this indebtedness within thirty days after transfer of title or making of such contract, as the case may be, with a surrender charge of one (1) % of the amount so paid as consideraton, but the entire balance of the loan may not be thus paid unless the holder hereof shall have currently declined in writing to modify it to conform with, or to approve a new loan, on terms satisfactory to the purchaser.

In the event that any instalment shall become overdue for a period in excess of fifteen (15) days, a "late charge" of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage.

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, in fee simple.

Provided that if the said principal sum of money loaned aforesaid, and the interest thereon, shall be paid when due, and if the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (and sale to take place after the default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; 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 in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $ 100.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof

at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

140 FOLIO 590

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the event of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said HARRY C. GODDARD and DOLORES E. GODDARD, his wife, have hereunto subscribed their hands and affixed their seals the day and year first herein written.

Witness Dorothy W. Biggs

Harry C. Goddard [L. S.]

Dolores E. Goddard [L. S.]

..... [L. S.]

..... [L. S.]

STATE OF MARYLAND, County OF Anne Arundel } ss.

I Hereby Certify that on this 12th day of September, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared HARRY C. GODDARD and DOLORES E. GODDARD, his wife, and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

Dorothy W. Biggs *Notary Public.*

4

5

LIBER 140 PAGE 591

LIBER 1235 PAGE 414

STATE OF MARYLAND,
County OF Anne Arundel } ss.

I Hereby Certify that on this 12th day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel personally appeared R. Tilghman Brice, III ---------- 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, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Dorothy W. Biggs
Dorothy W. Biggs, Notary Public.
Recorded Sept. 17, 1958 at 1:31 P.M.

For Value Received, and without recourse, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the ~~Metropolitan Life Insurance Company~~ Maryland Trust Company.

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Assistant Vice President

and its corporate seal hereto affixed this 12th day of September, 1958.

Witness:

Sharon W. Noppinger
Sharon W. Noppinger

WEAVER BROS. INC. OF MARYLAND, [SEAL]
By Roy E. Paddock
Roy E. Paddock, Ass't Vice President

Recorded Sept. 17, 1958 at 1:31 P.M.

INDEX IN CH
MORTGAGE
(MARYLAND)
23706-C-Heaver

FROM
HARRY C. GODDARD and DOLORES E. GODDARD, his wife

TO
WEAVER BROS. INC. OF MARYLAND
Assignments: (1) Maryland Trust Co. (2) Berkshire Life Ins. Co.

NO. 1235 FOLIO 414
GEO. I. CROMWELL, CLERK

Received for Record 19
at o'clock M. Same day recorded
in Liber No. Folio
one of the Land Records of
and examined per
Cost of Record $ 2150
Clerk.

TIDEWATER TITLE CORPORATION
140 South St., Annapolis, Md.

LIBER 1235 PAGE 415

FOR VALUE RECIEVED, and without recourse, MARYLAND TRUST COMPANY hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto Berkshire Life Insurance Company.

AS WITNESS the signature of said body corporate, Assignor, by the hand of John R. Cupit, its Vice President, and its corporate seal hereto affixed this 15th day of September, 1958.

WITNESS:

James B. Bird
James B. Bird Sec'ty.

MARYLAND TRUST COMPANY
By: John R. Cupit
John R. Cupit Vice Pres.

(SEAL)

Rec'd for record Sept. 17, 1958 at 1:31 P.M.
Mailed to Tidewater Title Corp.

2150

BERKSHIRE LIFE INSURANCE COMPANY,
Assignee

Pittsfield, Massachusetts
Plaintiff

VS.

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife
1012 Forest Drive, Annapolis, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

[redacted]

ANNE ARUNDEL COUNTY, IN EQUITY

Docket No. 20, Folio 207
No. 14,977 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE [redacted] (CITY), To Wit:

I HEREBY CERTIFY, that on the 1st day of May, 19.62., before me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore [redacted](City) personally appeared JOHN J. NEUBAUER

and made oath, in due form of law, that he. knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

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

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

WALTER J. BALLESTEROS NOTARY PUBLIC BALTIMORE, MD.

Walter J. Ballesteros
Notary Public
WALTER J. BALLESTEROS

John J. Neubauer - Affiant

6

E-118—1M—9-1-61

BERKSHIRE LIFE INSURANCE COMPANY,
Assignee
Pittsfield, Massachusetts
Plaintiff

VS.

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife
1012 Forest Drive, Annapolis, Maryland
Defendants

LIBER 140 PAGE 593
IN THE
~~Circuit Court for Baltimore County~~
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY
No. 14,977 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Berkshire Life Insurance Company, a body corporate of the Commonwealth of Massachusetts,

under the mortgage from Harry C. Goddard and Dolores E. Goddard, his wife,

to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland,

dated the 12th day of September, 1958, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 1235 Folio 411, which Mortgage, by mesne assignments, was short assigned on September 15, 1958 to Berkshire Life Insurance Company, Pittsfield, Massachusetts.

Principal amount of mortgage	$ 8,000.00
Less payments made on account	708.06
Balance due on principal	$ 7,291.94
LESS:	
Credit in expense account	183.20
Net balance due on account of principal	$ 7,108.74
Interest to May 15, 1962	266.59
Balance due on principal and interest	$ 7,375.33

Daily interest is $ 1.18

BERKSHIRE LIFE INSURANCE COMPANY

By: Frank J. Owen, Jr.

Frank J. Owen, Jr., Ass't. Vice-President

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

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF BERKSHIRE, to wit:

I HEREBY CERTIFY, that on this 26th day of April in the year nineteen hundred and sixty-two, before me, the subscriber a Notary Public of the Commonwealth of Massachusetts ~~of the State of Maryland~~, in and for said County of Berkshire ~~Baltimore~~ personally appeared Frank J. Owen, Jr., Assistant Vice-President of BERKSHIRE LIFE INSURANCE COMPANY

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.

AS WITNESS my hand and notarial seal.

Luman S. Morton, Notary Public

My commission expires: 10-26-63

1

E-117—1M—5-61.

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

BERKSHIRE LIFE INSURANCE COMPANY
Assignee
Pittsfield, Massachusetts
Plaintiff

Vs.

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife
1012 Forest Drive, Annapolis, Md.
Defendants

DOCKET 20 FOLIO 207
CASE NO. 14,977
FILED

IN THE
CIRCUIT COURT
FOR
~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY
TERM, 19___

1411 PAGE 594

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 2nd day of May in the year nineteen hundred and sixty-two by the Circuit Court of ~~Baltimore~~ 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 John J. Neubauer and Robert J. Neubauer 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 eight thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~cash or credit or partly cash and partly credit, as to the Trustees or a majority of them shall seem proper, and if credit, or partly credit, the credit payment to bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustees~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and 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 Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their 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.

O. Bowie Duckett
JUDGE

FILED
1962 MAY -2 PM 1:54

8

Judicial 10—MARYLAND—TRUSTEE TO SELL ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND No. 14,977 E

LIBER 11 PAGE 323

140 PAGE 555

Berkshire Life Insurance Co.

versus

Harry C. Goddard and Dolores E. Goddard

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Keyser Building, Baltimore 2, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and 00/100 - Dollars ($ 8,000.00) 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 4th day of May in the year of our Lord one thousand, nine hundred and sixty-two.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustee s to sell Real Estate mentioned in the proceedings in the case of

Berkshire Life Insurance Co.

versus

Harry C. Goddard and Dolores E. Goddard

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer and Robert J. Neubauer

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.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal
James R. Schaal
Attorney in fact.

Bond approved this 9th day of May 1962

George T. Cromwell, Clerk
per ast.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frederick Louis Hatkard, 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, _____) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Frederick Louis Hatkard (SEAL)
Purchaser

JOHN P. MILLER
NOTARY PUBLIC
BALTIMORE, MD.

Notary Public

1962 JUN 12 PM 12:40

E-123—1 M—10-28-60.

REPORT OF SALE

BERKSHIRE LIFE INSURANCE COMPANY,
Assignee
~~Pittsfield, Massachusetts~~----------
VS. Plaintiff

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife
1012 Forest Drive, Annapolis, Maryland

—IN THE—

CIRCUIT COURT

—FOR—

Anne Arundel County, in Equity
~~BALTIMORE COUNTY~~
Case No. 14,977
Anne Arundel

J.N. 1411 PAGE 597

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ COUNTY:

The Report of Sale of John J. Neubauer and Robert J. Neubauer
Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland, upon which the improvements are known as 1012 Forest Drive, in the proceedings in said cause mentioned respectfully shows, that the 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 "Evening Capital" a daily newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday the 11th day of June 1962 at 3:30 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Frederick Lewis Goddard and Dorothy Rose Goddard, his wife, whose post office address is 1107 Brashears Street, City of Annapolis, Maryland, at and for the sum of Ninety-one Hundred and 00/100 Dollars ($9100.00); they being the highest bidders therefor.

John J. Neubauer - Trustee

Robert J. Neubauer Trustee.

State of Maryland, ~~County of Baltimore~~ BALTIMORE CITY, Sct.

I Hereby Certify, that on this 11th day of June 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer Trustees 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.

Richard M. Disney ~~Clerk~~
RICHARD M. DISNEY Notary Public

1962 JUN 12 AM 10:40

ORDER NISI

FR 141 PAGE 598

BERKSHIRE LIFE INSURANCE COMPANY
Assignee

versus

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,977 Equity

Ordered, this 12th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $ 9,100.00.

George T. Cromwell Clerk.

True Copy,

Robert J. Neubauer, Atty
John J. Neubauer Atty.

TEST: Clerk.

(Final Order)

For the Evening Capital June 14th Edition

BERKSHIRE LIFE INSURANCE COMPANY,
Assignee

versus

HARRY C. GODDARD and
DOLORES E. GODDARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This ~~Sixty~~ 17th day of July, 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.

George Sachse
JUDGE.

FILED
1962 JUL 18 AM 9:37

17

Legal Notice

JOHN J. NEUBAUER
Solicitor
Keyser Building
Baltimore 2, Maryland.

Trustee's Sale

Valuable Fee Simple Dwelling Property

Known as No. 1012 Forest Drive
Annapolis, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Berkshire Life Insurance Company, Assignee, vs. Harry C. Goddard and Dolores E. Goddard, his wife", the undersigned Trustees will sell at Public Auction on the premises the fee simple property above described on

Monday,
June 11, 1962
at 3:30 o'clock P.M.

ALL that lot or parcel of ground situate, lying and being in the Sixth Election District (formerly the Second Election District) of Anne Arundel County, State of Maryland, known as Lot Number 8, Plat 2 of Forest Hills, and more particularly described as follows:

"BEGINNING for the same at a point on the northerly side of Forest Drive, said point being in the divisional line between Lots Numbers 7 and 8, as shown on Plat Number 2 of Forest Hills, said plat to be recorded among the Plat Records of Anne Arundel County, Maryland, and running thence from said point of beginning and along said divisional line north 1 degree six minutes west 175.0 feet to an iron pipe there set; thence north 88 degrees 54 minutes east 60.06 feet to a point in the division line between Lots Numbers 8 and 9; thence running along the said last mentioned divisional line the two following courses and distances: South 6 degrees 55 minutes east 108.64 feet and south 4 degrees 27 minutes east 66.83 feet to a point on the said northerly side of Forest Drive; thence running with the said side of Forest Drive, south 88 degrees 54 minutes west 75.0 feet to the place of beginning; containing 11,833 square feet of land. The improvements thereon being known as 1012 Forest Drive, Annapolis, Maryland."

The improvements consist of a one and one-half story frame dwelling, containing four rooms and one bath and is heated by a forced air type furnace.

The property is subject to the following:

1. Restrictions contained in the following Deeds:

(a) From Annapolis Acres, Inc. to Edward Glover Thompson and wife, dated January 13, 1940 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 212, folio 255, and

(b) From A. E. Landvoight, Inc. to Horace M. Bruce and wife dated March 20, 1940 and recorded among the aforesaid Land Records in Liber J.H.H. No. 215, folio 162.

2. Thirty foot setback line and ten foot side line set back contained in the above mentioned restrictions.

3. Public utility agreements, as follows:

Annapolis Acres, Inc. to Consolidated G & E Company, dated November 7, 1939 and recorded in Anne Arundel County in Liber J.H.H. No. 211, folio 62.

Power and telephone lines crossing the above described property as shown on plat of survey made by J. R. McCrone, Jr., Inc., dated August, 1958.

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

liber 1410 PAGE 599

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1962

We hereby certify, that the annexed

Trustee's Sale
Harry C. Goddard
#4992 Eq.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1962. The first insertion being made the 18th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUN 15 PM 3:20

By Hayes C. Tilghman

Taxes payable to the State of Maryland, Anne Arundel County and City of Annapolis and other municipal liens and charges to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER
Trustees
Keyser Building,
Baltimore 2, Maryland
Le 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue,
Baltimore 1, Maryland.
Auctioneers

Ju-8

140 PAGE 600

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

140 PAGE 601

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1962

We hereby certify, that the annexed Order Nisi - Sale No. 14,977 Equity Harry C. Goddard

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of July, 1962. The first insertion being made the 14th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUL 11 AM 9:43

By Lillie L. French

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,977 Equity
HARRY C. GODDARD and DOLORES E. GODDARD, his wife

Ordered, this 12th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $9,100.00.

GEORGE T. CROMWELL Clerk.
True Copy, TEST: GEORGE T. CROMWELL Clerk.

Jy-5

No. E. C. _____

In the Case of

BERKSHIRE LIFE INSURANCE COMPANY, Assignee

VS.

HARRY C. GODDARD and DOLORES E. GODDARD, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 14,977 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.

August 7, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23 day of August, 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.

Eleanor G. Owings, Acting
Clerk
Per: Inez Bell, deputy

FILED
1962 AUG 23 AM 9:04

16

Dr. BERKSHIRE LIFE INSURANCE COMPANY, Assignee, vs.

HARRY C. GODDARD and DOLORES E. GODDARD, his wife

LIBER 140 PAGE 603

In Acct. with JOHN J. NEUBAUER and ROBERT J. NEUBAUER, Trustees

					Cr.	
1962						
June	11	Proceeds of Sale	9,100	00		
		Interest on deferred payment of $8,600.00				
		6/11/62 to 7/30/62	70	22	9,170	22
		Refund 1961 City of Annapolis taxes-19 days	2	93	2	93
					9,173	15
		To Trustees for fee, viz:	100	00		
		To Trustees for Commission, viz:	305	11	405	11
		To Trustees for Court Costs, viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - Stating this account	25	00	63	00
		To Trustees for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	106	76		
		Capital-Gazette Press - Order nisi sale	15	00		
		The Sun - Advertising Sale	15	55		
		E.T.Newell & Co., Inc. Auctioneer fee	287	50		
		U.S. Fidelity & Guaranty Co.-Bond Premium	32	00		
		One-half cost Federal documentary stamps	5	22		
		One-half cost State documentary stamps	10	45		
		1962 County and State taxes 5 months and 11 days	38	49		
		Cost-search of Federal Liens & Judgments	3	00		
		Notary fees	1	50	515	47
		Berkshire Life Insurance Company				
		In full Mortgage Claim filed	7,375	33		
		Interest on principal balance of $7,108.74 5/15/62 to 8/22/62-99days @ 6%	116	82	7,492	15

		To Harry C. Goddard and Dolores E. Goddard					
		Mortgagors, this surplus			697	42	697	42
							9,173	15