Present Fair Market Value - $4500.00

PETITION FOR FORECLOSURE

Security Permanent Building and

Loan Association, Inc.

VS.

Wilson J. Gould

LIBER 142 PAGE 1

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~ x

ANNE ARUNDEL COUNTY

No. 13,816 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the *27th* day of *January* A. D. *1959* the defendant executed and delivered to *Security Permanent Building and Loan Association, Inc.* a mortgage upon certain *leasehold* property in ~~the City of Baltimore~~ *Anne Arundel County*, therein described, to secure the payment of the mortgage debt of $ *4500.00* and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. *That this mortgage is now in default.*

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Maurice Cardin

Maurice Cardin ~~Attorney~~ *Attorney for Plaintiff*

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Petitioner's Exhibit No. 1

BOOK 1271 PAGE 246

No. 13,816 County

LIBER 142 PAGE 2

This Mortgage, Made this 27th day of *January*---------- , in the year nineteen hundred and *fifty-nine*--------- , between *WILSON J. GOULD* ~~and ANNA ABBOTT GOULD, his wife~~

of *Anne Arundel County*---------- in the State of Maryland, Mortgagor, and SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance of *Forty-five hundred ($4,500.00)*---------- Dollars on *forty-five (45)*---- shares of its stock, which sum has been applied to the purchase price of the hereinafter described property; the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of One Dollar, the said Mortgagor does grant unto the said Mortgagee, its successors and assigns, in fee simple, all *those nine lots* or parcels of ground situate and lying in *Anne Arundel* County aforesaid, now known as Lot Nos. *56, 57, 61 to 64, inclusive and 58, 59 and 60, Section J on the Plat of Arundel Gardens*-- and described as follows, that is to say:

Six of said lots of ground being known as Lots Nos. 56 and 57 and Lots Nos. 61 to 64 both inclusive, all in Section J as shown on the Plat of Arundel Gardens prepared by J. C. Grinnals, dated September , 1919, and duly recorded among the Land Records of Anne Arundel County, formerly in Plat Book G. W. No. 1, Section 4, folio 348; but now recorded in Plat Cabinet No. 2, Rod D-9, Plat 348.

Three of said lots of ground situate and lying in Anne Arundel County known as Lot Nos. 58, 59, and 60 Section J on the Plat of Arundel Gardens recorded among the Land Records of Anne Arundel County in Plat Book W. M. W. No. 1, Section 4, folio 348.

BEING the same nine lots of ground which by lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was leased and demised from William N. McKinzey and Pearl L. McKinzey, his wife, unto Wilson J. Gould ~~and Anna Abbott Gould, his wife~~ *the above named Mortgagor.*

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IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in case of any default in any of the payments, covenants or conditions of this Mortgage, in whole or in part, the whole Mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and payable; the waiver of any default or failure to exercise the option to demand the whole balance of the Mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter.

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of the lot of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee and its assigns and successors in title, shall at any time after the change in title or ownership, have the right to demand the immediate payment of the unpaid part of said mortgage indebtedness and accrued interest; and upon failure thereupon to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee or its successors or assigns, to demand payment of said unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of its right to make the demand at any time thereafter. The Mortgagee, however, reserves to itself and its successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however, to be only binding if made in writing.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, [illegible] *during the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term; subject to the payment of the annual rent of One Cent payable* [illegible] *on the first days of January and July in each and every year.*

IF, however, the said Mortgagor shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

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

AND the said Mortgagor for his heirs, personal representatives and assigns, covenant with the said Mortgagee, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns, the weekly sum of twenty-five cents on each of said forty-five (45) shares of stock as dues until the combined payment of dues shall amount to Forty-five hundred ($4,500.00) Dollars, being the amount loaned as aforesaid; and also to pay, weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that, whenever, by the payment of said dues the sum of One Hundred ($100.00) Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Mortgagee, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, interest on prior mortgages, if any, and taxes, and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand; also to pay all fines that may be imposed on the Mortgagor by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws.

AND the said Mortgagor further covenants and agrees to pay weekly the additional sum of $2.00 ---------- or as much more as may be necessary, out of which said body corporate is to pay the taxes, interest on prior mortgages, if any, and ground rent upon said mortgaged property.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of one (1) years from the date hereof; and a failure on the part of the Mortgagor so to pay the balance of this mortgage indebtedness shall constitute and be a default in this mortgage.

AND that, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay the said attorney, a fee of Fifty ($50.00) Dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the power herein contained; and that, after the said property has been advertised for sale, under such power, the said attorney shall be entitled to receive, in addition to the fee hereinbefore provided for, a fee of Two Hundred Dollars.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or JACOB L. CARDIN, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including the attorney's fee hereinbefore referred to and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdicton in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, their heirs, personal representatives and assigns, or to whoever may be entitled to the same.

AND it is agreed that until default is made, the said Mortgagor or their assigns, may retain possession of the mortgaged property. Upon any default in any of the covenants of this Mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by, the said Mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim under this Mortgage, and to deliver the policy or policies to the Mortgagee, to be kept by the Mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this Mortgage.

AND the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WHENEVER the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Wilson J. Gould (SEAL)

Annabel Gould (SEAL)

Maurice Cardin (SEAL)

(SEAL)

5

LIBER 142 PAGE 5

STATE OF MARYLAND, BALTIMORE CITY, to wit: BOOK 1271 PAGE 249

I HEREBY CERTIFY, That on this 27th day of January------, in the year One Thousand Nine Hundred and Fifty- nine----, before me, a Justice of the Peace of the State of Maryland, in and for the City aforesaid, personally appeared Wilson J. Gould and Annabel Gould, his wife,----------

the Mortgagor named in the foregoing mortgage, and he --- acknowledged the aforegong mortgage to be his---- act. At the same time also appeared Charles E. Goldberg----------

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

AS WITNESS my hand

Rec'd for record Feb. 4, 1959, at 1:26 P.M. Maurice Cardin- Justice of the Peace
Mailed to Maurice Cardin 9.00

(2) No. Acres

MORTGAGE

FROM

WILSON J. GOULD and

TO

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC.

Block No.

RECD FOR RECORD FEB -4 PM 1:25
1959
GEO. L. CROMWELL, CLERK
No. 1271 FOLIO 249

Fd. 9.00

MAURICE CARDIN
CARDIN and CARDIN
Attorneys at Law
Baltimore - Maryland
233 Equitable Bldg.

STATEMENT OF MORTGAGE CLAIM

LIBER 142 PAGE 6

Security Permanent Building and Loan Association, Inc.

vs.

Wilson J. Gould

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 13,816 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage Loan	*$4500.00*
Paid on account	*82.59*
	$4417.41
Interest from 4/6/60 to May 25, 1960 for 8 weeks @ $5.04 per week	*40.32*
TOTAL BALANCE	*$4457.73*

STATE OF MARYLAND, ~~CITY~~ *County* OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this *27th* day of *May* in the year nineteen hundred and *sixty*, before me, a *Notary Public* of the State of Maryland, in and for said ~~City~~ *County* of Baltimore, personally appeared *Ruben Goldman, President of Security Permanent Building 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.

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1960 JUN -1 PM 2:58

MANLEY F. GATELY NOTARY PUBLIC BALTIMORE CO., MD.

As witness my hand and Notarial Seal

Manley F. Gately

Manley F. Gately --- Notary Public.

6

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

LIBER 142 PAGE 7

Security Permanent Building and Loan Association, Inc.

vs.

Wilson J. Gould

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~ *ANNE ARUNDEL COUNTY*

No. 13,816 Equity

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

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ *Anne Arundel County*, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared *Ruben Goldman, President of Security Permanent Building and Loan Association, Inc.*

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

(1) said defendant is not in the military service of the United States,

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

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

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

Ruben Goldman

Affiant.
Ruben Goldman

Subscribed and sworn to before me this 27th day of *May* 19*60*

Manley F. Gately

Notary Public
Manley F. Gately

MANLEY F. GATELY NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1960 JUN -1 PM 2:58

7

DECREE FOR SALE OF MORTGAGE PREMISES

Security Permanent Building and

Loan Association, Inc.

vs.

Wilson J. Gould

LIBER 142 PAGE 8
IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 13,816 Equity

.....TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, **Thereupon, This** ...1st... day of ...~~May~~ June..., in the year nineteen hundred and ...sixty..., by the Circuit Court of ~~Baltimore City~~ *Anne Arundel Co.* **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 ...*Maurice Cardin*... 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 *hi* msel*f* and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ...*Forty-Five Hundred* ---------- Dollars, conditioned for the faithful performance of the trust reposed in h *im* by this decree, or to be reposed in h *im* by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, 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~~ *one* months ~~for 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 for the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of *his*... proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their *personal representatives and assigns*..., the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h *is* trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans

FILED

1960 JUN -2 AM 9:35

8

LIBER 142 PAGE 9

MAURICE CARDIN, Attorney, SECURITY PERMANENT BUILDING AND LOAN ASSN. INC.,	)	IN THE
	)	CIRCUIT COURT
vs.	)	FOR
WILSON J. GOULD	)	ANNE ARUNDEL COUNTY
	)	Equity No. 13816

PARTIAL ORDER OF SATISFACTION

MR. CLERK:

Please enter the above entitled case "SETTLED AND SATISFIED" as to Lots Nos. 58-59-60, Section "J", on the Plat of Arundel Gardens. The proceedings as to the remaining Lots described in said mortgage filed therein are to remain open.

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC.

BY: Ruben Goldman
President

Maurice Cardin
Maurice Cardin, Attorney

FILED

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9

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
WILSON J. GOULD	:	IN EQUITY
	:	DOCKET 19, FOLIO 36

No. 13,816 Equity

MR. CLERK:

Please enter the Decree herein to the use of "FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC."

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC.

BY: Ruben Goldman (SEAL)
Ruben Goldman ,President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th 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 Ruben Goldman , President of Security Permanent Building and Loan Association, Inc. and he acknowledged the aforegoing to be the act of said body corporate.

WITNESS my hand and Notarial Seal.

Hersh Stein ,Notary Public

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1962 JUN -8 AM 11:02

10

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC. TO THE USE OF: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WILSON J. GOULD	:	DOCKET 19, FOLIO 36

No. 13,816 Equity

MR. CLERK:

Kindly strike out my appearance as attorney for the Plaintiff herein for the reason that the mortgage filed in these proceedings has been assigned to the First Progressive Building and Loan Association, Inc.

Maurice Cardin

Maurice Cardin, Attorney

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC. TO THE USE OF: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WILSON J. GOULD	:	DOCKET 19, FOLIO 36

MR. CLERK:

Please enter my appearance as counsel for the Plaintiff herein.

Max Polt

Max Polt, Attorney

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1962 JUN -8 AM 11:02

LIBER 142 PAGE 12

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC. TO THE USE OF: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WILSON J. GOULD	:	DOCKET 19, FOLIO 36

No. 13,816 Equity

PETITION TO ACCEPT RESIGNATION OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Maurice Cardin, Trustee herein, respectfully shows unto Your Honor:

1. That on the 2nd day of June, 1960, he was appointed Trustee to make sale of the property mentioned in these proceedings as will more fully appear by reference to the Decree passed in this case.

2. That no funds have come into his hands as Trustee, and it is his desire to be further relieved of carrying on as said Trustee due to the fact that the mortgage and the mortgage debt herein have been assigned to First Progressive Building and Loan Association, Inc.

He, therefore, prays the Court to pass an Order relieving him of further trusteeship under said decree, and he suggests to the Court the appointment of Max Polt, who is now counsel for the present holder of said mortgage, under the same terms and conditions as those contained in the original Decree herein.

Maurice Cardin

Maurice Cardin, Trustee

FILED

1962 JUN -8 AM 11:02

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th 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 Maurice Cardin and made oath in due form of law that the facts and matters set forth in the aforegoing Petition are true to the best of his knowledge.

AS WITNESS my hand and Notarial Seal.

Hersh Stein ,Notary Public

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC. TO THE USE OF: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WILSON J. GOULD	:	DOCKET 19, FOLIO 36

ORDER

UPON THE AFOREGOING PETITION AND AFFIDAVIT and it appearing to the Court that the mortgage and the mortgage debt herein have been assigned to First Progressive Building and Loan Association, Inc., it is ORDERED and DECREED by the Circuit Court for Anne Arundel County in Equity, this 8th day of June, 1962, that Maurice Cardin, Trustee herein, be and he is hereby relieved of his trusteeship herein.

AND IT IS FURTHER ORDERED that Max Polt be and he is hereby substituted as Trustee in the place and stead of the said Maurice Cardin under all of the terms and conditions mentioned in the original Decree herein.

AND IT IS FURTHER ORDERED That the said substituted Trustee, before he shall proceed to make any sale, shall first file with a Clerk of this Court a bond to the State of Maryland, executed by himself a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of $4500.00 for the faithful performance of the duties in him reposed by this Decree and in all other respects abide by and perform the original Decree herein.

O. Bruce Duckett
,Judge

FILED

1962 JUN 11 AM 10:52

14

ENDED STATEMENT OF MORTGA(CLAIM

LIBER 142 PAGE 15

SECURITY PERMANENT BUILDING & LOAN ASSOCIATION, INC. to the use of: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.

vs.

WILSON J. GOULD

DOCKET 19 FOLIO 36
CASE NO. 13 816 Equity
FILED

IN THE

CIRCUIT COURT No. 2

—OF—

BALTIMORE CITY

STATEMENT OF MORTGAGE DEBT

Paid to Security Permanent Building & Loan Association, Inc. for Assignment of Mortgage	-	$2347.56
Recording Assignment of Mortgage	-	3.00
Interest to July 1, 1962		12.00
Total Due on Mortgage		$2362.56

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of June 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 Louis Bomstain, Vice-President of the First Progressive Building and Loan Association, Inc. the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Gloria J. Evans Notary Public

FILED
1962 JUN 25 AM 9:38

15

Substituted

MARYLAND TRUSTEE TO SELL

LIBER 11 PAGE 358

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND LIBER 142 PAGE 16

No. 13,816 Equity

Security Permanent Building & Loan Association, Inc. to the use of: First Progressive Building and Loan Association, Inc.

versus

Wilson J. Gould

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Max Polt

as Principal and, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and no/100---------- Dollars ($ 5,000.) 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 21st day of June in the year of our Lord one thousand, nine hundred and sixty-two

WHEREAS THE ABOVE BOUNDEN Max Polt

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ~~trustee~~ substituted trustee to sell lots 56 & 57, 61 thru 64 and part of 58 & 60 Section J on the plot Arundel Gardens-Anne Arundel County, Maryland mentioned in the proceedings in the case of

Security Permanent Building & Loan Association, Inc. to the use of; First Progressive Building & Loan Association, Inc.

versus

Wilson J. Gould

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

Max Polt

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.

Louise M. Dost
Louise M. Dost, as to Max Polt

Max Polt (SEAL)
Max Polt

(SEAL)

(SEAL)

The Fidelity and Casualty Company of New York

By
Robert S. Zetzer, Attorney-in-Fact

Anne Lathroum
Anne Lathroum, as to surety

FILED

1962 JUN 25 AM 9:38

Bond approved this 25 day of June 1962

George T. Cromwell Clerk

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LIBER 142 PAGE 17

REPORT OF SALE

SECURITY PERMANENT BUILDING & LOAN ASSOCIATION, INC. to the use of FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.

vs.

WILSON J. GOULD

DOCKET 19 FOLIO 36
CASE NO. 13,816
FILED

IN THE

CIRCUIT COURT No. 2

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY
IN EQUITY

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY IN EQUITY:

The Report of Sale of Max Polt, Substituted

Trustee appointed by the decree in the above entitled cause, to make sale of Lots 56 and 57, 61-64 and part of 58 and 60, Section J on the Plat of Arundel Gardens /

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Capital-Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Substituted Trustee, Max Polt did pursuant to said notice on Monday the 9th day of July 1962 at 1:30 o'clock P.M. attend on the premises and then and there sold

Lots 56 and 57, 61-64 and part of 58 and 60, Section J on the Plat of Arundel Gardens, Hammonds Road (all being subject to an Annual Ground Rent of 1¢) unto First Progressive Building and Loan Association, Inc. at and for the price of Four Thousand ($4000.00) Dollars. That the Substituted Trustee, Max Polt, did attend the sale, conducted same in a diligent manner and obtained the highest price possible for the said Lots.

Max Polt, Substituted Trustee

1962 JUL 11 AM 9:53

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 10th day of July 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Max Polt,

Substituted 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,

Gloria J. Evans, *Notary Public.*

17

ORDER NISI

LIBER 142 PAGE 18

SECURITY PERMANENT BUILDING & LOAN ASSOCIATION, INC. to the use of: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC. versus WILSON J. GOULD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,816 Equity

Ordered, this 11th day of July, 19 62, That the sale of the property in these proceedings mentioned made and reported by Max Polt, Substituted Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of August next.

The report states that the amount of sale was $4,000.00.

George T. Cromwell per ag Clerk.

True Copy,

TEST: Clerk.

Max Polt, Atty. For the Maryland Gazette, (July 19th Edition)

(Final Order)

SECURITY PERMANENT BUILDING & LOAN ASSOCIATION, INC. to the use of: FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC. versus VS. WILSON J. GOULD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of August, 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 AUG 21 AM 11:09

18

MAX POLT, Solicitor
110 E. Lexington S'
Baltimore 2, Mary

Trustee's Sale

OF VALUABLE BUILDING LOTS

LOTS 56 and 57, 61-64, AND PART of 58 and 60, SECTION J on the PLAT OF ARUNDEL GARDENS HAMMONDS ROAD

By virtue of a decree of the Circuit Court for Anne Arundel County (In Equity) (No. 13816), the undersigned Substituted Trustee will sell at public auction, on the premises, on

Monday, July 9, 1962 at 1:30 P. M.

All those lots of ground situate in Anne Arundel County and described as follows:

BEING known as Lots Nos. 56 and 57, and Lots Nos. 61 to 64, both inclusive, all in Section J as shown on the Plat of Arundel Gardens prepared by J. C. Grinnals, dated September, 1919 and duly recorded among the Land Records of Anne Arundel County, formerly in Plat Book G.W. No. 1, Section 4, Folio 348, but now recorded in Plat Cabinet No. 2, Rod D-9, Plat 348.

Also the westernmost 7 feet of Lot No. 58 and the easternmost 18 feet of Lot No. 60, Section J on the Plat of Arundel Gardens recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

MAX POLT,
Substituted Trustee.

LEE ZALIS,
Auctioneer

FILED
1962 JUL 12 AM 11:32

No. M ____ Jy-5

19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 19

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 19 62

We hereby certify, that the annexed

Trustee's Sale
Lot 56 and 57, 61-64, Etc.
Arundel Gardens,
Hammonds 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 9th day of July, 19 62. The first insertion being made the 14th day of June, 19 62.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,816 Equity
SECURITY PERMANENT BUILDING & LOAN ASSOCIATION, INC. to the use of:
FIRST, PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.

VERSUS

WILSON J. GOULD

Ordered, this 11th day of July, 1962, That the sale of the property in these proceedings mentioned made and reported by Max Polt, Substituted Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of August next.

The report states that the amount of sale was $4,000.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

A-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18 1962

We hereby certify, that the annexed Order Nisi Sale Eq 13,816 Wilson J. Gould

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of August, 1962. The first insertion being made the 19th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 2 6 2 0 2 0 10 45

20

In the Case of

SECURITY PERMANENT BUILDING AND LOAN ASSOCIATION, INC. Entered to the use of: FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC.

VS.

WILSON J. GOULD

In the

Circuit Court

For

Anne Arundel County

No. 13,816 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/amended 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.

September 28, 1962

Auditor.

1962 SEP 28 PM 1:55

FINAL ORDER

ORDERED BY THE COURT, this 16 day of October, 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

1962 OCT 16 PM 2:30

Dr. Mortgaged Real Estate of Wilson J. Gould

LIBER 142 PAGE 22

In Acct. with Max Polt, Substituted Trustee

					Cr.	
	By	Amount of Sale, as per Substituted Trustee's Report of sale filed	4,000	00		
	By	Interest, 6%, on deferred payment, $3,500.00 from 7/9/62 to 8/28/62	29	17		
					4,029	17
	To	Substituted Trustees for fee, viz.	200	00		
	To	Substituted Trustees for commission, viz.	150	00		
					350	00
	To	Attorney for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	41	75		
		Auditor, this account	35	00		
					86	75
	To	Substituted Trustees, for disbursements, viz.				
		Capital-Gazette Press, Inc. Advertisement & Nisi - Sale	64	00		
		Fidelity & Casualty Company - bond	20	00		
		Lee's Auction Rooms Inc. - fee	155	00		
		Adjustment, 1962 Real Estate taxes	26	20		
		½ Federal & State Revenue stamps	6	60		
					271	80
	To	First Progressive Building & Loan Association, Inc., in full for Mortgage GTC 1271/246				

		Balance due as per claim filed	2,362	56		
		Interest, 6%, on principal balance				
		$2,347.56, from 7/1/62 to 10/1/62	35	44		
					2,398	00
	To	First Progressive Building & Loan				
		Association, Inc, on account of				
		judgment claim filed			922	62
					4,029	17

LIBER 142 PAGE 24

Docket ..... Folio .....
Case No. 15,049
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

R. E. I. P. #33, INCORPORATED
A body corporate of the State of Maryland

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 30th day of March A.D. 1960 the defendant 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 $66,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

THAT 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 JUN 26 AM 11:36

PETITIONER'S
EXHIBIT NO. 1

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD BOOK 1380 PAGE 473 LIBER 142 PAGE 25

42 355

This Mortgage, made this 30th day of March No. 15,049 Equity

in the year one thousand nine hundred and sixty, between

R.E.I.P. #33, INCORPORATED, a body corporate, duly incorporated under the Laws of ----------, 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

R.E.I.P. #33, INCORPORATED, a body corporate, ----------
the sum of Sixty-six Thousand and 00/100 ($66,000.00) ---------- dollars,

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

By the payment of Four Hundred Seventy-two and 90/100 ($472.90) ---------- 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 R.E.I.P. #33, INCORORPORATED, a body corporate, ----------

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all ~~that and~~ those eight lots of ground and premises situate and lying in 3rd Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered Sixty-seven (67) fronting on the northeast side of Gloucester Drive, as shown on the Plat of Section Three (3) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 33.The improvements thereon being known as No. 326 Gloucester Drive.

SECOND PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-eight (128) situated on the southernmost side of Montgomery Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1213 Montgomery Drive.

THIRD PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-eight (158) situated on the north side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1218 Crawford Drive.

FOURTH PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-six (186) fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded

1962 JUN 26 AM 11:36

among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39. The improvements thereon being known as No. 1208 Cathedral Drive.

FIFTH PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-eight (148) situated on the northeast side of Cathedral Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1207 Cathedral Drive.

SIXTH PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-three (123) situated on the south side of King George Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 305 King George Drive.

SEVENTH PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-four (154) situated on the southeast side of Cathedral Place, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 303 Cathedral Place.

EIGHTH PARCEL: ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-nine (169) situated on the southeast side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1209 Crawford Drive.

BEING THE SAME eight lots 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 United States Land and Investment Corporation unto the Mortgagor herein.

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 on each of the lots herein described payable in even and equal half-yearly installments as follows:

For the lot herein 1stly described on the 13th days of March and September in each and every year; For the lot herein 2ndly described on the 4th days of June and December in each and every year; For the lots herein 4thly and 5thly described on the 21st days of June and December in each and every year; For the lot herein 6thly described on the 17th days of January and July in each and every year; For the lots herein 7thly and 8thly described on the 6th days of February and August in each and every year; For the lot 10thly described herein on the 6th days of March and September 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.

5

BOOK 1380 PAGE 476 LIBER 142 PAGE 28

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 corporate seal of said Mortgagor and the signature of its duly authorized officer.

TEST:

Elsie Curtis

R.E.I.P. #33, INCORPORATED,

By Morton M. Lapides
MORTON M. LAPIDES President

R.E.I.P. #33 INCORPORATED MARYLAND

ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of March in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared MORTON M. LAPIDES, President of R.E.I.P. #33, INCORPORATED, a body corporate, ------- as such officer, the mortgagor(s), named in the aforegoing mortgage and he/~~she or they~~ acknowledged said mortgage to be ~~his, her or their~~ act. the act of said body corporate.

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
Notary Public.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE CITY

My commission expires on May 1, 1961.

900

Rec'd for record March 31, 1960 at 2:19 P.M.

Mailed to William F. Podlich

MORTGAGE

TAXES PAID TO DEC. 31, 1960

FROM

R.E.I.P. #33, INCORPORATED.

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock M. Same day recorded in Liber No. folio &c. one of the Land Records examined per Clerk.

Cost of Record $ 9.00

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 MEYERHOFF BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lots Nos. 67,128,158,186,148, 123,154,169 Plat of LEHIGH

Description approved

Execution approved

STATEMENT OF MORTGAG. CLAIM

LIBER 142 PAGE 29

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

R. E. I. P. #33, INCORPORATED

A body corporate of the State of Maryland

DOCKET ..... FOLIO .....
CASE NO. 15,049 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 R. E. I. P. #33, INCORPORATED, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 30th day of March, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1380, folio 473, secured by the eight leasehold premises therein more fully described:

Original Loan	$66,000.00
Amount repaid	3,430.09
Loan Balance	$62,569.91
Interest to 7-24-62	1,447.36
	$64,017.27
Credit to Expense Account	357.27
	$63,660.00

Aurora Federal Savings and Loan Association INCORPORATED 1895

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher
John L. Fisher, President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of June ..... in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

JOHN L. FISHER

~~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 JUN 26 AM 11:36

LIBER 142 PAGE 30

DOCKET ..... FOLIO .....

CASE No. 15,049 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

R. E. I. P. #33, INCORPORATED, A body corporate of the State of Maryland

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 26th day of June 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 $82,000.00 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.

Approximate Value of Property $ 82,000.00

Matthew S. Crane

FILED

1962 JUN 26 PM 12:33

7

Judicial 10—MARYLAND—TRUSTEE TO SELL

16 599 62

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

LIBER 142 PAGE 31
LIBER 11 PAGE 362

Aurora Federal Savings and Loan Association

versus

R.E.I.P., Incorporated -Properties-
326 Gloucester Drive 1208 Cathedral Drive
1209 Crawford Drive 303 Cathedral Place
1218 Crawford Drive 305 King George Drive
1207 Cathedral Drive 1213 Montgomery Drive

No. 15,049 Equity

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Charles Street at Saratoga, 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 Eighty Two Thousand and 00/100 - Dollars ($ 82,00.00) 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 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

R. E. I. P., Incorporated - Properties -

326 Gloucester Drive
1209 Crawford Drive
1218 Crawford Drive
305 King George Drive
1207 Cathedral Drive
1208 Cathedral Drive
303 Cathedral Place
1213 Montgomery Drive

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.

Test: Elsie Curtis ..... William F. Podlich ..... (SEAL)
ELSIE CURTIS

.... (SEAL)

.... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal
James R. Schaal
Attorney in fact

Bond approved this 26th day of June, 1962
George T. Bromwell, Clerk

1962 JUN 26 AM 11:36

8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 32

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed

Trustee's Sale 15,049

R. E. S. P. #33 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 24th day of July, 1962. The first insertion being made the 28th day of June, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 JUL 31 By: Marie Tate

TRUSTEE'S SALE

OF

EIGHT VALUABLE LEASEHOLD PROPERTIES

SITUATE IN LEHIGH, THIRD DISTRICT
OF ANNE ARUNDEL COUNTY,
KNOWN AS
326 GLOUCESTER DRIVE
1213 MONTGOMERY DRIVE,
1209 CRAWFORD DRIVE
1218 CRAWFORD DRIVE
1207 CATHEDRAL DRIVE
1208 CATHEDRAL DRIVE
303 CATHEDRAL PLACE
305 KING GEORGE DRIVE

By Decree of the Circuit Court for Anne Arundel County, passed in a cause entitled "Aurora Federal Savings and Loan Association vs. R.E.I.P. No. 33, Incorporated, a body corporate, the undersigned will sell at Public Auction, upon the various premises, on

TUESDAY, July 24th, 1962

AT THE TIMES HEREIN SPECIFIED

all those eight leasehold lots or parcels of ground, situated in the Third Election District of Anne Arundel County, and described as follows:

At 2:15 o'clock P.M.

FIRST PARCEL

All that lot of ground and premises known and designated as Lot Numbered Sixty-seven (67) fronting on the northeast side of Gloucester Drive, as shown on the Plat of Section Three (3) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 33. The improvements thereon being known as No. 326 Gloucester Drive. Improved by a one story brick dwelling containing seven rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

At 2:30 o'clock P.M.

SECOND PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-eight (128) situated on the southernmost side of Montgomery Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1213 Montgomery Drive. Improved by a one story brick dwelling containing seven rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

At 2:45 o'clock P.M.

THIRD PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-Nine (169) situated on the southeast side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1209 Crawford Drive. Improved by a one story brick dwelling, containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

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At 3 o'clock P.M.

FOURTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty Eight (158) situated on the north side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1218 Crawford Drive. Improved by a one story brick dwelling containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

At 3:15 o'clock P.M.

FIFTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Forty Eight (148) situated on the northeast side of Cathedral Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1207 Cathedral Drive. Improved by a one story brick dwelling containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

At 3:30 o'clock P.M.

SIXTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-Six (186) fronting on the southernmost side of Cathedral Drive, as shown upon 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. The improvements thereon being known as No. 1208 Cathedral Drive. Improved by a one story brick dwelling containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

At 3:45 o'clock P.M.

SEVENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-Four (154) situated on the southeast side of Cathedral Place, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 303 Cathedral Place. Improved by a one story brick dwelling containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

At 4:00 o'clock P.M.

EIGHTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-Three (123) situated on the south side of King George Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 38. The improvements thereon being known as No. 305 King George Drive. Improved by a one story brick dwelling containing seven rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

Each of the above described properties will be sold subject to such restrictions, covenants, conditions, easements and reservations as appear of record in the Plats referred to herein and in the Land Records of Anne Arundel County.

MANNER OF SALE

Each property will be offered for sale separately, and if, in the discretion of the Trustee, any bid is considered satisfactory, such bid will be accepted and the sale of such property will be made final.

In the event any of the bids for the separate properties are not considered to be satisfactory, such bids will be held in reserve, and the properties for which unsatisfactory bids were made, will be offered as an entirety for a lump sum bid, and sold in the manner producing the largest sales price. All bids are to be made subject to acceptance or rejection by the Trustee.

TERMS OF SALE

A CASH DEPOSIT of $500.00, upon each of said properties, whether sold separately or by group, will be required of the purchaser or purchasers at the time and place of sale; BALANCE OF PURCHASE PRICE to be paid in CASH upon ratification of sale or sales by the Circuit Court of Anne Arundel County, in Equity; all balances to bear interest at six per cent. from date of sale. Cost of Federal and State Documentary stamps, and transfer taxes, if any, to be borne by the Buyer or Buyers. All taxes, ground rents and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.

Auctioneer

LIBER 142 PAGE 35

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs R.E.I.P. #33, INCORPORATED, a body corporate	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	DOCKET 20 FOLIO 248
	:	EQUITY NO. 15,049

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 24th day of July, 1962, the undersigned Auctioneer did sell the eight leasehold properties known as Nos. (336 Gloucester Drive, 1213 Montgomery Drive, 1209 and 1218 Crawford Drive, 1207 and 1208 Cathedral Drive, 303 Cathedral Place and 305 King George Drive (being Lots Nos. 67,128,158,186,148,123, 154 and 169 on the Platsof Lehigh, in the Third Election District of Anne Arundel County, and being the Eight properties 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 $ 65,200.00 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 _____ Its President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 24th day of July, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of $ 65,200.00, of which the sum of Four Thousand and no/100 ($ 4,000.00) Dollars was paid on accountto said Trustee; and the undersigned hereby agree 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.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Its Agent

LIBER 142 PAGE 36

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th day of July, 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 Assn. (SEAL)
Purchaser
By L. C. Thomas, Agent.

Notary Public

FILED
1962 AUG -1 AM 11:46

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	NO. 15,049 - EQUITY
	:	IN THE
-vs-	:	CIRCUIT COURT
R.E.I.P.#33, INCORPORATED	:	FOR ANNE ARUNDEL COUNTY
	:	DOCKET 20 - FOLIO 248

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 eight leasehold premises:

	LOT NO.	PLAT OF LEHIGH SECTION
1- 326 Gloucester Drive	67	3
2- 1213 Montgomery Drive	128	5
3- 1209 Crawford Drive	169	5
4- 1218 Crawford Drive	158	5
5- 1207 Cathedral Drive	148	5
6- 1208 Cathedral Drive	186	4
7- 303 Cathedral Place	154	5
8- 305 King George Drive	123	5

(all 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, pursuantto said notice, on Tuesday, the 24th day of July, 1962, beginning at 2:15 o'clock, P.M., attend on the respective premises at the times shown in said advertisement, and then and there sold at Public Auction the premises above referred to, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Sixty-five Thousand Two Hundred and 00/100 ($65,200.00) Dollars, it being, at that figure, the highest bidder therefor, to be paid IN CASH upon ratification of said sale; the said properties so sold being moee particularly described in a copy of the advertise- 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.

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And the said Trustee further reports that he has received from the purchaser the deposit of Four Thousand and 00/100 ($4,000.00) 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.

Said Trustee further reports that said properties so sold were 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 properties, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of July 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, 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.

Thelma B. Brieden
THELMA B. BRIEDEN
Notary Public

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ORDER NISI

LIBER 142 PAGE 39

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

R.E.I.P. #33, INCORPORATED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,049 Equity

Ordered, this 1st day of August, 19 62, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $65,200.00

Eleanor L. Owings, Clerk.

True Copy,

TEST: Clerk.

WILLIAM F. PODLICH, Atty.

"Md. Gazette" (For August 9th Edition)

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

R.E.I.P. #33, INCORPORATED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Boone Dorsett

JUDGE.

FILED

1962 SEP 13 AM 9:21

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,049 Equity
AURORA FEDERAL SAVINS And LOAN ASSOCIATION, a body corporate
VERSUS
R.E.I.P. NO. 33, Incorporated

Ordered, this 1st day of August, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $65,200.00.

ELLEANOR . OWINS, Acting Clerk

True Copy, TEST:
ELLEANOR . OWINS, Acting Clerk

A-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 40

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,049
R.E.I.P. #33, Incorporated

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 September, 1962. The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 SEP -4 PM 1:47

No. M. G. 26617 By H. Tilghman

15

LIBER 142 PAGE 41

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
A body corporate

VS.

R. E. I. P. #33, Incorporated,
a body corporate

In the

Circuit Court

For

Anne Arundel County

No. 15,049 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 Oct 2 PM 4:21

All of which is respectfully submitted.

October 2, 1962

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of October, 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

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Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.
R. E. I. P. #33, INCORPORATED, a body corporate

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
July	24	Proceeds of Sale	65,200	00		
		Interest on deferred payment of $61,200.00				
		7/24/62 to 9/11/62	377	40	65,577	40
		Ground rents paid in advance - Adjusted				
		326 Gloucester Drive - 7/24/62 to 9/13/62	14	70		
		303 Cathedral Place - 7/24/62 to 8/6/62	3	60		
		305 King George Drive- 7/24/62 to 8/6/62	3	60	21	90
		House Rents Collected:				
		1207 Cathedral Drive	180	00		
		1213 Montgomery Drive	130	00		
		1218 Crawford Drive	7	50		
		303 Cathedral Place	115	00		
		305 King George Drive	220	00	652	50
		1962-Water & Sewer Benefit charges adjusted 7/24/62 to 12/31/62 - 5 mos. 6 days	206	98		
		1962 - County & State taxes adjusted 7/24/62 to 12/31/62 - 5 mos. 6 days	572	85	779	83
					67,031	63
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	1,280	00	1,315	00
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	29	25		
		Auditor - stating this account	25	00	64	25

	To Trustee for expenses, viz:				
	Capital Gazette Press - advertising sale	276	52		
	Capital Gazette Press - Order nisi sale	15	00		
	Sunday Sun - advertising sale	65	70		
	U.S.Fidelity & Guaranty Co.-Bond premium	164	00		
	E.T. Newell & Co. - auctioneer fee	100	00		
	To Eutaw Savings Bank - Ground rents due:				
	326 Gloucester Drive	54	00		
	303 Cathedral Place	54	00		
	305 King George Drive	54	00		
	Ground Rents and metered water, adjusted				
	326 Gloucester Drive - metered water	30	00		
	1213 Montgomery Drive Ground rent $15.00 water 18.85	33	85		
	1209 Crawford Drive - Ground rent $41.40 Water 40.00	81	40		
	1218 Crawford Drive - Ground rent $ 9.90 Water 2.00	11	90		
	1207 Cathedral Drive- Ground rent $56.10 Water 23.00	79	10		
	1208 Cathedral Drive- Ground rent $ 9.90 Water 13.80	23	70		
	303 Cathedral Place - metered water 22.70	22	70		
	305 King George Drive -metered " 11.00	11	00		
	Affidavits - notary fees	1	50	1,078	37
	To Aurora Federal Savings & Loan Assn.				
	In full for Mortgage claim filed	63,660	00		
	Interest on principal balance of $62,569.91 from 7/24/62 to 10/17/62 - 85 days @ 6%	901	43	64,561	43
	To R.E.I.P. [illegible]# 33, Incorporated, [illegible]is surplus	12	58	12	58
				67,031	63

Docket Entries

C-103-1962 LIBER 142 PAGE 44

E. Thos. W. Stahl
Trustee

: John Zebelean and
: Rosa Zebelean, his wife
:
: Harriet Schaper Ochlech
Purchaser
:
John P. Zebelean, Jr., and
:
Alice Zebelean, his wife,
:
Sub. Purchasers
:
: C-No. 28734
:
: Bennie Murchin and
: Bernice A. Murchin, his wife,
: Julius E. Kohn, and
: Lester L. Bolander and
: Joanna Bolander, his wife
: 15,249 Equity

6" March 1962 Petition for sale of Mortgaged Premises and Chattels (351 S. Woodyear St., etc. M.L.P. 9884-347 (1) and Petitioners Exhibit No. 1/(2) fd.

Same Day Decree (Bond Required $10,000.) (3) fd.

Same Day Military Affidavit (4) fd.

Same Day Statement of Mortgage Claim (5) fd.

19" March 1962 Trustees Approved Bond (6) fd.

27" March 1962 Petition of Joseph J. Brill t/a Brill's Sea Food in re allowance of claim, Exhibit A and Order of Court thereon (7) fd.

2" April 1962 Trustee's Report of Sale (8) fd.

Same Day Ratified Nisi Order (9) fd.

4" May 1962 Certificate of Publication (10) fd.

Same Day Trustee's Report of Sale finally ratified and confirmed Order (11) fd.

FILED

1962 OCT 19 PM 1:53

23" July 1962 Petition of Trustee in re substitution of John P. Zebelean, Jr. and Alice Zebelean, his wife as purchasers in place and stead of Harriet Schaper Ochlech and Order of Court thereon directing same (12) fd.

3" August 1962 Auditors Report and Account (13) fd.

Same Day Ratified Nisi Order fd.

21" August 1962 Auditors Report and Account finally ratified and confirmed Order fd.

4" September 1962 Motion for Decree in personal (14) fd.

Same Day Subpoena (15) issd. (Summoned)

4" September 1962 Subpoena to Anne Arundel Co. (16) issd. (Summoned as marked)

5" October 1962 Subpoena (17) re-issd (Summoned)

18" October 1962 Decree in Personam entered in favor of Plaintiffs for the sum of $21,259.01 against Bennie Murchin & Bernice A. Murchin, his wife, Julius Rohn and Joanna Bolander with interest until paid (18) fd

M( )ION FOR DECREE IN PERSONAM( )

JOHN ZEBELEAN
ROSA ZEBELEAN

vs.

BENNIE MURCHIN, and BERNICE A. MURCHIN, his wife,
JULIUS E. ROHN
LESTER L. BOLANDER, and JOANNA BOLANDER, his wife

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

C-103-1962

LIBER 142 PAGE 46

No. 15,249 Equity

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of John Zebelean and Rosa Zebelean mortgagees in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of Twenty One Thousand Two Hundred Fifty Nine and one cent Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 21st day of August, 19 62, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of Twenty One Thousand Two Hundred Fifty Nine and one cent dollars against the said Bennie Murchin and Bernice A. Murchin, his wife, Julius E. Rohn and Lester L. Bolander and Joanna Bolander, his wife being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $21,259.01 against the said Mortgagors upon due notice being given by summons or otherwise as the Court may direct to the said Defendants

And as in duty &c.

/s/ E. Thomas W. Stahl
E. Thomas W. Stahl
Attorney for Mortgagee.

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 4th day of September, 19 62, that the Clerk of this Court be and is hereby directed to issue the writ of subpoena directed to the said Bennie Murchin & Bernice A. Murchin, his wife, Julius E. Rohn, Lester L. Bolander & Joanna Bolander, his wife, commanding him to be and appear in this Court on the first Monday of October, 19 62, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

Bennie Murchin, Bernice A. Murchin, Joanna Bolander and Julius E. Rohn the mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 4th day of September, 19 62, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 18th day of October, 19 62, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of John Zebelean & Rosa Zebelean the plaintiff herein for the sum of $21,259.01 Dollars against the said Bennie Murchin & Bernice A. Murchin, his wife, Julius Rohn, Joanna Bolander, Defendants with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

Reuben Oppenheimer

James K. Cullen

LIBER 142 PAGE 47

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries, Motion for Decree in Personam and Decree in personam entered in favor of Plaintiffs for the sum of $21,259.01 against Bennie Murchin, et al

now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 19th day of October A. D., 19 62

Henry J. Ripperger
Clerk.

FILED
1962 OCT 19 PM 1:55

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LIBER 142 PAGE 48

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

WILLIE V. MILLER and

.....

LULA M. MILLER, his wife

.....

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

Case No. 15,053

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 18th day of October A.D. 1955 the defendant 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 $9,600.00 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 since the date of said Mortgage, said defendants, by their deed dated September 26, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1086, folio 479, conveyed their interest in the mortgaged property unto United States Land and Investment Corporation, it being now the owner of record of the mortgaged property.

THAT your Petitioner files herewith an affidavit by President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the military status of the defendants herein, who were the former 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 occured 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

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1962 JUN 26 AM 11:38

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

PETITIONER'S EXHIBIT NO. 1

No. 15,053 Equity

This Mortgage, made this 18th day of October, in the year one thousand nine hundred and fifty-five, between WILLIE V. MILLER and LULA M. MILLER, 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 WILLIE V. MILLER and LULA M. MILLER, his wife, - the sum of NINE THOUSAND SIX HUNDRED and no/100 ($9,600.00) - - - - - - - - - - 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 Fifty-nine and no/100 ($59.00) - - - - - - - - - - - - - - dollars on or before the twentieth 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 WILLIE V. MILLER and LULA M. MILLER, 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 Thirty (30), fronting on the westernmost side of St. James Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48. The improvements thereon being now known as No. 211 St. James 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.

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1962 JUN 26 AM 11:38

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TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, 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:

1- One (1) Electric FRIGIDAIRE Clothes Washer.

2- One (1) Electric FRIGIDAIRE Clothes Dryer.

~~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 or~~ 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 7th days of March and September 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 twentieth 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.

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LIBER 975 PAGE 100 LIBER 142 PAGE 52

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:

Thelma B. Breeden

(Thelma B. Breeden)

Willie V. Miller (SEAL)
Willie V. Miller

Lula M. Miller (SEAL)
Lula M. Miller

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 18th day of October in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared WILLIE V. MILLER and LULA M. MILLER, 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.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on
May 6, 1957

Rec'd for record Oct. 25, 1955, at 9:10 A.M.
Per George T. Cromwell, Clerk.
Mailed to Podlich & Podlich

(3) A

MORTGAGE

FROM
Willie V. Miller & Lula M. Miller his wife

TO
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 25 Oct. 1955 at 9 o'clock A.M.
Same day recorded in Liber G.T.C. No. 975 Folio 97 &c. one of the Land Records of A.A. Co.
and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $ 7.50

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot No. 30 St. James Drive
(211 St. James Drive)
Description approved
R.F.P.
Execution approved

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

PETITIONER'S EXHIBIT NO. 2

LIBER 142 PAGE 53

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIE V. MILLER and LULA M. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 15,053 Equity

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 ..... 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 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.

Dwight F. Brunk *Affiant.*

Subscribed and sworn to before me this 25th day of June 19 62

Elsie Curtis
Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 JUN 26 AM 11:38

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STATEMENT OF MORTGAGE CLAIM

LIBER 142 PAGE 54

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIE V. MILLER and

LULA M. MILLER, his wife

DOCKET ..... FOLIO .....
CASE NO. 15,053 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 the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 18th day of October, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 975, folio 97, secured by the leasehold premises therein described -

Original Loan	$9,600.00
Amount repaid	1,332.14
Loan Balance	$8,267.86
Interest to 7-26	176.20
	$8,444.06
Credit Expenses Account	6.63
	$8,437.43

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 25th day of June 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 NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 JUN 26 AM 11:38

LIBER 142 PAGE 55 DOCKET ..... FOLIO .....

CASE No. 15,053 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIE V. MILLER and

LULA M. MILLER, 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 26th day of June 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.

Approximate Value of Property $10,000.00

Matthew S. Evans

FILED

1962 JUN 26 PM 12:37

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Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 142 PAGE 56

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Bond No. 16 598 62

LIBER 11 PAGE 366

No. 15,053 Equity

Aurora Federal Savings and Loan Association
versus
Willie V. Miller and Lula M. Miller, 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 26th 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

Willie V. Miller and Lula M. Miller, 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.

Test: Elsie Curtis
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.

Bond approved this 26th day of June, 1962
George T. Cromwell, Clerk

FILED
1962 JUN 26 AM 11:38

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Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

SITUATE IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY
KNOWN AS
211 ST. JAMES DRIVE

By Decree of the Circuit Court for Anne Arundel County, passed in a cause entitled "Aurora Federal Savings and Loan Association vs. Willie V. Miller and Lula M. Miller, his wife, the undersigned will sell, at public auctfon, upon the premises, on

Thursday,
July 26, 1962
at 2:45 o'clock p.m.

all that leasehold lot or parcel of ground, situated in the Third District of Anne Arundel County and deseribed as follows:

All that lot of ground and premises known and designated as Lot Numbered Thirty (30) fronting on the westernmost side of St. James Drive, as shown on the Plat of Section One (1) Lehigh, which plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, folio 48. The improvements thereon being now known as No. 211 St. James Drive.

Improved by a one story brick dwelling. eontaining six rooms and one bath, together with an adjacent ear port and subjeet to an annual ground rent of $108.00.

The above described premises will be sold subjcct to such restrictions, conditions, easements and reservations as appear of record in the Plat referred to herein and in the Land Records of Anne Arundel County.

Terms of Sale: A CASH DEPOSIT of $500.00 will be rcquircd of the purchaser at the time and place of sale; balance of purehase price to be paid in eash upon ratifieation of sale by the Circuit Court of Anne Arundel County, in Equity; balanee to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps, and transfer taxes, if any, to be borne by the buyer. All taxes, ground rent and other expenses, including annually aecruing Sanitary District charges for water and sewer services, if any, and all annual benefit charges or assessments imposed for public improvements of any kind or character, shall he adjusted to the date of sale.

WILLIAM F. PODLICH
Trustee

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

Jy-19

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 57

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed

Trustee's Sale 15,053

Willie V. Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of July, 1962. The first insertion being made the 28th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUL 31 PM 3:3

By Marie Tate

LIBER 142 PAGE 58

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

WILLIE V. MILLER and LULA M. MILLER, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket No. ____ Folio _____
Equity No. _____

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 26th day of July, 1962, the undersigned Auctioneer did sell the leasehold property known as No. 211 St James Drive (being Lot No. 30 on the Plat of Section One of LEHIGH, 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 WILLIAM WURZBERGER at and for the sum of NINE THOUSAND TWENTY FIVE and no/100 - 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 _____ Its President

AUCTIONEER

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 26th day of July, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of NINE THOUSAND TWENTY FIVE and no/100 --- Dollars, of which the sum of Five Hundred and no/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agree 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.

_____

1962 AUG -1 AM 11:48

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Wurzberger, 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.

William Wurzberger (SEAL)
Purchaser

JOHN M. MI... NOTARY PUBLIC BALTIMORE, MD.

Notary Public

FILED
1962 AUG -1 AM 11:47

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LIBER 142 PAGE 60

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	NO. 15,053 - EQUITY
	:	IN THE
-vs-	:	CIRCUIT COURT
WILLIE V. MILLER and LULA M. MILLER, his wife	:	FOR ANNE ARUNDEL COUNTY
	:	DOCKET 20 - FOLIO 250

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 No. 211 St. James Drive (Lot No. 30, Plat of Section One 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 Thursday, the 26th day of July, 1962, at 2:45 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to, unto WILLIAM WURZBERGER for the sum of Nine Thousand Twenty-five and 00/100 ($9,025.00) Dollars, he 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 and 00/100 ($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 of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee reports further that said property so sold was not owned by any individual whose Military Status could or might affect the

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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.

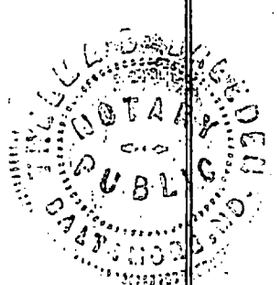
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of July 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Thelma B. Breeden
THELMA B. BREEDEN Notary Public



14

ORDER NISI

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

versus

WILLIE V. MILLER and
LULA M. MILLER, his wife

LIBER 142 PAGE 62

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,053 Equity

Ordered, this 1st day of August, 19 62, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $ 9,025.00

Eleanor G. Owings, Acting Clerk.

True Copy,

TEST: Clerk.

WILLIAM F. PODLICH, Atty. "Md. Gazette" (For August 9th Edition)
(Final Order)

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

versus

WILLIE V. MILLER and
LULA M. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11 day of September, 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 SEP 13 AM 9:20

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 63

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,053 Equity
AURORA FEDERAL SAVINGS And LOAN ASSOCIATION, a body corporate
VERSUS
WILLIE V. MILLER, and LULA M. MILLER, his wife

Ordered, this 1st day of August, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $9,025.00.

ELLEANOR G. AWINGS, Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS, Acting Clerk

A-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,053
Willie V. Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of September, 1962. The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26618 FILED SEP -4 PM 1:47 By H. Tilghman

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LIBER 142 PAGE 64

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

WILLIE V. MILLER and LULA M. MILLER, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,053 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.
October 5, 1962

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

FINAL ORDER

ORDERED BY THE COURT, this 23 day of October, 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.

Louis N. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED
1962 OCT 23 AM 9:09

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Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.
WILLIE V. MILLER and LULA M. MILLER, his wife

LIBER 142 PAGE 65

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
July	26	Proceeds of Sale	9,025	00		
		Interest on deferred payment of $8,525.00 from 7/26/62 to 9/27/62	86	67	9,111	67
		1962 County & State taxes adjusted 7/26/62 to 12/31/62 - (161.15)	68	94		
		Sanitary Commission Assessment, adjusted 7/26/62 to 12/31/62	26	03		
		Ground Rent-adj.-7/26/62 to 9/7/62 (108.00)	12	30	107	27
		Ground Rent collected by Trustee	115	00	115	00
					9,333	94
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	303	35	338	35
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Courts - Court Costs	29	25		
		Auditor - Stating this account	25	00	64	25
		To Trustee for expenses, viz:				
		Maryland Gazette - advertising fee	71	76		
		Maryland Gazette - Order nisi, sale	15	00		
		The Sunpapers - Advertising sale	15	90		
		U.S.Fidelity & Guaranty Co. Bond Premium	40	00		
		E.T.Newell & Co.Inc. - Auctioneer fee	75	00		
		Elsie Curtis - Notary fees	1	50		
		Savings Bank of Balto. Ground Rent 7/7/62 to 9/7/62	54	00		
		Metered water rent adjusted to 7/26/62	16	36		
		House Rent adjusted - 5 days (115.00)	19	16	308	68

		To Aurora Federal Savings & Loan Assn.				
		In full for Mortgage claim filed	8,437	43		
		Interest on principal balance of $8,267.86 from 7/26/62 to 10/20/62 - 86 days @ 5½%	107	32	8,544	75
		To United States Land and Investment				
		Corporation, this surplus	77	91	77	91
					9,333	94

LIBER 142 PAGE 67

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

FRED BERNHARDT

Docket ..... Folio .....
Case No. 15,050
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 16th day of November A.D. 1956 the defendant 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 $ 11,475.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That, since the date of said mortgage, said defendant, by his deed dated September 13, 1957, and recorded among the Land Records of said County, in Liber GTC No. 1159, folio 31, conveyed his interest in the mortgaged property unto United States Land and Investment Corporation, it being now the owner of record of the mortgaged property.

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 defendant herein, who was the former owner of the mortgaged property, which affidavit is marked "Petitioners 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 JUN 26 AM 11:37

LIBER 142 PAGE 68

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1081 PAGE 62

PETITIONER'S EXHIBIT NO. 1

No. 15,050 Equity

This Mortgage, made this 16th day of November,

in the year one thousand nine hundred and fifty-six, between

FRED BERNHARDT, 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 FRED BERNHARDT,

the sum of Eleven Thousand Four Hundred Seventy-five and 00/100 ($11,475.00) 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 Seventy and 50/100 ($70.50) 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 FRED BERNHARDT,

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 One Hundred Seventy-nine (179), situated at the corner formed by the intersection of the southernmost side of Crawford Drive, with the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1229 Crawford 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 Mortgagor herein.

FILED

1962 JUN 26 AM 11:37

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, 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:

1 - One (1) Frigidaire Electric Clothes Washer.

2 - One (1) Frigidaire Electric Clothes Dryer.

3 - One (1) Frigidaire Electric Refrigerator.

~~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 April and October 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.

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LIBER 142 PAGE 71

LIBER 1081 PAGE 65

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 hand and seal of said Mortgagor.

TEST:

Elsie Curtis

ELSIE CURTIS

Fred Bernhardt (SEAL)
(Fred Bernhardt)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 16th day of November 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 FRED BERNHARDT, , the mortgagor(~~s~~), named in the aforegoing mortgage and he, ~~[illegible]~~ 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 NOTARY PUBLIC BALTIMORE, MD.

My commission expires on May 6, 1957

Elsie Curtis
Notary Public.

ELSIE CURTIS

Rec'd for record Nov. 21 1956 at 11.52 A.
Mailed to Podlich + Podlich

③ M

MORTGAGE

FROM

FRED BERNHARDT

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. one of the Land Records of and examined per Clerk.

Cost of Record $ 8.50

REC'D FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY
'956 NOV 21 AM 11:52
& RECORDED IN LIBER GTC
NO. 1081 FOLIO 62
FOR CROMWELL, CLERK

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot 179, Sect. 5 of LEHIGH
1229 Crawford Drive

Description approved

Execution approved

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

PETITIONER'S EXHIBIT NO. 2 LIBER 142 PAGE 72

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRED BERNHARDT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 15,050 Equity

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 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.

Dwight F. Brunk
Dwight F. Brunk *Affiant.*

Subscribed and sworn to before me this 25th day of June 19 62

Elsie Curtis
Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 JUN 26 AM 11:37

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STATEMENT OF MORTGAC CLAIM

LIBER 142 PAGE 73

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRED BERNHARDT

DOCKET ..... FOLIO .....
CASE NO. 15,050 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 the above named defendant to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 16th day of November, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1081, folio 62, secured by the leasehold premises therein more fully described -

Original Loan	$11,475.00
Amount repaid	1,167.24
Loan Balance	$10,307.76
Interest to 7-26-62	236.76
	$10,544.52
Expense Account Deficit	7.26
	$10,551.78

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 25th day of June 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.

NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal,

FILED

1962 JUN 26 AM 11:57

Elsie Curtis

Notary Public.

Elsie Curtis

LIBER 142 PAGE 74

DOCKET ..... FOLIO .....

CASE No. 15,050 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRED BERNHARDT

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 26th day of June 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 $10,500.00 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.

Approximate Value of Property

$ 10,500.00

Matthew P. Evans

FILED

1962 JUN 26 PM 12:35

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 142 PAGE 75

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Bond No. 16 597 62

LIBER 11 PAGE 363

Aurora Federal Savings and Loan Association

versus

Fred Bernhardt

No. 15,050 Equity

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Charles Street at Saratoga, 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 Five Hundred and 00/100 - Dollars ($ 10,500.00) 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 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

Fred Bernhardt

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.

Test: Elsie Curtis ELSIE CURTIS

William F. Podlich (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal
James R. Schaal
Attorney in fact

Bond approved this 26 day of June, 1962
George T. Dronenburg, Clerk
by Sub

FILED
1962 JUN 26 AM 11:37

Trustee's Sale

Of Valuable Leasehold Property

SITUATED IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY KNOWN AS 1229 CRAWFORD DRIVE

By Decree of the Circuit Court for Anne Arundel County, passed in a case entitled "Aurora Federal Savings and Loan Association vs. Fred Bernhardt", the undersigned will sell, at public auction, on the premises, on

Thursday, July 26, 1962 at 2:30 o'clock P.M.

all that leasehold lot or parcel of ground situated in the Third District of Anne Arundel County, and described as follows:

All that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy Nine (179), situated at the corner formed by the intersection of the southernmost side of Crawford Drive with the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5 — LEHIGH" which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1229 Crawford Drive.

Improved by a one story brick dwelling, containing seven rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

The above described premises will be sold subject to such restrictions, conditions, easements and reservations as appear of record in the Plat referred to herein and in the Land Records of Anne Arundel County.

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 to be paid in cash upon ratification of sale by the Circuit Court of Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps and transfer taxes, if any, to be borne by the buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.
Auctioneer

Jy-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 76

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed

Trustee's Sale 15,050

Fred Bernhardt

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 26 th day of July, 1962. The first insertion being made the 28 th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL 1962
UL 31 PM 3:38 By Harris Tate

LIBER 142 PAGE 77

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

FRED BERNHARDT

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket 20 Folio 248

Case No. 15,050

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 26th day of July, 1962, the undersigned Auctioneer did sell the leasehold property known as No. 1229 Crawford Drive, Lehigh, (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 World Investors

at and for the sum of Nine thousand One Hundred ($9,100.00) 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 26th day of July, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of $9,100.00 of which the sum of Nine thousand One Hundred ($9,100.00) ~~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.

- WORLD INVESTORS

_____

FILED

1962 AUG -1 AM 11:47

LIBER 142 PAGE 78

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Benjamin J. Wood, 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, World Investors,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Wood Investors by
Benjamin J. Wood (SEAL)
Purchaser

JOHN M. NILES, JR. NOTARY PUBLIC BALTIMORE, MD.

Notary Public

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1962 AUG -1 AM 11:47

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LIBER 142 PAGE 79

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	: NO. 15,050 - EQUITY
	: IN THE
-vs-	: CIRCUIT COURT
FRED BERNHARDT	: FOR ANNE ARUNDEL COUNTY
	DOCKET 20 - FOLIO 248

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 No. 1229 Crawford Drive (Lot No. 179, Plat of Section Five 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 Thursday, the 26th day of July, 1962, at 2:30 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to, unto NATHAN A. FINK and BENJAMIN J. WOOD, trading as WORLD INVESTORS, for the sum of Nine Thousand One Hundred and 00/100 ($9,100.00) Dollars, they 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 purchasers a deposit of Four Thousand One Hundred and 00/100 ($4,100.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchasers to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee reports further that said property so sold was not owned by any individual whose Military Status could or might affect the

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rights 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 purchasers 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, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of July 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

THELMA B. BREEDEN

ORDER NISI

LIBER 142 PAGE 81

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

FRED BERNHARDT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,050 Equity

Ordered, this 1st day of August, 19 62, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $ 9,100.00

Eleanor L. Owings, Acting Clerk.

True Copy,

TEST: Clerk.

WILLIAM F. PODLICH, Atty.

"Md. Gazette" (For August 9th Edition)

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

FRED BERNHARDT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 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 SEP 13 AM 9:21

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,050 Equity
AURORA FEDERAL SAVINGS And LOAN ASSOCIATION, a body corporate
VERSUS
FRED BERNHARDT

Ordered, this 1st day of August, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $9,100.00.

ELLEANOR G. OWINGS, Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS, Acting Clerk

A-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 82

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,050
Fred Bernhardt

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 September, 1962. The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26621 1962 SEP -4 By H. Tilghman

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LIBER 142 PAGE 83

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

FRED BERNHARDT

In the

Circuit Court

For

Anne Arundel County

No. 15,050 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.

October 5, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23 day of October, 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.

Louis N. Phipps
Clerk
Per: [illegible], deputy

1962 OCT 23 AM 9:03

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Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.
FRED BERNHARDT

LIBER 142 PAGE 84

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
July	26	Proceeds of Sale	9,100	00		
		Interest on deferred payment of $5,000.00				
		from 7/26/62 to 9/27/62	50	83	9,150	83
		1962 County & State taxes adjusted 7/26/62 to 12/31/62 (172.03)	74	07		
		1962 Sanitary District charges 7/26/62 to 12/31/62 (64.18)	27	63		
		Fire Insurance Premium adjusted 7/26/62 to 11/16/62 (26.91)	8	30	110	00
		House rent collected by Trustee	65	00	65	00
					9,325	83
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	304	52	339	52
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	29	25		
		Auditor - Stating this account	22	50	61	75
		To Trustee for expenses, viz:				
		Capital Gazette Press - advertising sale	68	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		U.S.Fidelity & Guaranty Co.-Bond premium	42	00		
		Sunday Sun - Advertising sale	16	95		
		E.T. Newell & Co. - Auctioneer fee	75	00		
		Elsie Curtis - Notary fees	1	50		
		Thelma B. Breeden - Notary fee		50		
		M.J. Klappenberger Co.-Repairs to property	49	54		
		Metered water charges-26 days (47.00)	13	61		

	Ground Rent - 3 mos. 9 days (108.00)	29	70		
	House Rent, adjusted - 5 days (125.00)	20	83	332	87
	To Aurora Federal Savings and Loan Assn.				
	this balance on account of claim filed	8,591	69	8,591	69
				9,325	83
	Amount of Mortgage claim filed	10,551	78		
	Interest on principal balance of $10,307.76 from 7/26/62 to 10/20/62-86 days @ 5½%	133	80		
		10,685	58		
	Cr. - Amount allowed above	8,591	69		
	Balance subject to Decree in personam	2,093	89		

LIBER 142 PAGE 86

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

Case No. 15,052

Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ALLEN G. SEYMORE and .....

WILLIE G. SEYMORE, his wife .....

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 25th day of October A.D. 1956 the defendant 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 $10,575.00 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 since the date of said mortgage, said defendants, by their deed dated September 13, 1957, and recorded among the Land Records of said County in Liber GTC No. 1159, folio 26, conveyed their interest in the mortgaged property unto United States Land and Investment Corporation, it being now the owner of record of the mortgaged property.

THAT your petitioner files herewith an Affidavit by of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendants herein, who were the former 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 JUN 26 AM 11:37

LIBER 142 PAGE 87

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1075 PAGE 308

PETITIONER'S EXHIBIT NO. 1

No. 15,052 Equity

This Mortgage, made this - 25th - day of October

in the year one thousand nine hundred and fifty-six, between

ALLEN G. SEYMORE and WILLIE G. SEYMORE, 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 ALLEN G. SEYMORE and WILLIE G. SEYMORE, his wife,

the sum of Ten Thousand Five Hundred Seventy-five and 00/100 ($10,575.00) 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-five and 00/100 ($65.00) 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 ALLEN G. SEYMORE and WILLIE G. SEYMORE, 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 One Hundred Twenty-four (124), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 303 King George 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 JUN 26 AM 11:37

LIBER 142 PAGE 88

LIBER 1075 PAGE 309

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 6th days of February and August 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:

Thelma B. Breeden
(Thelma B. Breeden)

Allen G. Seymore (SEAL)
(Allen G. Seymore)

Willie G. Seymore (SEAL)
(Willie G. Seymore)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this - 25th - day of October 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 ALLEN G. SEYMORE and WILLIE G. SEYMORE, 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.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on May 6, 1957

Rec'd for record Nov. 1, 1956 at 11.42 AM.
Mailed to Podlich & Podlich

THELMA B. BREEDEN NOTARY PUBLIC BALTIMORE, MD.

MORTGAGE

FROM

ALLEN G. SEYMORE and

WILLIE G. SEYMORE, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. one of the Land Records of and examined per Clerk.

RECD FOR RECORD IN LAND RECORDS OF NINE ARUNDEL COUNTY
955 NOV -1 AM 11:42
RECORDED IN LIBER GTC
NO 1075 FOLIO 308
GEO. T. CROMWELL, CLERK

Cost of Record $ 850

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot 124, Section 5 of Lehigh
303 King George Drive

Description approved

Execution approved

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

PETITIONER'S EXHIBIT NO. 2 LIBER 142 PAGE 91

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ALLEN G. SEYMORE and

WILLIE G. SEYMORE, his wife

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

Case No. 15,052 Equity

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 ..... 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 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 members 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 25th day of June 19 62

Elsie Curtis

Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 JUN 26 AM 11:38

STATEMENT OF MORTGAGE CLAIM

LIBER 142 PAGE 92

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ALLEN G. SEYMORE and WILLIE G. SEYMORE, his wife

DOCKET ..... FOLIO .....
CASE NO. 15,052 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 the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 25th day of October, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1075, folio 308, secured by the leasehold premises therein more fully described -

Original Loan	$10,575.00
Amount Repaid	1,096.58
Loan Balance	$ 9,479.42
Interest to 7-26-62	217.97
	$ 9,697.39
Expense account credit	11.72
	$ 9,685.67

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 25th day of June 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 NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 JUN 26 AM 11:38

7

LIBER 142 PAGE 93

DOCKET ..... FOLIO .....

CASE No. 15,052 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ALLEN G. SEYMORE and WILLIE G. SEYMORE, 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 26th day of June 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.

Approximate Value of Property $10,000.00

Matthew S. Evans

FILED

1962 JUN 26 PM 12:36

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

Bond No. 16 600 62

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 142 PAGE 94

LIBER 11 PAGE 365

Aurora Federal Savings and Loan Association

versus

Allen G. Seymore and
Willie G. Seymore, his wife

No. 15,052 Equity

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Charles Street at Saratoga, 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 26th 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

Allen G. Seymore and
Willie G. Seymore, 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.

Test: Elsie Curtis ELSIE CURTIS

William F. Podlich (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal
James R. Schaal
Attorney in fact

Bond approved this 26th day of June, 1962

George T. Cromwell, Clerk

FILED

1962 JUN 26 AM 11:38

9

Trustee's Sale

Of Valuable Leasehold Property

SITUATE IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY
KNOWN AS
303 KING GEORGE DRIVE

By Decree of the Circuit Court for Anne Arundel County in a case entitled "Aurora Federal Savings and Loan Association vs. Allen G. Seymore and Willa G. Seymore, his wife", the undersigned will sell at public auction, upon the premises, on

Thursday, July 26th, 1962 at 3:00 o'clock P.M.

all that leasehold lot or parcel of ground, situated in the Third District of Anne Arundel County and described as follows:

All that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-Four (124) situated on the south side of King George Drive, as shown upon the Plat of Section 5, of Lehigh, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 303 King George Drive.

Improved by a one story brick dwelling, containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

The above described premises will be sold subject to such restrictions, conditions, easements and reservations as appear of record in the Plat referred to herein and in the Land Records of Anne Arundel County.

Terms of Sale: A CASH DEPOSIT of $500.00 will be required of the purchase at the time and place of sale; Balance of purchase price to be paid in CASH upon ratification of sale by the Circuit Court of Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps, and transfer taxes, if any, to be borne by the buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.,
Auctioneer

Jy-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 95

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed

Trustee's Sale 15,052

Allen G. Seymore

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 26 TH day of July, 1962. The first insertion being made the 28 TH day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
1962
JUL 31 PM 3:38

LIBER 142 PAGE 96

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT FOR
a body corporate, : ANNE ARUNDEL COUNTY

vs. : Docket 20 Folio 249

ALLEN G. SEYMORE and
WILLIE SEYMORE, his wife : Equity No. 15,052

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 26th day of July, 1962, the undersigned Auctioneer did sell the leasehold property known as No. 303 St George Drive (being Lot No. 124 on the Plat of Section Five of Lehigh, 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 Eight Thousand and no/100 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 John M. Miller Jr. its President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 26th day of July, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of Eight Thousand and no/100 ---------- Dollars, of which the sum of Five Hundred and no/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agree 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.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By L. C. Thomas
Its Agent

FILED
1962 AUG -1 AM 11:47

LIBER 142 PAGE 97

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of July 26, 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 ~~Aurora Fed. Sav. & Loan~~, 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. Sav. & Loan) 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 Ass'n
By L. C. Thomas, Agt. (SEAL)
Purchaser

Notary Public

FILED
1962 AUG -1 AM 11:47

LIBER 142 PAGE 98

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	NO. 15,052 - EQUITY
	:	IN THE
-vs-	:	CIRCUIT COURT
ALLEN G. SEYMORE and WILLIE G. SEYMORE, his wife	:	FOR ANNE ARUNDEL COUNTY
	:	DOCKET 20 - FOLIO 249

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 303 King George Drive (Lot No. 124, Plat of Section Five 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 noticeof 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 Thursday, the 26th day of July, 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 Eight Thousand and 00/100 ($8,000.00) Dollars, it 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 and 00/100 ($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.

Said Trustee further reports that said property so sold was not owned by any individual whose Military Status could or might affect the

1962 AUG -1 AM 11:47

13

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 31st day of July 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, 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 thereb reported was fairly made.

WITNESS my hand and Notarial Seal.

Thelma B. Breeden

Notary Public

THELMA B. BREEDEN

NOTARY PUBLIC BALTIMORE MD.

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ORDER NISI

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

versus

ALLEN G. SEYMORE and
WILLIE G. SEYMORE, his wife

LIBER 142 PAGE 100
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,052 Equity

Ordered, this 1st day of August, 19 62, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $ 8,000.00

Eleanor G. Jennings, Clerk.

True Copy,

TEST: Clerk.

WILLIAM F. PODLICH, Atty. "Md. Gazette" (For August 9th Edition)

(Final Order)

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

versus

ALLEN G. SEYMORE and
WILLIE G. SEYMORE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 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 SEP 13 AM 9:21

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 101

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,052

Allen G. Seymore

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 September, 1962 The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 26619

FILED

1962 SEP -4 PM 1:47

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,052 Equity

AURORA FEDERAL SAVINGS And LOAN ASSOCIATION, a body corporate

VERSUS

ALLEN G. SEYMORE and WILLIE G. SEYMORE, his wife

Ordered, this 1st day of August, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $8,000.00.

ELLEANOR G. OWINGS, Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS, Acting Clerk

A-30

LIBER 142 PAGE 102

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

ALLEN G. SEYMORE and WILLIE G. SEYMORE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,052 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 OCT -5 AM 10:20

All of which is respectfully submitted.

October 5, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23 day of October, 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.

Louis N. Phipps
Clerk
Per: E. Fitzhugh, deputy

FILED
1962 OCT 23 AM 9:09

18

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.

ALLEN G. SEYMORE and WILLIE G. SEYMORE, his wife

LIBER 142 PAGE 103

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
July	26	Proceeds of sale	8,000	00		
		Interest on deferred payment of $7,500.00				
		from 7/26/62 to 9/12/62	57	50	8,057	50
		1962 County & State taxes adjusted 7/26/62 to 12/31/62 (161.15)	68	94		
		1962 Water & Sewer assessment adjusted 7/26/62 to 12/31/62 (57.56)	26	95	95	89
					8,153	39
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	271	73	306	73
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court costs	29	25		
		Auditor - Stating this account	22	50	61	75
		To Trustee for expenses, viz:				
		Maryland Gazette - advertising sale	64	76		
		Maryland Gazette - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	15	55		
		U.S.Fidelity & Guaranty Co.-Bond premium	20	00		
		E.T.Newell & Co. Inc. - Auctioneer fee	25	00		
		Elsie Curtis - notary fees	2	00		
		Ground Rent 2/6/62 to 7/26/62- (108.00)	51	00		
		Metered water rent to 7/26/62	28	25	221	56
		To Aurora Federal Savings & Loan Association				
		this balance on account of claim filed	7,563	35	7,563	35
					8,153	39

		Amount of Mortgage claim filed	9,685	67		
		Interest on principal balance of $9,479.42 from 7/26/62 to 10/20/62-86 days @ 5½%	123	04		
			9,808	71		
		Cr. - Amount allowed above	7,563	35		
		Balance subject to Decree in personam	2,245	36		

LIBER 142 PAGE 105

Docket ..... Folio .....
Case No. 15051
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, his wife

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 31st day of October A.D. 1956 the defendant 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 $10,575.00 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, since the date of said mortgage, said defendants, by their deed dated September 13, 1957, and recorded among the Land Records of said County, in Liber GTC No. 1159, folio 28, conveyed their interest in the mortgaged property unto United States Land and Investment Corporation, it being now the owner of record of the mortgaged property.

That your petitioner files herewith an affidavit made by of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, concerning the Military Status of the defendants herein, who were the former 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

Attorney for Plaintiff

FILED

1962 JUN 26 AM 11:37

LIBER 142 PAGE 106

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

PETITIONER'S EXHIBIT NO. 1

LIBER 1077 PAGE 247

No. 15,051 Equity

This Mortgage, made this - 31st - day of October

in the year one thousand nine hundred and fifty-six , between

CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, 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 CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, his wife,

the sum of Ten Thousand Five Hundred Seventy-five and 00/100 ($10,575.00) 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-five and 00/100 ($65.00) 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 CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, 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 One Hundred Thirty-four (134), situated on the south side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1218 Montgomery 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 JUN 26 AM 11:37

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LIBER 142 PAGE 107
LIBER 1077 PAGE 248

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, 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:

1 - One (1) Frigidaire Electric Clothes Washer.

2 - One (1) Frigidaire Electric Clothes Dryer.

3 - One (1) Frigidaire Electric Refrigerator.

[illegible] 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, [illegible] 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 6th days of February and August 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:

Thelma B. Breeden
(Thelma B. Breeden)

Charles C. Holbrook Jr. (SEAL)
(Charles C. Holbrook, Jr.)

Louise G. Holbrook (SEAL)
(Louise G. Holbrook)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this - 31st - day of October 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 CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, 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.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on May 6, 1957

Rec'd for record Nov. 8 1956 at 11.03 A.M.
Mailed to Podlich & Podlich

(3) H

MORTGAGE

FROM

CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. one of the Land Records of and examined per Clerk.

Cost of Record $ 5.50

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot 134, Section 5 of LEHIGH
1218 Montgomery Drive

Description approved
A/B

Execution approved
RP

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

LIBER 142 PAGE 110

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

CHARLES C. HOLBROOK JR. and LOUISE G. HOLBROOK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 15,051 Equity

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 ..... 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 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.

Dwight F. Brunk, *Affiant.*

Subscribed and sworn to before me this 25th day of June 19 62.

Elsie Curtis
Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

STATEMENT OF MORTGAG CLAIM

LIBER 142 PAGE 111

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, his wife

DOCKET ..... FOLIO .....
CASE NO. 15,051 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 the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 13st day of October, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077, folio 247, secured by the leasehold premises therein described:

Original Loan	$10,575.00
Amount repaid	1,085.47
Loan Balance	$ 9,489.53
Interest to 7-26-62	218.20
	$ 9,707.73
Credit expense account	11.62
	$9,696.11

Aurora Federal Savings and Loan Association INCORPORATED 1895

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 25th day of June 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.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal.

Elsie Curtis
Notary Public.

FILED
1962 JUN 26 AM 11:37

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LIBER 142 PAGE 112

DOCKET ..... FOLIO .....

CASE No. 15,051 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, 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 26th day of June 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.

Approximate Value of Property $10,000.00

Matthew S. Evans

FILED

1962 JUN 26 PM 12:36

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Judicial 10—MARYLAND—TRUSTEE TO SELL

Bond No. 16 601 62

LIBER 142 PAGE 113

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 11 PAGE 364

No. 15,051 Equity

Aurora Federal Savings and Loan Association

versus

Charles C. Holbrook, Jr. and Louise G. Holbrook, his wife

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Charles Street at Saratoga, 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 26th 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

Charles C. Holbrook, Jr. and Louise G. Holbrook, 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.

Test:

Elsie Curtis ..... William F. Podlich ..... (SEAL)

ELSIE CURTIS .... (SEAL)

.... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal
James R. Schaal
Attorney in fact

Bond approved this 26th day of June, 1962

George T. Cromwell, Clerk

FILED

1962 JUN 26 AM 11:37

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Trustee's Sale

Of Valuable Leasehold Property

SITUATED IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY
KNOWN AS
1218 MONTGOMERY DRIVE

By Decree of the Circuit Court for Anne Arundel County, passed in a cause entitled "Aurora Federal Savings and Loan Association vs. Charles C. Holbrook, Jr. and Louise G. Holbrook, his wife," the undersigned will sell, at public auction, upon the premises on

Thursday,
July 26, 1962
at 2:15 o'clock P.M.

all that leasehold lot or parcel of land situated in the Third District of Anne Arundel County, and described as follows:

All that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-Four (134) situated on the south side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1218 Montgomery Drive.

Improved by a one story brick dwelling, containing six rooms and one bath, together with an adjacent car port, and subject to an annual ground rent of $108.00.

The above described premises will be sold subject to such restrictions, conditions, easements and reservations as appear of record in the Plat referred to herein and in the Land Records of Anne Arundel County.

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 to be paid in cash upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps, and transfer taxes, if any, to be borne by the Buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.,
Auctioneer

Jy-19

FILED
JUL 1962
JUL 31 PM 3:38

No

10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 114

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed

Trustee's Sale 15,051

Charles C. Holbrook, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 26th day of July, 1962. The first insertion being made the 28th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

LIBER 142 PAGE 115

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT
a body corporate,
: FOR
vs.
: ANNE ARUNDEL COUNTY
CHARLES C. HOLBROOK, JR. and
LOUISE G. HOLBROOK, his wife :
Docket 20 Folio 249
: Equity No. 15,051

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 26th day of July, 1962, the undersigned Auctioneer did sell the leasehold property known as No. 1218 Montgomery Drive (being Lot No. 134 on the Plat of Section Five of LEHIGH, in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property puclished in The Maryland Gazette) unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

at and for the sum of Eight Thousand and no/100 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 _____ Its President

Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 26th day of July, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of Eight Thousand and no/100 Dollars of which the sum of Five Hundred and no/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.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____

Its Agent

1962 AUG -1 AM 11:47

LIBER 142 PAGE 116

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26 day of July 26, 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 Assn
By L. C. Thomas, Agt (SEAL)
Purchaser

Notary Public

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1962 AUG -1 AM 11:47

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LIBER 142 PAGE 117

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 15,051 - EQUITY
	:	IN THE
-vs-	:	CIRCUIT COURT
CHARLES C. HOLBROOK, JR., and LOUISE G. HOLBROOK, his wife	:	FOR ANNE ARUNDEL COUNTY
	:	DOCKET 20 - FOLIO 249

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 No. 1218 Montgomery Drive, (Lot No. 134 Plat of Section Five 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 Thursday, the 26th day of July, 1962, at 2:15 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 Eight Thousand and 00/100 ($8,000.00) Dollars, it 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 and 00/100 ($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 of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee further reports 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.

13

Said Trustee files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificaee 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, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

THELMA B. BREEDEN

14

ORDER NISI

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

CHARLES C. HOLBROOK, JR., and LOUISE G. HOLBROOK, his wife

LIBER 142 PAGE 119
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,051 Equity

Ordered, this 1st day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by WILLIAM F. PODLICH, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $ 8,000.00

Eleanor G. Jennings, Acting Clerk.

True Copy,

TEST: Clerk.

WILLIAM F. PODLICH, Atty. "Md. Gazette" (For August 9th Edition)

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

CHARLES C. HOLBROOK, JR., and LOUISE G. HOLBROOK, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 19 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 SEP 13 AM 9:21

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 120

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 15,051 Charles C. Holbrook, 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 September, 1962. The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 SEP -4 PM By T.H. Tilghman

No. M. G. 26620

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,051 Equity
AURORA FEDERAL SAVINGS And LOAN ASSOCIATION, a body corporate
VERSUS
CHARLES C. HOLBROOK, JR., and
LOUISE G. HOLBROOK, his wife

Ordered, this 1st day of August, 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 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $8,000.00.

ELLEANOR G. OWINGS, Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS, Acting Clerk

A-30

LIBER 142 PAGE 121

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,

a body corporate

VS.

CHARLES C. HOLBROOK, JR. and

LOUISE G. HOLBROOK, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,051 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.

October 2, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of October, 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.

Louis N. Phipps

Clerk

Per: [illegible], deputy

1962 OCT 18

LIBER 142 PAGE 122

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.

CHARLES C. HOLBROOK, JR. and LOUISE G. HOLBROOK, his wife

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
July	26	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,500.00 from 7/26/62 to 9/12/62	57	50	8,057	50
		Water & Sewer Benefit assessment, adjusted 7/26/62 to 12/31/62 - (57.56)	24	63		
		1962 County & State taxes adjusted 7/26/62 to 12/31/62 - (161.15)	68	94	93	57
		House rent collected by Trustee	115	00	115	00
					8,266	07
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	271	73	306	73
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	29	25		
		Auditor - Stating this account	22	50	61	75
		To Trustee for expenses, viz:				
		Maryland Gazette - advertising sale	63	00		
		Maryland Gazette - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	15	90		
		U.S. Fidelity & Guaranty Co.-Bond premium	20	00		
		E.T. Newell & Co. - auctioneer fee	25	00		
		Elsie Curtis - notary fees	1	50		
		Ground Rent from 2/6/62 to 7/26/62 (108.00)	51	00		
		Metered water rent to 7/26/62	14	44	205	84

	To Aurora Federal Savings & Loan Assn.				
	this claim on account of claim filed	7,691	75	7,691	75
				8,266	07
	Amount of Mortgage claim filed	9,696	11		
	Interest on Principal balance of $9,489.53 from 7/26/62 to 10/17/62-83 days @ 5½%	118	48		
		9,814	59		
	Cr. - Amount allowed above	7,691	75		
	Balance subject to decree in personam	2, 122	84		

LIBER 142 PAGE 124

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE,	:	Docket 20 folio 162 No. 14890 Eq.

MR. CLERK:

Please docket a suit in the above entitled case and file the within Exhibit.

Fred J. Van Slyke, Attorney
named in the Mortgage.

FILED
1962 MAR 15 AM 10:58

City—County Direct Reduction For...

LIBER 142 PAGE 125
BOOK 1273 PAGE 259 No. 14,890 Eq.

This Mortgage, Made this 30th day of January, in the year one thousand, nine hundred and fifty-nine, between WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagors, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY 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 Eleven thousand ---------- ($11,000.00) Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of Ninety-three and 50/100 ($93.50) - 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 in fee simple all that lot of ground situate and lying in THIRD Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING FOR THE same and being all that lot of ground situate in the Third Election District of Anne Arundel County, Maryland, and being on the south-east side of Phillips Road and being Lot No. 110 as laid out on the Revised Plat of Shoreacres, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book FSR No. 2, folio 46, now Plat Book 7, folio 19.

BEING the same lot of ground which by Deed of even date and intended to be recorded prior hereto among the Land Records of Anne Arundel County, was acquired from Annie Catherine Lerp, Widow, by the mortgagors herein.

SUBJECT to restrictions of record.

FILED
1962 MAR 15 AM 10:59

IF the above mortgage loan is paid off in full within five years from

2

the date hereof, the Mortgagee may make a charge of three per cent (3%) of the amount prepaid.

AT Mortgagee's option, Mortgagors will pay a "late charge" not exceeding four per cent (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.

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s the ir 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 Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagees 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.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or FRED JL VAN SLYKE, 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 Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

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

WITNESS:

Fred J. Van Slyke

William A Lanasa (SEAL)
William A. Lanasa

Mildred L. Lanasa (SEAL)
Mildred L. Lanasa

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore City, to wit: BOOK 1273 PAGE 262

I HEREBY CERTIFY that on this 30th day of January, 1959, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, the within named Mortgagors,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared VLAST KOENIGSMARK, 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.

Fred J. Van Slyke
Fred J. Van Slyke Notary Public.

Rec'd for record Feb. 13, 1959. at 11:55 A.M.
Mailed to Van Slyke & Doyle

STATEMENT OF MORTGAG CLAIM

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

WILLIAM A. LANASA AND

MILDRED L. LANASA, HIS WIFE.

IN THE
LIBER 142 PAGE 128
CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

Docket 20 Folio 162
No. 14890 Eq

STATEMENT OF MORTGAGE DEBT

BRoadway 6-6240

Bohemian Building, Loan & Savings Association
"SLAVIE"

730 NORTH COLLINGTON AVENUE
BALTIMORE 5, MARYLAND

AUTHORITY FOR RELEASE OF MORTGAGE

March 13 19 62

The following is a statement of your account at the date indicated. Payment of the amount shown may be made to the Association or to: Van Slyke & Doyle, Attys. 730 N. Collington Ave., Baltimore 5, Md. Check should be made payable to: Bohemian Building, Loan and Savings Assn. "SLAVIE".

ACCOUNT No. B6-1978
NAME OF MORTGAGOR William A. and Mildred A. Lanasa
PROPERTY MORTGAGED Wharf and Phillips Drive

STATEMENT OF ACCOUNT

PRINCIPAL PAYMENT REQUIRED FOR RELEASE OF	Wharf and Phillips Drive		
ORIGINAL AMOUNT OF LOAN DATED	Jan. 30,1959	$11,000.00	
PAID ON ACCOUNT OF PRINCIPAL		802.61	
BALANCE DUE			$10,197.39
EXPENSE ACCOUNT:			
LESS: CREDIT BALANCE		124.89	
PLUS: DEBIT BALANCE		- -	$10,072.50
INTEREST	4 months & 10 days	230.34	
PRE-PAYMENT FEE			
RELEASE FEE			
PREPARING STATEMENT			
TOTAL AMOUNT DUE			$10,302.84

1961 TAXES PAID $ 156.89
GROUND RENT DUE fee simple PAID $
INSURANCE POLICY # 77051 AMT. $ 11,000 EXPIRES: Jan. 30,1964
COMPANY Insurance Company of North America

The above statement is good until April 15th, 1962. If settlement is not made by this date, add $ per month.

Statement ordered by:

Van Slyke and Doyle, Attorneys

FILED
1962 MAR 15 AM 10:58

Stephen A. Pretl
Authorized Signature
Stephen A. Pretl, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th 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 County personally appeared Stephen A. Pretl, Secretary for Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City 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,

Fred J. Van Slyke, *Notary Public.*

6A

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

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

WILLIAM A. LANASA AND

MILDRED L. LANASA, HIS WIFE,

LIBER 142 PAGE 130
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

Docket 20 Folio 162
No. 14,890 Eq.

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 Stephen A. Pretl, Secretary for BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

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

Stephen A. Pretl
Affiant.

Stephen A. Pretl, Secretary

Subscribed and sworn to before me this 14th day of March 19 62

Fred J. Van Slyke
Notary Public

Fred J. Van Slyke

FILED
1962 MAR 15 AM 10:59

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 142 PAGE 131
LIBER 11 PAGE 313

BOND OF Attorney

TO SELL Real Estate

No. 14,890 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke

730 Collington Avenue, Baltimore 5, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of April , in the year of our Lord, nineteen hundred and sixty-two

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from William A. Lanasa and Mildred Lanasa, his wife to Bohemian Building Loan and Savings Association "Slavie" of Baltimore City bearing date the 30th day of January , 19 59 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1273 Folio 259 ~~xxxk~~

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 Fred J. Van Slyke

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

James Doyle, 3rd

Fred J. Van Slyke (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Neeth, Attorney in fact

FILED

1962 APR 25 AM 9:43

Bond approved this 25th day of April, 1962

George T. Cromwell, Clerk

per ej - Deputy

8

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

LIBER 142 PAGE 132

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 11 PAGE 315

No. 14,890 Equity

Additional
BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke,

730 Collington Avenue, Baltimore 5, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred and 00/100 - - - - - - - - - - - - - - - - Dollars ($500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of April , in the year of our Lord, nineteen hundred and sixty-two

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from William A. Lanasa and Mildred Lanasa, his wife to Bohemian Building Loan and Savings Association "Slavie" of Baltimore City bearing date the day of January 30 , 19 59 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1273 Folio 259

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

Fred J. Van Slyke

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

James Doyle, 3rd

Fred J. Van Slyke (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal, Attorney in Fact

FILED
1962 APR 27 PM 1:43

Additional
Bond approved this 27 day of April , 1962

George T. Cromwell Clerk

9

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

VS.

WILLIAM A. LANASA AND

MILDRED L. LANASA, HIS WIFE,

LIBER 142 PAGE 133

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 27th Day of April 1962, sold the property described in the attached advertisement of sale at and for the sum of $ 10,000 to Rudolph Vernon Lerp Sr. Evelyn G. Lerp Sr. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 27th Day of April 1962, purchased the property described in the attached advertisement of sale from Fred J. Van Slyke, Attorney named in Mortgage, at and for the sum of $ 10,000 — and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Rudolph V. Lerp Sr.
Rudolph V. Lerp Sr.
Evelyn G. Lerp
Evelyn G. Lerp Purchaser

FILED
1962 MAY -1 PM 4:26

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

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 Baltimore City, personally appeared Rudolph V. Lerp Sr. and Evelyn G. Lerp, His Wife, purchasersat 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, or he purchased same as agent and his principal is ----------, and that he has not directly or indirectly discouraged anyone from bidding for the said fee simple property, known as Lot No. 110, Revised Plat of Shoreacres, mentioned in the said Report of Sale.

Rudolph V. Lerp (SEAL) Alex Cooper
Purchaser Notary Public
Rudolph V. Lerp Sr. Alex Cooper

Evelyn G. Lerp
Purchaser
Evelyn G. Lerp

BALTIMORE, MD. NOTARY PUBLIC ALEXANDER COOPER

FILED
1962 MAY -1 PM 4:26

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE,	: Docket	Folio 14,890 Equity

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

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage by the mortgage in the above entitled cause to make sale of fee simple property known as Lot No. 110, as laid out on the Revised Plat of Shoreacres, subdivided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 46, now Plat book 7, folio 19, the Third Election District of Anne Arundel County, State of Maryland, in the proceedings in said cause mentioned respectfully shows, that the said Attorney after giving bonds with security for the faithful discharge of his trust as prescribed by law, which were duly approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in the MARYLAND GAZETTE, weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Friday, April 27th, 1962, at 2:00 o'clock p.m. attend on the premises and then and there sold fee simple property known as Lot No. 110, Revised Plat of Shoreacres, Anne Arundel County, Maryland, unto RUDOLPH VERNON LERP SR. and EVELYN G. LERP, HIS WIFE, at and for the sum of TEN THOUSAND DOLLARS ($10,000.00), said property being described as follows:-

ALL that fee simple lot of ground situate and lying in the 3rd Election District of Anne Arundel County on the southeast side of Phillips Rd. near Wharf Rd. and being Lot No. 110 as laid on revised plat of Shore Acres subdivision by Cityco Realty Co. of Baltimore City. Said plat being recorded among the Land Records of Anne Arundel County in Plat Book FSR No. 2 folio 46 now Plat Book 7, folio 19.

Fred J. Van Slyke, Attorney named in the Mortgage

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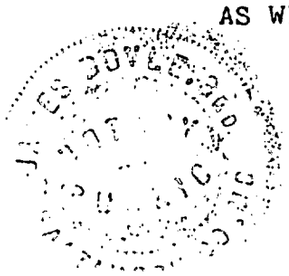
STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 30th day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



James Doyle 3rd, Notary Public

ORDER NISI

FRED J.VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A.LANASA AND MILDRED L.LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE

LIBER 142 PAGE 137

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,890 Equity

Ordered, this 1st day of May, 19 62, That the sale of the property in these proceedings mentioned made and reported by FRED J. VAN SLYKE, Attorney named in the Mortgage

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 $ 10,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

FRED J.VAN SLYKE, Atty. "Md. Gazette" (For May 10th Edition)
(Final Order)

FRED J.VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A.LANASA AND MILDRED L.LANASA, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE

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 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 12 PM 3:02

14

VAN SLYKE & DOYLE
Solicitors
730 North Collington Ave.
Baltimore, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE WATERFRONT PROPERTY

ON DEEP CREEK
Situate On Phillips Rd.
Near Wharf Road
Shore Acres Section, Arnold
Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a Mortgage from William A. Lanasa and Mildred L. Lanasa, his wife to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, dated January 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC 1273 Folio 259 (default having occurred thereunder), the undersigned, Attorney, will sell at Public Auction on the premises on

FRIDAY,
APRIL 27, 1962
AT 2 P.M.

ALL that fee simple lot of ground situate and lying in the 3rd Election District of Anne Arundel County on the southeast side of Phillips Rd. and being Lot No. 110 as laid on revised plat of Shore Acres sub-divided by Cityco Realty Co. of Baltimore City. Said plat being recorded among the Land Records of Anne Arundel County in Plat Book FSR No. 2, folio 46 now Plat Book 7, folio 19.

The improvements consist of a modern 1½-story asbestos shingle dwelling containing 7 rooms and bath. Lot size 50 x 300 ft. more or less.

TERMS OF SALE — A cash deposit of $1,000 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.

FRED J. VAN SLYKE,
Attorney named in Mortgage
ALEX COOPER
Auctioneers, Inc.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868 A-26

No. 14890

OFFICE OF

Maryland Gazette

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

LIBER 142 PAGE 138

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1962

We hereby certify, that the annexed

Attorney's Sale

William A. Lanasa

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of April, 1962 The first insertion being made the 5th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 MAY -3 By 11:20 Hazel Tilghman

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 139

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,890

William A. Lanasa

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

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,890 EQUITY

Fred J. Van Slyke, Attorney Named in the Mortgage from WILLIAM A. LANASA and MILDRED L. LANASA, his wife, to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

versus

WILLIAM A. LANASA and MILDRED L. LANASA, his wife

Ordered, this 1st day of May, 1962; That the sale of the property in these proceedings mentioned made and reported by FRED J. VAN SLYKE, Attorney Named in the Mortgage 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 $10,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-31

No. M. G. 22394

FILED

1962 MAY 31 PM 4

16

LIBER 142 PAGE 140

In the Case of

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM WILLIAM A. LANASA AND MILDRED L. LANASA, HIS WIFE, TO BOHEMIAN BUILDING LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

VS

WILLIAM A. LANASA AND MILDRED L. LANASA, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,890 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.

Auditor.

October 11, 1962

FINAL ORDER

ORDERED BY THE COURT, this 29 day of October, 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

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1962 OCT 29 AM 10:13

17

Dr. Mortgaged Real Estate of William A. Lanasa & Mildred L. Lanasa, his wife

In Acct. with Fred J. Van Slyke, Attorney named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed	10,000 00		
By	Interest, 6%, on deferred payment $9,500.00 4/27/62 to 9/24/62	229 32		
By	Adjustment, 1962 Real Estate Taxes	104 49		
			10,333 81	
To	Attorney, for fee, viz.	100 00		
To	Attorney, for commissions	330 00		
			430 00	
To	Attorney, for court costs, viz.			
	Plaintiff's Solicitor appearance fee	10 00		
	Clerk, court costs	41 50		
	Auditor, this account	22 50		
			74 00	
To	Attorney for disbursements, viz.			
	Capital-Gazette Press, Inc.			
	Advertisement & Nisi - Sale	78 00		
	United States Fidelity & Guaranty			
	Company - bond	45 00		
	Alex Cooper			
	Auctioneer's fee 310.00			
	Advertising-Sunpapers 65.60	375 60		
	½ Federal and State stamps	16 50		
			515 10	
To	Bohemian Building Loan and Savings			
	Association "Slavie" of Baltimore			

City, Mortgagee, on account of			
Mortgage claim			9,314 71
Balance due on Mortgage as per claim			
filed	10,302 84		
Interest, 6%, on principal balance			
$10,072.50 from 3/13/62 to 10/27/62	377 70		
	10,680 54		
Credit amount allowed above	9,314 71		
This amount subject to decree in			
personam	1,365 83		

LIBER 142 PAGE 143

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
EDWARD L. COLLISON AND SABILLA MILDRED COLLISON, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No. 14,970

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 Edward L. Collison and Sabilla Mildred Collison, his wife to Baltimore Federal Savings and Loan Association, dated January 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1365 folio 189.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

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1962 APR 26 AM 9:17

LIBER 142 PAGE 144

BOOK 1365 PAGE 189 No. 14970 Equity

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

MORTGAGE

THIS MORTGAGE, Made this 18th day of January, A. D. 19 60, by and between EDWARD L. COLLISON and SABILLA MILDRED COLLISON, 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 TEN THOUSAND SIX HUNDRED and 00/100ths Dollars ($10,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five & three fourths per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY-ONE and 90/100ths Dollars ($ 61.90), commencing on the first day of February, 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 January, 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. 11, as shown on the plat entitled "Section 3, Sun Valley" dated January, 1959, by John E. Harms, Jr. & Associates, Surveyors, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvements thereon being known as No. 914 Shellye Road.

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

CHATTE:S Range #36 RH, Automatic Clothes Washer, Clothes Dryer, Sump Pump, Shutters Refrigerator

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

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

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 16th days of June and December, in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it 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 **Seventy-five ($75.00)** 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:

JOHN R. HOLLAND, JR.

Edward L. Collison [SEAL]
Edward L. Collison

[SEAL]

Sabilla Mildred Collison [SEAL]
Sabilla Mildred Collison

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1365 PAGE 193

I HEREBY CERTIFY, That on this the **18th** day of **January**, 19 60, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared EDWARD L. COLLISON and SABILLA MILDRED COLLISON, **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 1st, 1961**

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Jan. 20, 1960 at 11:36 A.
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. EDWARD L. COLLISON AND SABILLA MILDRED COLLISON, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 142 PAGE 148

MILITARY AFFIDAVIT

No. 14,970 Equity
Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of April, 1962 ~~1960~~ before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Edward L. Collison and Sabilla Mildred Collison, 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 L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED
1962 APR 26 AM 9:17

6

WALTER S. CALWELL, LIBER 142 PAGE 149 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

EDWARD L. COLLISON AND

No. 14970 Equity

SABILLA MILDRED COLLISON, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Edward L. Collison and Sabilla Mildred Collison, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **18th** day of **January** 1960, and recorded among the Land Records of **Baltimore** County in Liber **G.T.C.** No. **1365** Folio **189** .

Amount of Mortgage	**$10,600.00**
Less - amount paid on principal	**268.50**
	10,331.50
Plus - interest to 5/15/62	**272.30**
	10,603.80
Plus - overdraft in expense account	**14.22**
	10,618.02

10,331.50
272.30
10346.12

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **23rd** day of **April** in the year nineteen hundred and **sixty-two** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Associaton** 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.

1962 APR 26 AM 9:17

WITNESS my hand and Notarial Seal.

Clara M. Link

Clara M. Link Notary Public

No 14970 Equity

Mortgagee and Attorney's Bond. LIBER 142 PAGE 150
BER 11 PAGE 409

1-369

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-1604-62

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 TEN THOUSAND, SEVEN HUNDRED AND NO/100 ($10,700.00) - - - - - - - - - - - - - - - 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th day of August 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 Edward Leroy Collison & Sabilla Mildred Collison, his wife to Baltimore Federal Savings & Loan Association bearing date the 18th day of January nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No 1365, Folio 189, and

914 Shellye Rd., A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith
~~Attest~~ WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 AUG 15 AM 9:38

Bond approved this 15th day of August, 1962

Eleanor L. Owings, Clerk
per ag

8

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Edward L. Collison and Sabilla Mildred Collison, his wife to Baltimore Federal Savings and Loan Association, dated Jauuary 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1365 folio 189 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis on

Thursday, August 16th 1962
at 3:40 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of Sun Valley, and described as follows:

BEING known and designated as Lot No. 11, as shown on the plat entitled "Section 3, Sun Valley" dated January, 1959, by John E. Harms, Jr. & Associates, Surveyors, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvements thereon being known as No. 914 Shellye Road.

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

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

The improvements consist of a 1 story frame bungalow, containing 6 rooms, 1 bath, forced warm air gas fired heat.

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

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

A-9

No. 7

LIBER 142 PAGE 151

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1962

We hereby certify, that the annexed

Attorney's Sale

Edward L. Collison

14,970

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 August, 1962 The first insertion being made the 19th day of July, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Mortgagee and Attorney's Bond.

LIBER 142 PAGE 152

1-369

BER 11 PAGE 418

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

No. 14970 Equity

ADDITIONAL BOND NO. 0466-0274-1604-62

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

Sealed with our seals, and dated this 17th day of August 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 Edward Leroy Collison & Sabilla Mildred Collison, his wife, to Baltimore Federal Savings & Loan Association bearing date the 18th day of January nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber No. 1365, Folio 189, and

914 Shellye Rd., A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Frith
~~Attest:~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 21 day of August, 1962
Eleanor G. Owings, Acting, Clerk

1962 AUG 21

18

LIBER 142 PAGE 153

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDWARD L. COLLISON AND SABILLA MILDRED COLLISON, HIS WIFE	:	Equity No. 14,970

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 16th day of August, 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 S. & L. ASSN.

Charles E. Williams
Purchaser

Charles E. Williams, Vice President

FILED

1962 AUG 21 AM 9:15

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

LIBER 142 PAGE 154

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDWARD L. COLLISON AND SABILLA MILDRED COLLISON, HIS WIFE	:	(In Equity)
	:	No. 14,970

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1365 folio 189 from said Edward L. Collison and Sabilla Mildred Collison, 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 16th day of August, 1962 at 3.40 P.M. at the Court House Door in Annapolis, attend and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 11, as shown on the Plat entitled "Section 3, Sun Valley", dated January, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 83, the improvements whereon are known as No. 914 Shellye Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 AUG 21 [illegible]

12

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 ($10,900.00) 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 **17th** day of **August, 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 BALTIMORE, MD.

Clara M. Link, Notary Public

FILED

1962 AUG 21 AM 9:13

13

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

EDWARD L. COLLISON and SABILLA MILDRED COLLISON, his wife

LIBER 142 PAGE 156

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,970 Equity

Ordered, this 21 day of August, 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 24th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of September next.

The report states that the amount of sale was $ 10,900.00

Eleanor D. Owings, Acting Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For August 23rd Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

EDWARD L. COLLISON and SABILLA MILDRED COLLISON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of September, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

J. Barnes Duckett

JUDGE.

FILED

1962 SEP 27 AM 11:13

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 157

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,970

Edward L. Collison

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 24th day of September 1962 The first insertion being made the 23rd day of August 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. ---------- By H. Tilghman

1962 SEP 26 PM 2:00

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,970 Equity

Walter S. Calwell, Attorney named in Mortgage
versus
EDWARD L. COLLISON and SABILLA MILDRED COLLISON, his wife

Ordered, this 21st day of August, 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 24th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of September next.

The report states that the amount of sale was $10,900.00.

ELLEANOR G. OWINGS,
Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS,
Acting Clerk

S-13

LIBER 142 PAGE 158

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

vs.

EDWARD L. COLLISON and SABILLA MILDRED COLLISON, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,970 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.

October 11, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of October, 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 OCT 29 AM 10:21

16

17

LIBER 142 PAGE 159

Dr. Mortgaged Real Estate of Edward L. Collison & Sabilla Mildred Collison, 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	10,900	00		
	By	Interest 6%, on deferred payment $10,400.00 from 8/16/62 to 9/27/62	74	48		
	By	Adjustment, 1962 Real Estate taxes	67	00		
					11,041	48
	To	Attorney, for fee, viz.	75	00		
	To	Attorney for commission , viz	357	00		
					432	00
	To	Attorney for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	31	50		
		Auditor, this account	22	50		
					64	00
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi- Sale	81	52		
		New Amsterdam Casualty Company-bond	42	80		
		E. T. Newell & Co., Inc.-Auctioneer's fee	35	00		
		Notary fee	1	50		
		Adjustment, ground rent 6/16/62 to 8/16/62	20	00		
					180	82
	To	Baltimore Federal Savings & Loan				

Association, Mortgagee, on account of Mortgage claim		10,364 66
Balance due on Mortgage, as per claim filed	10,618 02	
Interest 5 3/4%, on principal balance, $10,345.72 from 5/15/62 to 10/27/62	267 79	
	10,885 81	
Credit amount allowed above	10,364 66	
This amount subject to decree in personam	521 15	

LIBER 142 PAGE 161

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM FREDERICK HERZ, JR., AND ELVA MARY HERZ, HIS WIFE	:	(In Equity) No. 15,030

Mr. Clerk:

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

1. Original Mortgage from William Frederick Herz, Jr., and Elva Mary Herz, his wife to Baltimore Federal Savings and Loan Association, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 23.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Md.

Le 9-6841

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1962 JUN 11 AM 9:52

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.

20. 15,030 Equity

LIBER 1141 PAGE 23

MARYLAND

MORTGAGE

LIBER 142 PAGE 162

THIS MORTGAGE, made this 2nd day of August, A. D. 19 57, by and between

WILLIAM FREDERICK HERZ, JR. and ELVA MARY HERZ, 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 THREE HUNDRED SEVENTY-FIVE and 00/100ths Dollars ($ 14,375.00), 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-two and 84/100ths Dollars ($ 72.84), commencing on the first day of October, 1957, 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 August 1, 1987. 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. 12, Block G, as shown on plat "Blossom Hills, Section 1 Amended and Section2", dated May, 1955, by James D. Hicks & Associates, Reg. 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 JUN 11 AM 9:52

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

16—49890-8

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible] 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 hereby secured:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty($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

William Frederick Herz, Jr. [SEAL]
WILLIAM FREDERICK HERZ, JR.

[SEAL]

Elva Mary Herz [SEAL]
ELVA MARY HERZ

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 2nd day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared William Frederick Herz, Jr. and Elva Mary Herz, 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 6 1957 at 12:26 P.M.
Mailed to The Colonial Title Guarantee Co

Application No. 45113
Written by jfm
Approved by _____ Examiner
Ready for Record _____

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
WILLIAM FREDERICK HERZ, JR. &
ELVA MARY HERZ, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 15,030 Equity

LIBER 142 PAGE 166

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of June 19 62 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, William Frederick Herz, Jr., and Elva Mary Herz, his wife**

against whom foreclosure proceedings were instituted is not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that he ha 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 JUN 11 AM 9:52

WALTER S. CALWELL, LIBER 142 PAGE 167 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WILLIAM FREDERICK HERZ, JR., AND

No. 15,030

ELVA MARY HERZ, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from William Frederick Herz, Jr., and Elva Mary Herz, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of August 19 57, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 Folio 23 .

Amount of Mortgage		$14,375.00
Less - amount paid on principal		1,016.00
		13,359.00
Plus - interest to 7/3/62		455.91
		13,814.91
Plus - overdraft in expense account		106.93
		13,921.84

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 8th day of June 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 JUN 11 AM 8:32

Clara M. Link

Clara M. Link Notary Public

Equity No 15,030

Mortgagee and Attorney's Bond. 1-369

LIBER 142 PAGE 168

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 11 PAGE 378
60 JOHN STREET
NEW YORK, N Y

BOND NO. 0466-0274-1441-62

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 AND NO/100 ($14,000.00) - 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 12th day of July 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 Frederick Herz, Jr. & Elva Mary Herz, his wife, to Baltimore Federal Savings & Loan Association bearing date the 2nd day of August nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1141, Folio 23, and

4300 Belle of Georgia Avenue

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity 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 W. Lynch

WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1962 JUL 16 AM 11:10

Bond approved this 16 day of July 1962

George T. Cromwell, Clerk

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

Attorney's Sale

Under and by virtue of the power and authority contained in a Mortgage from William Frederick Herz, Jr., and Elva Mary Herz, his wife to Baltimore Federal Savings and Loan Association, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 23 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday,
July 16th, 1962
at 3:00 p.m. (E. D. T.)

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

BEING known and designated as Lot No. 12, Block G, as shown on plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37, the improvements whereon are now known as No. 4300 Belle of Georgia Avenue.

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

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

The improvements consist of a frame ranch type dwelling, containing 5 rooms (3 bedrooms), 1 bath and utility room, forced warm air oil fired heat — built in garage.

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

Jy-12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 169

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1962

We hereby certify, that the annexed

Attorney's Sale 15,030

William Frederick Herz, 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 16th day of July, 1962. The first insertion being made the 21st day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 JUL 16 AM
By: Hazel Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM FREDERICK HERZ, JR., AND ELVA MAY HERZ, HIS WIFE	:	Equity No. 15,030

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 16th day of July, 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 S. & L. ASS'N.

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

Clara M. Link
Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

1962 JUL 18 PM 11:41

LIBER 142 PAGE 171

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM FREDERICK HERZ, JR., AND ELVA MARY HERZ, HIS WIFE	:	(In Equity)
	:	No. 15,030

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 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 23 from said William Frederick Herz, Jr., and Elva Mary Herz, 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 16th day of July, 1962 at 3.00 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. 12, Block G, as shown on the Plat of "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, the improvements whereon are now known as No. 4300 Belle of Georgia Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 JUL 18 AM 11:41

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

Attorney's Sale

Under and by virtue of the power and authority contained in a Mortgage from William Frederiek Herz, Jr., and Elva Mary Herz, his wife to Baltimore Federal Savings and Loan Association, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 23 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday,
July 16th, 1962
at 3:00 p.m. (E. D. T.)

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

BEING known and designated as Lot No. 12, Block G, as shown on plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37, the improvements whereon are now known as No. 4300 Belle of Georgia Avenue.

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

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

The improvements consist of a frame ranch type dwelling, containing 5 rooms (3 bedrooms), 1 bath and utility room, forced warm air oil fired heat — built in garage.

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 Morigage
E. T. NEWELL & CO., INC.
Auctioneer

Jy-12

LIBER 142 PAGE 172

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand Five Hundred ($13,500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **17th** day of **July, 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 BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM FREDERICK HERZ, JR., and ELVA MARY HERZ, his wife

LIBER 142 PAGE 174

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,030 Equity

Ordered, this 18th day of July, 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 27th 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 27th day of August next.

The report states that the amount of sale was $ 13,500.00

George T. Cromwell Jr. Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For July 26th Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM FREDERICK HERZ, JR., and ELVA MARY HERZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 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 AUG 28 PM 3:47

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 175

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,030

William Frederick Herz, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 27th day of August, 1962. The first insertion being made the 26th day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgusman

No. M. G. 26559 1962 AUG 22 PM 1:17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,030 Equity
WALTER S. CALWELL, Attorney named in Mortgage
VERSUS
WILLIAM FREDERICK HERZ, JR., and
ELVA MARY HERZ, his wife

Ordered, this 18th day of July, 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 27th 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 27th day of August next.

The report states that the amount of sale was $13,500.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
A-16

LIBER 142 PAGE 176

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

WILLIAM FREDERICK HERZ, JR. and ELVA MARY HERZ, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,030 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.

October 11, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of October, 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 OCT 29 AM 10:25

14

Dr. Mortgaged Real Estate of William Frederick Herz & Elva Mary Herz, 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	13,500	00		
	By	Interest 6%, on deferred payment $13,000.00 from 7/16/62 to 8/29/62	96	75		
	By	Adjustment, 1962 Real Estate Taxes 7/16/62 to 12/31/62	95	12		
					13,691	87
	To	Attorney for fee, viz.	50	00		
	To	Attorney, for commission viz.	435	00		
					485	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	81	52		
		New Amsterdam Casualty Company-bond	56	00		
		E. T. Newell & Co., Inc.-Auctioneer's fee	35	00		
		Notary fees	1	25		
					173	77
	To	Baltimore Federal Savings & Loan Association, Mortgagee, on account				

		of Mortgage claim			12,972	60
					13,691	87
		Balance due on Mortgage as per claim				
		filed	13,921	84		
		Interest, 4½%, on principal balance				
		$13,465.93 from 7/3/62 to 10/27/62	198	36		
			14,120	20		
		Credit amount allowed above	12,972	60		
		This amount subject to decree in				
		personam	1,147	60		

LIBER 142 PAGE 179

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALTER J. HELMICK AND	:	ANNE ARUNDEL COUNTY
MAUDE N. HELMICK, HIS WIFE	:	(In Equity)
	:	5038 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 Walter J. Helmick and Maude N. Helmick, his wife to Baltimore Federal Savings and Loan Association, dated April 23rd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 214.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Md.

Le 9-6841

FILED

1962 JUN 15 AM 10:47

City and County Form.

LIBER 142 PAGE 180
LIBER 1114 PAGE 214

15,038 Equity

This Mortgage,

Made this 23rd day of April, in the year one thousand, nine hundred and fifty-seven, between WALTER J. HELMICK And MAUDE N. HELMICK, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE and 00/100ths Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Sixty-four and 45/100ths Dollars, commencing on the first day of June, 19 57, 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 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. 21, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12,

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

FILED

1962 JUN 15 AM 10:47

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 29th days of November and May of each and every year.

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ($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:

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR.

Walter J. Helmick (SEAL)
WALTER J. HELMICK

(SEAL)

Maude N. Helmick (SEAL)
MAUDE N. HELMICK

(SEAL)

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LIBER 142 PAGE 183

LIBER 1114 PAGE 217

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 23rd day of April, 1957, before me, a Notary Public of said State, personally appeared Walter J. Helmick and Maude N. Helmick, 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 he executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

MAURICE F. MACKEY, JR. NOTARY PUBLIC BALTIMORE, MD.

Maurice F. Mackey Jr.
MAURICE F. MACKEY, JR. Notary Public

Rec'd for record Apr. 24, 1957, at 12.05 P.M.
Mailed to Callahan & Calwell

ANNE ARUNDEL COUNTY
MORTGAGE
160-7671
FROM
WALTER J. HELMICK and
MAUDE N. HELMICK, his wife
TO
BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION
BLOCK NO.
Received for Record 19
at o'clock M. Same day recorded in
Liber No. Folio etc.,
one of the Land Records of
and examined per
Clerk
Cost of Record, $ 9.00
CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.
FORM 105 9-56

Application No. 43780
Written by Murphy
Approved by Examiner
Ready for Record

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, LIBER 142 PAGE 184 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WALTER J. HELMICK AND

MAUDE N. HELMICK, HIS WIFE

15,038 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Walter J. Helmick and Maude N. Helmick, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **23rd** day of **April** 1957, and recorded among the Land Records of **Baltimore** County in Liber GTC No. **1114** Folio **214** .

Amount of Mortgage	**$8995.00**	
Less - amount paid on principal	**852.11**	
	8142.89	
Plus - interest to 7/11/62	**588.93**	
	8731.82	
Plus - overdraft in expense account	**237.82**	
	8969.64	8969.64 / 588.93 / 8380.71

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **13th** day of **June** 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 JUN 15 AM 10:47

Clara M. Link

Clara M. Link Notary Public

6

LIBER 142 PAGE 185

15,038 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of June 19 62 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, Walter J. Helmick and Maude N. Helmick, 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 JUN 15 AM 10:47

Equity No 15,038

Mortgagee and Attorney's Bond. 1-369

LIBER 142 PAGE 186

NEW AMSTERDAM CASUALTY COMPANY

LIBER 11 PAGE 379

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO. 0466-0274-1442-62

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 NINE THOUSAND AND NO/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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 12th day of July 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 Walter J. Helmick & Maude N. Helmick, his wife, to Baltimore Federal Savings & Loan Association bearing date the 23rd day of April nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1114, Folio 214, and

Lot 21, Block "A", Bodkins Plains

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. Linh

WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 JUL 16 AM 11:10

Bond approved this 16 day of July 1962

George F. Worrall, Clerk

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

Attorney's Sale

OF VALUABLE LEASE HOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Walter J. Helmick and Maude N. Helmick, his wife to Baltimore Federal Savings and Loan Association, dated April 23rd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 214 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday,
July 16th, 1962
at 3:30 p.m. (E. D. T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Seetion, and described as follows:

Being known and designated as Lot No. 21, Bloek A, as shown on Plat entitled "Second Revised Plat of Bodkins Plains," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the west side of Forest Drive 4th house south of Lake Avenue,

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

Subject to an annual ground rent of $90.00 and to any restrictive covenenats, and—or Utility Agreements, of recorc, affecting the property.

The improvements consist of a one-story frame dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced air oil fired heat, and a car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale, 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 Distriet 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

Jy-12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 187

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1962

We hereby certify, that the annexed

Attorney's Sale 15,038

Walter J. Helmick

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, 1962. The first insertion being made the 21st day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
JUL 16 AM 11:55

By Hazel Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WALTER J. HELMICK AND MAUDE J. HELMICK, HIS WIFE	:	Equity No. 15,038

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 16th day of July, 19 62, 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 S. & L. ASS'N.

By Charles E. Williams
Purchaser

Charles E. Williams, Vice President

FILED JUL 18 1962

Clara M. Link
Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

LIBER 142 PAGE 189

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WALTER J. HELMICK AND MAUDE N. HELMICK, HIS WIFE	:	(In Equity)
	:	No. 15,038

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 23rd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 214 from said Walter J. Helmick and Maude N. Helmick, 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 16th day of July, 1962 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 21, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1962 JUL 18 AM 11:40

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

Attorney's Sale

OF VALUABLE LEASE HOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Walter J. Helmick and Maude N. Helmick, his wife to Baltimore Federal Savings and Loan Association, dated April 23rd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 214 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday,
July 16th, 1962
at 3:30 p.m. (E. D. T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 21, Block A, as shown on Plat entitled "Second Revised Plat of Bodkins Plains, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the west side of Forest Drive 4th house south of Lake Avenue.

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

Subject to an annual ground rent of $90.00 and to any restrictive covenenats, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced air oil fired heat, and a car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale, 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 dato 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

Jy-12

LIBER 142 PAGE 190

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Seven Thousand ($7,000.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **17th** day of **July, 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 BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

LIBER 142 PAGE 192

WALTER S. CALWELL, Attorney named in Mortgage

versus

WALTER J. HELMICK and MAUDE N. HELMICK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,038 Equity

Ordered, this 18th day of July, 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 27th 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 27th day of August next.

The report states that the amount of sale was $ 7,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For July 26th Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

WALTER J. HELMICK and MAUDE N. HELMICK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 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 AUG 28 PM 3:47

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 193

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,038 Equity
WALTER S. CALWELL, Attorney named in Mortgage
VERSUS
WALTER J. HELMICK and MAUDE N. HELMICK, his wife

Ordered, this 18th day of July, 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 27th 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 27th day of August next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk

A-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 15,038

Walter J. Helmick

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 22th day of August, 1962. The first insertion being made the 26th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26557 1962 AUG 22 PM 1:47 By H. Tilghman

LIBER 142 PAGE 194

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

WALTER J. HELMICK and MAUDE M. HELMICK, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,038 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.

October 11, 1962

Auditor

FINAL ORDER

ORDERED BY THE COURT, this 29th day of October, 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 OCT 29 AM 10:43

15

Dr. Mortgaged Real Estate of Walter J. Helmick & Maude M. Helmick, 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	7,000	00		
	By	Interest, 6%, on deferred payment,				
		$6,500.00 from 7/16/62 to 8/29/62	50	16		
	By	Adjustment, 1962 Real Estate Taxes				
		7/16/62 to 12/31/62	69	92		
					7,120	08
	To	Attorney, for fee, viz.	200	00		
	To	Attorney, for commission, viz.	240	00		
					440	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	85	00		
		New Amsterdam Casualty Co.- bond	36	00		
		E. T. Newell & Co., Inc.-Auctioneer's				
		fee	35	00		
		Notary fees	1	50		
		Adjustment, ground rent from 5/29/62				
		to 7/16/62	12	00		
					169	50

	To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			6,450	08
					7,120	08
		Balance due on Mortgage as per claim filed	8,969	64		
		Interest, 6%, on principal balance, $8,380.71 from 7/12/62 to 10/27/62	146	65		
			9,116	29		
		Credit amount allowed above	6,450	08		
		This amount subject to decree in personam	2,666	21		

PETITION FOR FORECLOS .E

J. S. GLEASON, JR., successor to
SUMNER G. WHITTIER

Administrator of Veterans Affairs

VS.

JOHN HOLIDAY and
JOANANN HOLIDAY, his wife
108 Temple Avenue
Pasadena, Maryland

LIBER 142 PAGE 197
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

15,098. Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 29th day of September A. D. 1961 the defendant executed and delivered to J. S. Gleason, Jr. Administrator of Veterans Affairs, a mortgage upon certain Fee Simple property in ~~the City of Baltimore,~~ Anne Arundel County therein described, to secure the payment of the mortgage debt of $14,350.00 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. Default has now occurred under 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.

CRAFTON LEE BROOKS, JR.
1 Central Avenue, S. W.
Glen Burnie, Maryland
Attorney for Plaintiff

FILED
1962 JUL 25 AM 9:14

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 142 PAGE 198
BOOK 1517 PAGE 473

MARYLAND

No. 15,098 Equity

MORTGAGE

THIS MORTGAGE, made this 29th day of September, A. D. 19 61, by and between JOHN HOLIDAY and JOAN ANN HOLIDAY, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and J. S. GLEASON, JR., Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such office as such, hereinafter called the Mortgagee.

47222

WHEREAS, the Mortgagor, 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 THREE HUNDRED FIFTY and 00/100 - - - - - - Dollars ($ 14,350.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one half per centum (5-½ %) per annum until paid, prineipal and interest being payable at the offiee of Veterans Administration, Regional Office, in Baltimore 2, Maryland, or at sueh other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of EIGHTY-ONE and 49/100 - - - - - - - Dollars ($ 81.49), eommencing on the 29th day of OCTOBER, 19 61, and continuing on the 29th day of eaeh month thereafter until the prineipal and interest are fully paid, except that the final payment of prineipal and interest, if not sooner paid, shall be due and payable on the 29 September, 19 91. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

AND WHEREAS, this Mortgage shall also secure future advanees 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 seeured 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 aeknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its sueeessors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known ad Lot No. 4, Block G., as shown on plat "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. Located in the Third Election District.

BEING The same lot of ground conveyed by Deed of even date herewith from the Mortgagee to the Mortgagors herein and recorded prior hereto among the Land Records of Anne Arundel County.

FILED

1962 JUL 25 AM 9:14

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

LIBER 142 PAGE 199

BOOK 1517 PAGE 474

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:

MODEL WA 450 V
SERIAL NO. VV 107372

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its his successors and assigns,

IN FEE SIMPLE PROPERTY.

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~~ 29th day of each month until the said note is fully paid the following sums:

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding ~~four~~ Five & one half per centum (5½%) 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 WILBUR F. COYLE, JR. or MILTON M. HACKERMAN its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act of 1944, 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 mortgage 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:

GRAFTON LEE BROWN, JR.

John Holiday [SEAL]
JOHN HOLIDAY

[SEAL]

Joanann Holiday [SEAL]
JOANANN HOLIDAY

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1517 PAGE 477

I HEREBY CERTIFY, That on this 29th day of September, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN HOLIDAY and JOANANN HOLIDAY, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared FRANK C. McHENRY, Loan Guaranty Officer, the agent of the within ~~body corporate~~, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

ANNE ARUNDEL CO., MD. NOTARY PUBLIC GRAFTON LEE BROWN, JR.

GRAFTON LEE BROWN, JR. *Notary Public.*
My commission expires 5/6/63

Rec'd for record Oct. 23, 1961 at 11:20 A.M.
Mailed to Chief Attorney, Veterans Administration

STATE OF MARYLAND

SA 1848-39

Mortgage

FROM

JOHN HOLIDAY and

JOANANN HOLIDAY, his wife

TO

J. S. GLEASON, JR.
Administrator of Veterans Affairs

Received for Record ... M.
19 ... o'clock
Same day recorded in Liber ... Folio ...
Non-negotiable note for $ ... delivered to ... Clerk.
one of the Land Records of ... COUNTY
and examined per ...

1961 OCT 23 AM 11 20

Cost of Record, $ 12.00

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

CHIEF ATTORNEY
VETERANS ADMINISTRATION
CALVERT BUILDING
BALTIMORE 2, MARYLAND

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

LIBER 142 PAGE 202

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

J. S. GLEASON, JR., Administrator of Veterans Affairs,

vs.

JOHN HOLIDAY and JOANANN HOLIDAY, his wife
108 Temple Avenue
Pasadena, Maryland

Docket ..... **Folio** .....

No 15,098 Equity

Military Affidavit

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared C. F. DOWNES, Chief, Loan Service and Claims Section

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.

C. F. Downes

C. F. DOWNES *Affiant.*

Subscribed and sworn to before me this 26th day of June 19 62

Milton M. Hackerman

Notary Public

MILTON M. HACKERMAN

My commission expires: 5-6-63

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO. MD.

FILED

1962 JUL 25 AM 9:15

6

STATEMENT OF MORTGAG CLAIM

LIBER 142 PAGE 203
IN THE

J. S. GLEASON, JR., Administrator of Veterans Affairs,

vs.

JOHN HOLIDAY and JOANANN HOLIDAY, his wife 108 Temple Avenue Pasadena, Maryland

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15098 Equity

STATEMENT OF MORTGAGE DEBT

Original loan amount	$14,350.00
Amount paid on principal	—
Principal balance	14,350.00
T & I account - credit balance	19.37
Balance	14,330.63
Accrued interest to 5-29-62	507.70
Total principal and interest to 5-29-62	14,838.33
Interest accrues @ 5-½% per annum from	5-29-62
Daily Interest Accrual	2.1923

COUNTY
STATE OF MARYLAND, /CXXX OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of June 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 C. F. DOWNES, Chief, Loan Service and Claims Section, agent for

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

FILED
1962 JUL 2 P.M.

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO. MD.

As witness my hand and Notarial Seal,

Milton M. Hackerman

MILTON M. HACKERMAN *Notary Public.*
My commission expires: 5-6-63

LIBER 142 PAGE 204

DECREE FOR SALE OF MORTGAGE PREMISES

J. S. GLEASON, JR., successor to SUMNER G. WHITTIER

Administrator of Veterans Affairs

vs.

JOHN HOLIDAY and
JOANANN HOLIDAY, his wife
108 Temple Avenue
Pasadena, Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No 15,695 Equity

..... TERM, 19....

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This ..... day of ...., in the year nineteen hundred and ....sixty-two..... ....., by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that .....Grafton Lee Brown, Jr.....

be and he .....is..... hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $14,350.00 ..... 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, as he shall think proper, of the time, place, manner and terms of sale, which shall be $500 cash, the balance upon ratification of sale ~~in six and twelve months for 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, 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 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.

George Sachse
Judge

FILED

1962 JUL 25 PM 3:02

8

Bond No. 76 36 413

LIBER 11 PAGE 398

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 142 PAGE 205

No. 15,098 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Grafton Lee Brown, Jr., 1 Central Avenue, S. W. Glen Burnie, Md.

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 Fourteen Thousand Three Hundred Fifty and 00/100 $14,350.00 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of July in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden Grafton Lee Brown, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of J. S. Gleason, Administrator of Veterans Affairs

vs:

John Holiday Equity 15,098

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Grafton Lee Brown, Jr.

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

Signed, sealed and delivered in the presence of:

Patricia B. Collier
PATRICIA B. COLLIER

Grafton Lee Brown, Jr. (SEAL)
Grafton Lee Brown, Jr.
(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

MD3116a—500, 3-62 · 159921
Trustee's Bond

FILED
1962 AUG -3 AM 9:38

Bond approved this 3 day of August, 1962
Eleanor G. Owings, Acting Clerk

LIBER 142 PAGE 206

Grafton Lee Brown, Jr., Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

108 TEMPLE AVENUE
PASADENA, ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity in a case J. S. GLEASON, Jr., Administrator of Veterans Affairs vs. John Holiday and Joan Ann Holiday, his wife (Equity 15,098) the undersigned, Trustee, will sell at public auction on the premises on

Friday, August 24, 1962

at 11:00 A.M. o'clock (DST)

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon, situate in Anne Arundel County and described as follows:

BEING known as Lot No. 4, Block G., as shown on plat "Blossom Hills, Section 1 Amended and Section 2" dated May; 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. Located in the Third Election District. In fee simple.

TOGETHER with the building and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantgaes, to the same belonging, or any wise appertaining. Improved by a one story ranch type home, with five rooms, three bedrooms and bath, no basement, Forced Warm Air oil heat, known as 108 Temple Avenue, subject to restrictive covenants and or Utility Agreements of record, affecting the property.

TERMS OF SALE: Cash. A deposit of Five hundred dollars ($500.00) will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, ground rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

E. T. Newell & Co.
PL-23580

Grafton Lee Brown, Jr.
Trustee

FILED

1962 AUG 27 AM 10:01

LIBER 142 PAGE 207

I HEREBY CERTIFY, That the ADMINISTRATOR OF VETERANS AFFAIRS did this 24th day of August, 1962, purchase the within described property from Grafton Lee Brown, Jr., Solicitor, at and for the sum of $ 13,600.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

ADMINISTRATOR OF VETERANS AFFAIRS

BY: _____ I

I HEREBY CERTIFY, That I did sell at Public Auction on Friday, August 24, 1962, at 11:00 a.m. the property described on the reverse side of this handbill belonging to John Holiday and Joan Ann Holiday, his wife, at and for the sum of $ 13,600.00
the successful bidder being ADMINISTRATOR OF VETERANS AFFAIRS and the sale was fairly made.

E. T. NEWELL & COMPANY

By: Wm Murray White

FILED

1962 AUG 27 AM 10:01

14

LIBER 142 PAGE 208

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C. McQUADE FOR ADMINISTRATOR OF VETERANS AFFAIRS, 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.

C. McQuade (SEAL)
Purchaser

William M. White
Notary Public

FILED

1962 AUG 27 AM 10:01

12

REPORT OF SALE

LIBER 142 PAGE 209
IN THE

J. S. GLEASON, JR., successor to
SUMNER G. WHITTIER

vs.

JOHN HOLIDAY and
JOAN ANN HOLIDAY, his wife
108 Temple Avenue
Pasadena, Maryland

CIRCUIT COURT

—OF—
FOR
ANNE ARUNDEL COUNTY

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~
ANNE ARUNDEL COUNTY

The Report of Sale of Grafton Lee Brown, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee simple property known as 108 Temple Avenue, Pasadena, Maryland

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a weekly ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 24th day of August 19 62 at 11:00 o'clock A.M. attend on the premises and then and there sold

the fee simple property known as 108 Temple Avenue, Pasadena, Maryland, and described in the attached advertisement of sale to the Administrator of Veterans Affairs, at and for the sum of Thirteen Thousand Six Hundred ($13,600.00) cash upon ratification of sale, the said Administrator of Veterans Affairs being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee

State of Maryland, Anne Arundel County ~~City of Baltimore~~, *Sct:*

I HEREBY CERTIFY, That on this 24th day of August 19 62 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County ~~of Baltimore~~ aforesaid, personally appeared Grafton Lee Brown, Jr.,

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

MILDRED P. BRICE NOTARY PUBLIC Anne Arundel Co., Md.

1962 AUG 27 AM 10:07

Mildred P. Brice
Notary Public.

13

GRAFTON LEE BROWN, JR.,
Attorney
One Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

108 Temple Avenue
Pasadena, Anne Arundel County

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity in a case J. S. GLEASON, JR., Administrator of Veterans Affairs vs. John Holiday and Joan Ann Holiday, his wife (Equity 15,098) the undersigned, Trustee, will sell at public auction on the premises on

FRIDAY,
AUGUST 24, 1962
at 11:00 O'clock A.M.
(DST)

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County and described as follows:

BEING known as Lot. No. 4, Block G., as shown on plat "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. Located in the Third Election District. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways; waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story ranch type home, with five rooms, three bedrooms and bath, no basement, Forced Warm Air oil heat, known as 108 Temple Avenue, subject to restrictive covenants and - or Utility agreements of record, affecting the property.

TERMS OF SALE: Cash. A deposit of Five hundred dollars ($500.00) will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, ground rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

GRAFTON LEE BROWN, JR.
Trustee

E. T. NEWTON & CmMDroo ura
E. T. Newell & Co. PL. 2-3580

A-23

ORDER NISI

J. S. GLEASON, JR., successor to
Sumner G. Whittier

versus

JOHN HOLIDAY and
JOAN ANN HOLIDAY, his wife

LIBER 142 PAGE 211
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,098 Equity

Ordered, this 27th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of October next.

The report states that the amount of sale was $ 13,600.00

Eleanor L. Duvinga, Acting Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown, Atty. Maryland Gazette (for Aug. 30 edition)
(Final Order)

J. S. GLEASON, JR., successor to
Sumner G. Whittier

versus

JOHN HOLIDAY and
JOAN ANN HOLIDAY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of October, 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 OCT -4 PM 3:43

14

15,098

GRAFTON LEE BROWN, JR.,
Attorney
One Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

108 Temple Avenue
Pasadena, Anne Arundel County

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity in a case J. S. GLEASON, JR., Administrator of Veterans Affairs vs. John Holiday and Joan Ann Holiday, his wife (Equity 15,098) the undersigned, Trustee, will sell at public auction on the premises on

FRIDAY,
AUGUST 24, 1962
at 11:00 O'clock A.M.
(DST)

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County and described as follows:

BEING known as Lot. No. 4, Block G., as shown on plat "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Reg. Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. Located in the Third Election District. In fee simple.

TOGETHER with the building and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story ranch type home, with five rooms, three bedrooms and bath, no basement, Forced Warm Air oil heat, known as 108 Temple Avenue, subject to restrictive covenants and or Utility agreements of record, affecting the property.

TERMS OF SALE: Cash. A deposit of Five hundred dollars ($500.00) will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, ground rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

GRAFTON LEE BROWN, JR.
Trustee

E. T. Newell & Co. PL. 2-3580
A-23

No. 15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 212

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 24, 1962

We hereby certify, that the annexed

Trustee's Sale

John Holiday

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 24th day of August, 1962 The first insertion being made the 2nd day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1962 AUG.
AUG 28 PM 12:55

OFFI' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 213

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,098 EQUITY

J. S. GLEASON, Jr., successor to Sumner G. Whittier
versus
JOHN HOLIDAY and
JOAN ANN HOLIDAY, his wife

Ordered, this 27th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary there of be shown on or before the 1st 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 1st day of October next.

The report states that the amount of sale was $13,600.00

ELLEANOR G. OWINGS
Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS
Acting Clerk

S-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,098.

John Holiday

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 1st day of October, 1962 The first insertion being made the 30th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 21745 1962 OCT -3 [illegible] By H. Tilghman

16

In the Case of LIBER 142 PAGE 214

J. S. GLEASON, JR. Successor to SUMNER G. WHITTIER
Administrator of Veterans Affairs

VS.

JOHN HOLIDAY and JOAN ANN HOLIDAY, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,098 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.

October 10, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26 day of October, 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 OCT 26 PM 3:18

Dr. J. S. GLEASON, JR., Successor to SUMNER G. WHITTIER, Administrator of Veterans Affairs
vs.
JOHN HOLIDAY and JOAN ANN HOLIDAY, his wife

In Acct. with GRAFTON LEE BROWN, JR., Trustee

					Cr.	
1962						
Aug.	24	Proceeds of Sale	13,600	00	13,600	00
					13,600	00
		To Trustee for fee and commissions				
		as agreed with Mortgagee	175	00	175	00
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Trustee for expenses, viz:				
		Capital Gazette Press, Advertising Sale	63	00		
		Capital Gazette Press, Order nisi, sale	15	00		
		Speer Publications - Handbills	13	65		
		Fidelity & Deposit Co.-Bond premium	57	40		
		E.T.Newell & Co., Inc. - Auctioneer fee	30	00		
		One-half cost Federal Documentary stamps	7	70		
		1962 County & State Taxes - adjusted (211.70) 1/1/62 to 10/5/62 - 278 days	161	32		
		Milton M. Hackerman - notary fee	1	00		
		Mildred P. Brice - notary fee		50	349	57
		To J. S. Gleason, Jr., Administrator of Veterans Affairs-this balance on account of Mortgage claim	13,014	93	13,014	93
					13,600	00

		Amount of Mortgage claim filed	14,838	33		
		Interest on principal balance of $14,330.63 from 5/29/62 to 10/25/62-149 days @ 5½%	321	58		
			15,159	91		
		Cr.-amount allowed above	13,014	93		
		Balance subject to decree in personam	2,144	98		

LIBER 142 PAGE 217

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
GUY E. WALTON AND DELORES A. WALTON, HIS WIFE	:	(In Equity)

Mr. Clerk:

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

1. Original Mortgage from Guy E. Walton and Delores A. Walton, his wife to Baltimore Federal Savings and Loan Association, dated April 6th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1467 folio 107.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 MAY 15 AM 9:23

City and County Form.

BOOK 1467 PAGE 107 LIBER 142 PAGE 218

This Mortgage, Made this 6th day of April, in the year one thousand, nine hundred and sixty-one, between

GUY E. WALTON and DELORES A. WALTON, his wife

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND NINE HUNDRED & 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-fourth (5¼%) per cent per annum in the manner following:

By the payment of EIGHTY-TWO & 81/100ths ($82.81) Dollars, commencing on the first day of May, 1961, 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. 55 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 immediately prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

FILED

1962 MAY 15 AM 9:26

3

LIBER 142 PAGE 219
BOOK 1467 PAGE 108

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, [illegible] 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 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 hand and seal of the said Mortgagor, and the President of the Corporation, Vice President~~

WITNESS:

Robert F. Vavrina
ROBERT F. VAVRINA

Guy E. Walton (SEAL)
Guy E. Walton

(SEAL)

Delores A. Walton (SEAL)
Delores A. Walton

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1467 PAGE 110

On this 6th day of April, 19 61, before me, a Notary Public of said State, personally appeared

GUY E. WALTON and DELORES A. WALTON, 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, ~~and in the case of a corporation, that the same was executed as the act of said corporation, by its President, 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 May 1, 1961

Rec'd for record April 12, 1961 at 11:42 A.M.
Mailed to Callahan & Calwell

LIBER 142 PAGE 221

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **10th** day of **May** 19 **62** 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, Guy E. Walton and Delores A. Walton, 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 **the y** 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 MAY 15 AM 9:26

WALTER S. CALWELL, LIBER 142 PAGE 222 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

GUY E. WALTON AND

DELORES A. WALTON, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Guy E. Walton and Delores A. Walton, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **6th** day of **April,** 19**61**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1467** Folio **107** .

Amount of Mortgage	**$15,900.00**
Less - amount paid on principal	**162.46**
	15,737.54
Plus - interest to 6/15/62	**309.90**
	16,047.44
Plus - overdraft in expense account	**12.07**
	16,059.51

16059.51
309.90
16349.41

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **10th** day of **May** 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 MAY 15 AM 9:27

Clara M. Link

Clara M. Link Notary Public

Equity No 15,001

Mortgagee and Attorney's Bond. I-369

LIBER 142 PAGE 223

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-1443-62 LIBER 11 PAGE 377

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 12th day of July 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 Guy E. Walton and Delores A. Walton, his wife to Baltimore Federal Savings & Loan Association bearing date the 6th day of April nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1467, Folio 107, and

4405 Donna 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. Leith

XXXXX
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 16 day of July 1962

George F. Cromwell, Clerk

FILED

1962 JUL 16 AM 11 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 Guy E. Walton and Delores A. Walton, his wife to Baltimore Federal Savings and Loan Association, dated April 6th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1467 folio 107 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday,
July 16th, 1962
at 3:15 p.m. (E.D.T.)

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. 55 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 thereon are now known as No. 4405 Donna Drive.

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, split level type dwellings, containing 6 rooms (3 bedrooms) 1½ bath, forced warm air oil fired heat and a carport.

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 adjusted to date of sale.

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

Jy-12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 224

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1962

We hereby certify, that the annexed

Attorney's Sale 15,001

Guy E. Walton

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, 1962. The first insertion being made the 21st day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 JUL
16 AM 11:56

By Hazel Tilghman

LIBER 142 PAGE 225

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
GUY E. WALTON AND DELORES A. WALTON, HIS WIFE	:	Equity No. 15,001

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 16th day of July, 19 62, 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.

FILED 1962 JUL 18 AM 11:42

BALTIMORE FEDERAL S. & L. ASS'N.

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

Clara M. Link
Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
GUY E. WALTON AND DELORES A. WALTON, HIS WIFE	:	
	:	No. 15001

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 6th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1467 folio 107 from said Guy E. Walton and Delores A. Walton, 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 16th day of July, 1962 at 3.15 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 55 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 Donna Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 JUL 18 AM 11:41

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 Guy E. Walton and Delores A. Walton, his wife to Baltimore Federal Savings and Loan Association, dated April 6th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1467 folio 107 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday,
July 16th, 1962
at 3:15 p.m. (E.D.T.)

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. 55 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 Donna Drive.

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, split level type dwellings, containing 6 rooms (3 bedrooms) 1½ bath, forced warm air oil fired heat and a carport.

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 adjusted to date of sale.

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

Jy-12

LIBER 142 PAGE 227

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 ($10,000.00) Dollars, in fee simple, 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 **17th** day of **July, 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 BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney
named in Mortgage

versus

GUY E. WALTON and
DELORES A. WALTON, his wife

LIBER 142 PAGE 229
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,001 Equity

Ordered, this 18th day of July, 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 27th 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 27th day of August 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 July 26th Edition)
(Final Order)

WALTER S. CALWELL, Attorney
named in Mortgage

versus

GUY E. WALTON and
DELORES A. WALTON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 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 AUG 28 PM 3:47

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GUY E. WALTON AND DELORES A. WALTON, HIS WIFE	:	Equity No. 15,001

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 $16,100.00 with the New Amsterdam Casualty Company, as surety, did on the 16th day of July, 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 the lack of a higher bid, for the sum of $10,000.00, which figure was considerably below 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 the 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

1962 JUL 27 AM 9:05

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams

Charles E. Williams, Vice President

Walter S. Calwell

Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of July, 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, Petitioner, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

UPON the aforegoing Petition and Affidavit, it is this 31st day of July, 1962, by the Circuit Court for Anne Arounde County (in Equity)

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

O Brien Duckett
Judge

FILED
1962 AUG -1 PM 2:51

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 233

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,001 Equity
WALTER S. CALWELL, Attorney named in Mortgage
VERSUS
GUY E. WALTON and
DELORES A. WALTON, his wife

Ordered, this 18th day of July, 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 27th 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 27th day of August 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-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,001 Guy E. Walton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of August, 1962. The first insertion being made the 26th day of July, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26562 AUG 22 1962 By H. Tilghman

In the Case of

LIBER 142 PAGE 234

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

GUY E. WALTON and DELORES A. WALTON, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,001 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.

October 11, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of October, 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 OCT 29 PM 3:52

17

LIBER 142 PAGE 235

Dr. Mortgaged Real Estate of Guy E. Walton & Delores A. Walton, 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, 6%, on deferred payment $9,500.00 from 7/16/62 to 8/29/62	71	66		
	By	Adjustment, 1962 Real Estate Taxes from 7/16/62 to 12/31/62	89	21		
					10,160	87
	To	Attorney, for fee, viz.	150	00		
	To	Attorney, for commision, viz.	330	00		
					480	00
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	31	25		
		Auditor, this account	22	50		
					63	75
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi-sale	81	52		
		New Amsterdam Casualty Company-bond	40	00		
		E. T. Newell & Co. Inc.-Auctioneer's fee	35	00		
					156	52
	To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			9,460	60

					10,160	87
		Balance due on Mortgage, as per claim filed	16,059	51		
		Interest, 5 1/4%, on principal balance $15,749.61 from 6/16/62 to 10/27/62	300	90		
			16,360	41		
		Credit amount allowed above	9,460	60		
		This amount subject to decree in personam	6,899	81		

LIBER 142 PAGE 237

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES E. SMITH, III AND TERESA K. SMITH, HIS WIFE	:	(In Equity) No. 15,679.

Mr. Clerk:

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

1. Original Mortgage from Charles E. Smith, III and Teresa K. Smith, his wife to Baltimore Federal Savings and Loan Association, dated April 21st, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1470 folio 261.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

City and County Form. LIBER 142 PAGE 238 BOOK 1470 PAGE 261 No. 15079

This Mortgage, Made this 21st day of April, in the year one thousand, nine hundred and sixty-one, between

CHARLES E. SMITH, III and TERESA K. SMITH, his wife

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND NINE HUNDRED & 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-fourth (5¼%) per cent per annum in the manner following:

By the payment of EIGHTY-TWO & 81/100ths ($82.81) Dollars, commencing on the first day of June, 1961, 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. 13, Sharonville as laid down and 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 immediately prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

PLAINTIFF'S EXHIBIT "A"

FILED

1962 JUL 11 AM 11:30

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, [illegible] forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced 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 President.~~

WITNESS:

Robert F. Vavrina

ROBERT F. VAVRINA

Charles E. Smith III (SEAL)
Charles E. Smith, III

(SEAL)

Teresa K. Smith (SEAL)
Teresa K. Smith

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 21st day of April, 1961, before me, a Notary Public of said State, personally appeared CHARLES E. SMITH, III and TERESA K. SMITH, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized act and deed of said corporation, having first set forth the authority of the said corporation~~ ~~by its 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

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

My commission expires May 1, 1961

9.00

Rec'd for record Apr 25 1961 at 10.49 A.M.

Mailed to Callahan & Calwell

4

No 15079 Equity

LIBER 142 PAGE 241

MILITARY AFFIDAVIT

Docket 20 folio 263

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of July 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Charles E. Smith, III and Teresa K. Smith, 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 have 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 JUL 11 AM 11:29

6

WALTER S. CALWELL, LIBER 142 PAGE 242 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

CHARLES E. SMITH, III AND

No. 15,079.

TERESA K. SMITH, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Charles E. Smith and Teresa K. Smith, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **21st** day of **April** 1961, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C. No. 1470** Folio **261**.

Amount of Mortgage		$15,900.00
Less - amount paid on principal		156.87
		15,743.13
Plus - interest to 8/1/62		346.72
		16,089.85
Less - balance in expense account		22.74
		16,067.11

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **10th** day of **July** 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 JUL 11 AM 11:29

Clara M. Link

Clara M. Link Notary Public

17

no 15,079 Equity

Mortgagee and Attorney's Bond.

LIBER 142 PAGE 243
BER 11 PAGE 410

1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-1603-62

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 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 9th day of August in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Charles E. Smith III and Teresa K. Smith, his wife, to Baltimore Federal Savings & Loan Association bearing date the 21st day of April nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1470, Folio 261, and

is about to sell the land and premises described in said Mortgage, 114 Sharon 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
XXXXXXX 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 AUG 15 AM 9:38

Bond approved this 15th day of August, 1962
Elleanor T. Owings acting, Clerk
per alp

?

CALLAHAN & CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Charles E. Smith, III and Teresa K. Smith, his wife to Baltimore Federal Savings and Loan Association, dated April 21st, 1961 to Baltimore Federal Savings and Loan Association, dated April 21st, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1470 folio 261 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Aug. 16, 1962
at 3:00 P.M. (E.D.T.)

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. 13, Sharonville as laid down and 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 thereon are now known as No. 114 Sharon Drive

Together with the buildings thereon, and all rights, alleys, ways, waters, privileges, appurtances 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 ranch type dwelling, containing 6 rooms, 1½ baths, forced warm air gas fired heat.

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

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

A-9

No. 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 244

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 20, 1962

We hereby certify, that the annexed

Attorney's Sale

Charles E. Smith, III

15,079

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 August, 1962 The first insertion being made the 19th day of July, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Mortgagee and Attorney's Bond.

LIBER 142 PAGE 245
LIBER 11 PAGE 417

1-369

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

No. 15079 Equity

ADDITIONAL BOND NO. 0466-0274-1603-62

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 TWO HUNDRED, FIFTY AND NO/100 ($250.00) - 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 17th day of August in the year nineteen hundred and sixty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Charles E. Smith III, and Teresa K. Smith, his wife to Baltimore Federal Savings & Loan Association bearing date the 21st day of April nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber No. 1470, Folio 261, and

#114 Sharon 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. Smith

Witness;

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 21 day of August, 1962

Eleanor G. Cumings, Acting Clerk

LIBER 142 PAGE 246

WALTER S. CALWELL, Attorney Named in Mortgage VS. CHARLES E. SMITH, III AND TERESA K. SMITH, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 15,079

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 16th day of August, 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 S. & L. ASS'N.

by Charles E. Williams
Purchaser
Charles E. Williams Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

LIBER 142 PAGE 247

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES E. SMITH, III, AND TERESA K. SMITH, HIS WIFE	:	(In Equity) - No. 15,079
	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 21st, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1470 folio 261 from said Charles E. Smith, III and Teresa K. Smith, 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 "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 16th day of August, 1962 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in AnneArundel County

being known and designated as Lot No. 13, Sharonville as laid down and 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. 114 Sharon Drive,; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 AUG 21 AM 9:15

12

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 Sixteen Thousand three hundred fifty ($16,350.00) 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 17th day of August, 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 BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

CHARLES E. SMITH, III, and THERESA K. SMITH, his wife

LIBER 142 PAGE 249
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,079 Equity

Ordered, this 21 day of August, 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 24th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of September next.

The report states that the amount of sale was $ 16,350.00

Eleanor G. Owings, Acting Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. "Md. Gazette" (For August 23rd Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

CHARLES E. SMITH, III, and THERESA K. SMITH, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of September, 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 SEP 27 AM 11:13

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 250

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26 19 62

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,079

Charles E. Smith, III

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 24th day of September, 19 62. The first insertion being made the 23rd day of August, 19 62.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1962

FILED

SEP 26 PM 2:00

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,079 Equity

Walter S. Calwell, Attorney named in Mortgage

versus

CHARLES E. SMITH, III, and THERESA K. SMITH, his wife

Ordered, this 21 day of August, 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 24th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of September next.

The report states that the amount of sale was $16,350.00.

ELLEANOR G. OWINGS,
Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS,
Acting Clerk.

S-13

LIBER 142 PAGE 251

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

CHARLES E. SMITH III and TERESA K. SMITH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,079 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.

October 11, 1962

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

FINAL ORDER

ORDERED BY THE COURT, this 29th day of October, 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

1962 OCT 29

Dr. Mortgaged Real Estate of Charles E. Smith III & Teresa K. Smith, 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	16,350	00		
	By	Interest 6% on deferred payment $15,850.00 8/16/62 to 9/27/62	111	72		
	By	Adjustment, 1962 Real Estate Taxes 8/16/62 to 12/31/62	72	88		
					16,534	60
	To	Attorney, for fee, viz.	150	00		
	To	Attorney, for commission, viz.	520	50		
					670	50
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	31	50		
		Auditor, this account	22	50		
					64	00
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc. Advertisement & Nisi- sale	78	00		
		New Amsterdam Casualty Co. - bond	64	40		
		E. T. Newell & Co., Inc.- Auctioneer's fee	35	00		
		Notary fee	1	50		
					178	90
	To	Baltimore Federal Savings & Loan				

Association, Mortgagee, in account			
of Mortgage claim			15,621 20
			16,534 60
Balance due on Mortgage, as per			
claim filed	16,067 11		
Interest 5 1/4%, on principal balance			
$15,720.39 from 8/1/62 to 10/27/62	199 23		
	16,266 34		
Credit amount allowed above	15,621 20		
This amount subject to decree in			
personam	645 14		

LIBER 142 PAGE 254

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	-OF-
Kennard F. Fairchild and	*	ANNE ARUNDEL COUNTY
Garnet E. Fairchild, his wife	*	Equity No. 15,073

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Attorney
named in Mortgage

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

FILED
1962 JUL -9 AM 9:42

MD

NO STAMPS REQUIRED

LIBER 142 PAGE 255
LIBER 1212 PAGE 545

No. 15,073 Equity

THIS MORTGAGE, Made this 17th day of June - - - - , in the year one thousand nine hundred and Fifty-eight, between KENNARD F. FAIRCHILD and

GARNET E. FAIRCHILD, his wife - - - of the County of Anne Arundel - - - , in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eleven thousand ($11,000.00) Dollars - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Seventy-Nine ($79.00) Dollars - - - - - - - - - - - - commencing on the first- - - - day of August 1958, and on the first - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - lot of ground situate and lying in Third Election District,

Anne Arundel County, Maryland - - , and described as follows:

~~XXXXXXXXX~~ BEING known and designated as Lot No. Thirty-Five (35), as shown on Plat 2, of Riviera Isle, which plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 26, folio 11.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate to the said mortgagors.

FILED

1962 JUL -9 AM 9:42

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

2

LIBER 142 PAGE 256
LIBER 1212 PAGE 546

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

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

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

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

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

3

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

on or before the **first** - - - - - - - - - - - - - - - day of each and every month the sum of **Fifteen ($15.00) Dollars** - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided: (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice: (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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

the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger — Kennard F. Fairchild (SEAL)
Elaine E.Seeger. — Kennard F. Fairchild

Garnet E. Fairchild (SEAL)
Garnet E.Fairchild.

_____ (SEAL)

_____ (SEAL)

LIBER 1212 PAGE 549

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of June - - - 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kennard F.Fairchild and Garnet E.Fairchild, his wife -

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

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E.Seeger. Notary Public

11.60

My Commission Expires May 4th, 1959.

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

Rec'd for record June 19 1958 at 9:51 A.M.

Mailed to Mezger & Mezger

LIBER 142 PAGE 259

H. Allen Mezger, Attorney named in Mortgage

VS

Kennard F. Fairchild and Garnet E. Fairchild, his wife

IN THE CIRCUIT COURT -OF- ANNE ARUNDEL COUNTY

Equity No. 15,073

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 11,000.00
Less - Total amount paid on account of Principal	$ 365.68	
Plus - Debit ~~Less - Credit~~ Expense Account	1.31	364.37
Net Balance	$ 364.37	$ 10,635.63
Plus accumulated interest to July 31, 1962 (with interest thereafter at rate of 6% per annum)		53.17
Total Amount of Mortgage Indebtedness		$ 10,688.80

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke Jr. Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, COUNTY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - -6th- - day of July - - 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 Henry C. Bourke, Jr., the Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City 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

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 6th, 1963.

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE COUNTY

FILED

1962 JUL -9 AM 9:42

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

LIBER 142 PAGE 260

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

H. Allen Mezger, Attorney named in Mortgage

vs.

Kennard F. Fairchild and Garnet E. Fairchild, his wife

Equity Docket 15073 Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JOHN P. HELMER, President of Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer
John P. Helmer *Affiant.* President

Subscribed and sworn to before me this 7th day of August 1962

Inez A. Brown
Notary Public Inez A. Brown

INEZ A. BROWN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1962 AUG 15 AM 9:43

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 142 PAGE 261

BER 11 PAGE 411

No. 15,073 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Seven Hundred and No/100 - - - - - - - - - - - ($10,700.00) -- *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 13th *day of* August *in the year of our Lord nineteen hundred and* sixty-two.

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* Kennard F. Fairchild and Garnet E. Fairchild, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated June 17, 1958 *and recorded in Liber* GTC *No.* 1212 *folio* 545 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Janet B Segel
Janet B. Segel

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By John F. Kennedy Jr.
John F. Kennedy, Jr., Attorney-in-Fact

ATTEST:

Carol Shinsky
Carol Shinsky

Bond approved this 15th day of August, 1962

Elleanor T Owings acting Clerk
per ay

1962 AUG 15 AM 9:43

8

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

Attorney's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A frame ranch style 6 room, bath and utility room dwelling, situate on One and One-half (1½) Acres, more or less, being Lot No. Thirty-five (35), Plat 2, Riviera Isle., Third Election District, Anne Arundel County Maryland.

Under and by virtue of the power of sale contained in the mortgage dated June 17th, 1958, from Kennard F. Fairchild and Garnet E. Fairchild, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1212 folio 545, the undersigned as attorney, will offer for sale at public auction on the premises on:

Fri., Aug. 17, 1962
at 2:00 O'clock p.m.

the following described property:

BEING known and designated as Lot No. Thirty-five (35), as shown on Plat 2, of Riviera Isle, which plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 26, folio 11.

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

H. ALLEN MEZGER,
Attorney named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers

A-16

No. M. G. 26573

1962 AUG 22 PM 1:46

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1412 PAGE 262

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed

Attorney's Mortgage Sale
Kennard F. Fairchild
15,073

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1962. The first insertion being made the 26th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

H. Allen Mezger, Attorney named in Mortgage

vs.

Kennard F. Fairchild and Garnet E. Fairchild, his wife

LIBER 142 PAGE 263

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity NO. 15,073

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the - 17th - day of August - - - - - , 1962 , we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City - the property described as follows:

BEING known and designated as Lot No. Thirty-five (35), as shown on Plat 2, of Riviera Isle, which plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 26, folio 11.

at and for the price of Ten Thousand ($10,000.00) dollars - - - - - - - - - - - - - -

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: _____
John M. Miller, Jr. - - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of $10,000.00

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

~~AS WITNESS my hand and seal this day of~~

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY (SEAL)

By: _____ (SEAL)
Henry C. Bourke, Jr., Treasurer

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

I HEREBY CERTIFY, That on this - 17th - day of August - - - - - -, 19 62, before me, the subscriber, a Notary Public of the State and aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr. Treasurer of Arundel Federal Savings and Loan Association of Baltimore City - - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

_____
Joseph J. Blimline, Jr. Notary Public

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

My Commission Expires: May 6th, 1963 .

1962 AUG 23 [illegible]

10

LIBER 142 PAGE 264

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
Kennard F. Fairchild and	*	ANNE ARUNDEL COUNTY
Garnet E. Fairchild, his wife	*	Equity No.15,073

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Kennard F. Fairchild and Garnet E. Fairchild, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, August 17th, 1962, at 2:00 o'clock p. m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Ten Thousand and no/100 ($10,000.00) dollars, of which a deposit of One Thousand and no/100($1,000.00) dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Attorney (Seal)
named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 22nd day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and

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

FILED
1962 AUG 23 AM 10:40

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

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr., Notary Public

My Commission expires May 6th, 1963.

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

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

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

KENNARD F. FAIRCHILD and GARNET E. FAIRCHILD, his wife

LIBER 142 PAGE 266

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,073 Equity

Ordered, this 23 day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1 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 1 day of October next.

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

Eleanor G. Jennings, Acting Clerk.

True Copy,

TEST: Clerk.

H. ALLEN MEZGER, Atty. "Md. Gazette" (For August 30th Edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

KENNARD F. FAIRCHILD and GARNET E. FAIRCHILD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of October, 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.

JUDGE.

FILED

1962 OCT -2 PM 12:09

13

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 267

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1962

We hereby certify, that the annexed

Order Nisi

Eq. 15,073

Kennard F. Fairchild

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 1st day of October, 1962. The first insertion being made the 30th day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,073 Equity
H. ALLEN MEZGER
Attorney named in Mortgage
VERSUS
KENNARD F. FAIRCHILD and GARNET E. FAIRCHILD, his wife

Ordered, this 23 day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Morgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1 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 1 day of October next.

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

ELLEANOR G. OWINGS,
Acting Clerk

True Copy. TEST:
ELLEANOR G. OWINGS
Acting Clerk

S-20

SEP 28 1962

No. M. G. 26726

14

LIBER 142 PAGE 268

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

KENNARD F. FAIRCHILD and

GARNET E. FAIRCHILD, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,073 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.

October 15, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st day of October, 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 OCT 31 AM 10:42

15

Dr. Mortgaged Real Estate of Kennard F. Fairchild & Garnet E. Fairchild, his wife

In Acct. with H. Allen Mezger, Attorney named In Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale filed	10,000	00		
	By	Interest 6%, on deferred payment $9,000.00 from 8/17/62 to 10/3/62	67	50		
	By	Adjustment, 1962 Real Estate Taxes 8/17/62 to 12/31/62	54	50		
					10,122	00
	To	Attorney, for fee, viz.	100	00		
	To	Attorney, for commissions, viz.	330	00		
					430	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	67	52		
		Maryland Casualty Company - bond	42	80		
		E. T. Newell & Company Inc.				
		Auctioneer's fee $50.00				
		Advertising-Sunpapers 16.60	66	60		
					176	92
	To	Arundel Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			9,454	58
					10,122.00	

Balance due on Mortgage, as per claim filed	10,688 80
Interest 6%, on principal balance $10,635.63, from 8/1/62 to 11/1/62	160 32
	10,849 12
Credit amount allowed above	9,454 58
This amount subject to decree in personam	1,394 54

LIBER 142 PAGE 271

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	-OF-
Edward A. Hudgins and	*	ANNE ARUNDEL COUNTY
Bessie T. Hudgins, his wife	*	Equity No. 15,077

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger, Attorney
named in Mortgage

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

FILED

1962 JUL 10 AM 10:10

LIBER 142 PAGE 272
BOOK 1321 PAGE 429 No. 15,077 Equity 16,021

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 11th day of August - - -, in the year one thousand nine hundred and fifty-nine, between EDWARD A. HUDGINS and BESSIE T. HUDGINS, his wife, - - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Nine Thousand ($9,000.00) Dollars - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-four ($64.00) Dollars - - - - - - - - - - - - commencing on the First - - - -day of September, 1959, and on the First - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - - lot of ground situate and lying in the Second Election District,

Anne Arundel County, Maryland - - -, and described as follows:

BEING known and designated as Lot No. One Hundred Seventy-six (176), Plat 2, Section 1 of Sunrise Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 33.

BEING the same lot of ground which by deed of even date, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Walter N. True and Dorothy True, his wife, to the said mortgagors.

FILED

1962 JUL 10 AM 10:11

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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LIBER 142 PAGE 273
BOOK 1321 PAGE 430

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

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

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

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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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

on or before the First - - - - - - - - - - - - - - - - day of each and every month the sum of Sixteen ($16.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice: (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

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

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

4

the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the **County** aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Joseph J. Blimline, Jr. (SEAL)
Joseph J. Blimline, Jr.

Edward A. Hudgins (SEAL)
Edward A. Hudgins

Bessie T. Hudgins (SEAL)
Bessie T. Hudgins

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of August - - ,1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edward A. Hudgins and Bessie T. Hudgins, his wife,

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

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr., Notary Public

My Commission Expires May 1st, 1961.

13.00

Rec'd for record Aug. 13 1959 at 11:13 A.M.

Mailed to Mezger & Mezger

- 4 -

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

5

LIBER 142 PAGE 276

H. Allen Mezger, Attorney
named in Mortgage

VS

Edward A. Hudgins
and
Bessie T. Hudgins, his wife

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

Equity No. 15,077.

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 9,000.00
Less - Total amount paid on account of Principal	$303.96	
Less - Credit Expense Account	155.59	459.55
Net Balance	$459.55	$ 8,540.45
Plus accumulated interest to July 31st, 1962 (with interest thereafter at rate of 6% per annum)		43.48
Total Amount of Mortgage Indebtedness		$ 8,583.93

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr. Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, COUNTY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 9th - - day of July 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 Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the MORTGAGEE in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 6th, 1963.

FILED
1962 JUL 10 AM 10:11

6

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

LIBER 142 PAGE 277

H. Allen Mezger, Attorney named in Mortgage

vs.

Edward A. Hudgins and Bessie T. Hudgins, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Eq # 15077

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer

John P. Helmer *Affiant.* President

Subscribed and sworn to before me this 7th day of August 1962

Inez A. Brown

Notary Public Inez A. Brown

RECORDED

1962 AUG 15 PM 9:38

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 142 PAGE 278
BER 11 PAGE 408

No. 15,077 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Six Hundred and No/100 - - - - - - - - - - - - - ($8,600.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 13th *day of* August *in the year of our Lord nineteen hundred and* sixty-two.

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* Edward A. Hudgins and Berrie G. Hudgins

to Arundel Federal Savings & Loan Association of Baltimore City

dated August 11, 1959 *and recorded in Liber* GCT *No.* 1321 *folio* 429 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Janet B Segel
Janet B. Segel

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By John F Kennedy Jr
John F. Kennedy, Jr., Attorney-in-Fact

ATTEST:

Carol Shinsky
Carol Shinsky

Bond approved this 15th day of August 1962

Elinor G. Owings acting Clerk
per ay

FILED
1962 AUG 15 AM 9:36

8

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

Attorney's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A brick, composition roof, 6 rooms and bath, with utility room, dwelling, situate on Lot No. One Hundred Seventy-six (176), Plat 2, Section 1 of Sunrise Beach, Second Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated August 11th, 1959, from Edward A. Hudgins and Bessie T. Hudgins, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1321 folio 429, the undersigned as Assignee, will offer for sale at public auction on the premises on:

Fri., Aug. 17, 1962
at 3:15 O'clock p.m.

the following described property

BEING known and designated as Lot No. One Hundred Seventy-six (176), Plat 2, Section 1 of Sunrise Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 33.

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

H. ALLEN MEZGER
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

A-16

No. 562

9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 279

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed

Attorney's Mortgage Sale
Edward A. Hudgins
15,077

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1962 The first insertion being made the 26th day of July, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

H. Allen Mezger, Attorney named in Mortgage

vs.

Edward A. Hudgins and Bessie T. Hudgins, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity NO. 15,077

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the - 17th - day of August - - - - - -, 1962, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City - the property described as follows:

BEING known and designated as Lot No. One Hundred Seventy-six (176), Plat 2, Section 1 of Sunrise Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 33.

at and for the price of Eight Thousand and no/100 ($8,000.00) dollars - - - - - - - - - -

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: [signature]
John M. Miller, Jr. - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of $8,000.00

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY (SEAL)

By [signature] (SEAL)
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, COUNTY OF BALTIMORE - - - - - - - - to wit:

I HEREBY CERTIFY, That on this - 17th - day of August - - - - - -, 1962, before me, the subscriber, a Notary Public of the State and aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

[signature]
Joseph J. Blimline, Jr. Notary Public

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires: May 6th, 1963

FILED 1962 AUG 23 AM 10:24

10

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	OF
Edward A. Hudgins and	*	ANNE ARUNDEL COUNTY
Bessie T. Hudgins, his wife	*	Equity No.15077

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Edward A. Hudgins and Bessie T. Hudgins, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H.Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, August 17th, 1962, at 3:15 o'clock P.M. attend on the premises and then and there sold at public auction, all that lot of ground located in the Second Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Eight Thousand ($8,000.00) dollars, of which a deposit of Eight Hundred ($800.00) dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger (Seal)
H. Allen Mezger, Attorney
named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 22nd day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the

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

sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr. Notary Public

My Commission expires May 6th, 1963.

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

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

12

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

EDWARD A. HUDGINS and BESSIE T. HUDGINS, his wife

LIBER 142 PAGE 283

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,077 Equity

Ordered, this 23 day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1 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 1 day of October next.

The report states that the amount of sale was $ 8,000.00

Eleanor G. Jennings, Acting Clerk.

True Copy,

TEST: Clerk.

H. ALLEN MEZGER, Atty. "Md. Gazette" (For August 30th Edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

EDWARD A. HUDGINS and BESSIE T. HUDGINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of October, 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 OCT -2 PM 12:03

13

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 284

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,077 Equity
H. ALLEN MEZGER
Attorney named in Mortgage
VERSUS
EDWARD A. HUDGINS and BESSIE T. HUDGINS, his wife

Ordered, this 23 day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in MORTGAGE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1 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 1 day of October next.

The report states that the amount of sale was $8,000.00.

ELLEANOR G. OWINGS,
Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS
Acting Clerk

S-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1962

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 15,077
Edward A. Hudgins,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the last day of October, 1962. The first insertion being made the 30th day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 26722

14

In the Case of

LIBER 142 PAGE 285

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

EDWARD A. HUDGINS and

BESSIE T. HUDGINS

In the

Circuit Court

For

Anne Arundel County

No. 15,077 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.

Auditor.

October 15, 1962

FINAL ORDER

ORDERED BY THE COURT, this 31 day of October, 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

15

Dr. Mortgaged Real Estate of Edward A. Hudgins & Bessie T. Hudgins, his wife

In Acct. with H. Allen Mezger, Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale filed	8,000	00		
	By	Interest 6%, on deferred payment $7,200.00 from 8/17/62 to 10/3/62	54	00		
					8,054	00
	To	Attorney, for fee, viz.	100	00		
	To	Attorney, for commissions, viz.	270	00		
					370	00
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditors, this account	22	50		
					60	50
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	67	52		
		Maryland Casualty Company - bond	34	40		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee $50.00				
		Advertising-Sunpapers 15.20	65	20		
		Adjustment, 1962 Real Estate Taxes 1/1/62 to 8/7/62	74	37		
					241	49
	To	Arundel Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			7,382	01
					8,054	00

		Balance due on Mortgage, as per					
		claim filed	8,583	93			
		Interest 6%, on principal balance					
		$8,540.45 from 8/1/62 to 11/1/62	128	10			
			8,712	03			
		Credit amount allowed above	7,382	01			
		This amount subject to decree in					
		personam	1,330	02			

LIBER 142 PAGE 288

W. LeROY ORTEL Attorney Named in Mortgage 1003 Maryland Trust Bldg.	*	IN THE CIRCUIT COURT
VS.	*	OF ANNE ARUNDEL COUNTY
MAURICE MEADOWS and ALTA C. MEADOWS, his Wife Box 708 Nursery Road Linthicum Heights, A.A. Co.	*	15,092 Equity

MR. CLERK:

Please docket suit in the above entitled case and file the within exhibits.

W. LeRoy Ortel
Attorney named in
Mortgage

W. LEROY ORTEL
ATTORNEY AT LAW
1003 MARYLAND TRUST BLDG.
BALTIMORE 2, MD.

FILED

1962 JUL 20 PM 1:28

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—17

LIBER 142 PAGE 289
LIBER 1246 PAGE 519

15,092 County

PURCHASE PRICE

This Mortgage, Made this 16th day of October

in the year one thousand nine hundred and fifty-eight between MAURICE MEADOWS and ALTA C. MEADOWS, his Wife,

of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the SQUARE PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Eighty-five Hundred and Eighty and no/100 ~~Eighty-three Hundred and Twenty and no/100~~ ($8580.00) ~~($8320.00)~~ Dollars (being part payment on account of the hereinafter described property) on ~~-66-~~ ~~mmm~~ share s of 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 Mortgagors

do grant unto the said Mortgagee

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the County of Anne Arundel, Maryland

at present known as No. Box 708 Nursery Road, Linthicum Hts. A.A.County, Md.

and described as follows: Beginning for the same on the northernmost side of Nursery Road as laid out 40 feet at the point where the northernmost side of the said road is intersected by the northerly 275.21-foot line of a conveyance from Jos. Olevich and Lillian K. E. Olevich to John M. and Helen E. Gerber, by Deed dated 5/24/38 and recorded among the Land Records of Anne Arundel County in Liber FAM 181/59 and running thence with said line north 12 degrees 18 minutes east 252.45 feet to the center of a 30-foot road, thence running with the center of said 30-foot road south 77 degrees 42 minutes east 79.32 feet thence along the said 30-foot road and running south 12 degrees 18 minutes west 248.50 feet to the northernmost side of the aforesaid Nursery Road, thence running with the northernmost side of the said road north 80 degrees 35 minutes west 79.46 feet to the place of beginning. Containing C.452 acres of land, more or less. The improvements thereon known as Box 708 (formerly 120) Nursery Road.

BEING the same lot of ground which by Deed of even date herewith and recorded prior hereto was granted and conveyed by Berenice Hatfield, single, to the Mortgagors.

PLAINTIFF'S EXHIBIT #1

FILED

1962 JUL 20 PM 1:28

2

It is a condition of this mortgage that in the event of a sale, lease, or transfer of the mortgaged property, or any part thereof, or any interest therein without the consent in writing of the Mortgagee, first had and obtained, then the entire balance due hereunder shall become due and payable forthwith, and if not paid on demand, this mortgage may be foreclosed under the terms herein contained.

AND it is also agreed that this mortgage shall secure futuer advances as provided by Art. 66, Sec. 2 of the laws of Maryland or any amentment or supplement thereto.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, 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 $ 120 , payable in equal semi-annual instalments on the 17th days of April and October in each and every year.

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on their part 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 successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of -25- cents on each of said ~~64~~ -66- shares of stock as dues, until the combined payment of dues shall amount to One Hundred Thirty ($130.00) Dollars for each of said -66- ~~64~~ shares, and also to pay weekly, the sum of -15- cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Thirty ($130.00) dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR S hereby covenant to pay to the said MORTGAGEE, the further sum of Four Dollars and no cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR S will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

W. LeRoy Ortel

Maurice Meadows (SEAL)
Maurice Meadows

Alta C. Meadows (SEAL)
Alta C. Meadows

(SEAL)

STATE OF MARYLAND, SS:

I HEREBY CERTIFY, that on this 16th day of October in the year one thousand nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared MAURICE MEADOWS AND ALTA C. MEADOWS, HIS WIFE, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Henry C. Knoll 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.

Rec'd for record Oct. 27, 1958, at 10:37 AM.
Mailed to W. Leroy Ortel

Gilbert Ortel - Notary Public

4

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

W. LeROY ORTEL
Attorney named in mortgage,
Plaintiff
1003 Maryland Trust Building
Baltimore 2, Maryland

vs.

MAURICE MEADOWS and ALTA C. MEADOWS, his Wife
Defendants
Box 708 Nursery Road
Linthicum Heights, A. A. Co.

LIBER 142 PAGE 292
IN THE

CIRCUIT COURT

OF
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

15,092 Equity
Docket ..... Fol. .....

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

W. LeRoy Ortel, Attorney named in mortgage

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~~ are not in the military service of the United States,

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

(3) said defendant ~~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.

W. LeRoy Ortel,
Affiant.
Attorney named in mortgage

Subscribed and sworn to before me this 19 day of July 19 62

Beulah Winston
Notary Public
Beulah Winston,

FILED
1962 JUL 20 PM 1:29

5

W. LeRoy Ortel
1003 Maryland Trust Bldg.

Attorney named in mortgage
Plaintiff

vs.

Maurice Meadows and Alta C. Meadows his Wife
Box 708 Nursery Road
Linthicum Heights, A. A. Co.
Defendants

LIBER 142 PAGE 293
IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

15,092 Equity

STATEMENT OF MORTGAGE DEBT

Amount of loan	$8580.00
Paid on account	644.10
	7935.90
Interest to 9/16/62	241.80
Balance due -	$8177.70

STATE OF MARYLAND, ~~XXXXXXXXXXXXXXXX~~ ANNE ARUNDEL CO., Sct.

I HEREBY CERTIFY, That on this 19 day of July in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for ~~XXXXXXXXXXXXXXXX~~ Anne Arundel County personally appeared W. LeRoy Ortel, Attorney named in mortgage

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.

Beulah Winston
Beulah Winston, Notary Public

Trustee's Bond

LIBER 142 PAGE 294 No. 15,092 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 11 PAGE 386

THAT WE, W. ROY ORTEL, 1003 Maryland Trust Building, Baltimore 2, 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 EIGHT THOUSAND FIVE HUNDRED AND 00/100---($8,500.00)-- Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of July in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden W. ROY ORTEL of Anne Arundel County by virture of a decree of the Honorable the Judge of the Circuit Court ~~No. 2 of Baltimore City~~, has been appointed trustee to sell Property: improvements known as Box 708 (formerly 120) Nursery Road, Linthicum Heights, Maryland mentioned in the proceedings in the case of Square Building and Loan Association

vs.

Maurice Meadows and Alta C. Meadows, his wife

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN W. ROY ORTEL 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

Beulah Winston
Beulah Winston

Samuel P. Evans Jr.

W. Roy Ortel [SEAL.]
W. ROY ORTEL [SEAL.]
INSURANCE COMPANY OF NORTH AMERICA [SEAL.]
BY: James S. Kreeger [SEAL.]
James S. Kreeger
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 James S. Kreeger 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 ~~No. 2 of Baltimore City~~ 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 18th Day of July, 1962

INSURANCE COMPANY OF NORTH AMERICA

ATTEST:

Hugh M. Sinclair
Assistant Secretary
Hugh M. Sinclair

By: [signature]
Vice-President
James Crawford

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

July 18th, 1962

INSURANCE COMPANY OF NORTH AMERICA

Hugh M. Sinclair
Assistant Secretary
Hugh M. Sinclair

Bond approved this 20 day of July, 1962

George T. Cromwell, Clerk

1

E-123—1 M—2-62.

REPORT OF SALE

LIBER 142 PAGE 295

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

No. 15,092

W. LeRoy Ortel, Attorney named in Mortgage
VS.
Maurice Meadows and Alta C. Meadows, his Wife

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ Anne Arundel COUNTY:

The Report of Sale of W. LeRoy Ortel, Attorney named in Mortgage ~~Trustee appointed by the Court~~ in the above entitled cause to make sale of Box 708 Nursery Road, Linthicum Heights, 5th Elec. District, Anne Arundel County, Maryland

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Capital Gazette Press, Inc.

a newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Attorney did pursuant to said notice on Friday the 17th day of August, 1962, at 2:30 o'clock, PM., attend on the premises and then and there sold the aforesaid leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto Square Permanent Building & Loan Association, Incorporated for the sum of $7450.00, which was the highest amount bid on this property.

W. LeRoy Ortel, Attorney named in Mortgage ~~Trustee~~.

Anne Arundel County

State of Maryland, ~~County of Baltimore~~, Sct.

I Hereby Certify, that on this 20th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel ~~Baltimore~~ aforesaid, personally appeared W. LeRoy Ortel, Atty. named in mortgage, ~~Trustee~~ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Beulah Winston, Notary Public

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LIBER 142 PAGE 296

W. LeROY ORTEL
Attorney
1003 Maryland Trust Bldg.
Baltimore 2, Md.

Attorney's Sale

Leasehold Property

Known as Box 708 Nursery Road
Linthicum Heights

Under and by virtue of a power of sale contained in a Mortgage from Maurice Meadows and Alta C. Meadows, his wife, to Square Permanent Building and Loan Association, Incorporated dated October 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1246 folio 519, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, upon the premises, on

FRIDAY,
AUGUST 17, 1962
at 2:30 O'clock P.M.

all that leasehold lot or parcel of ground situate in the 5th election district of Anne Arundel County and described as follows:

BEGINNING for the same on the northernmost side of Nursery Road as laid out 40 feet at the point where the northernmost side of the said road is intersected by the northerly 275.21-foot line of a conveyance from Jos. Olevich and Lillian K. E. Olevich to John M. and Helen E. Gerber, by Deed dated 5-24-38 and recorded among the Land Records of Anne Arundel County in Liber FAM 181—59 and running thence with said line north 12 degrees 18 minutes east 252.45 feet to the center of a 30-foot road, thence running with the center of said 30-foot road south 77 degrees 42 minutes east 79.32 feet, thence along the said 30-foot road and running south 12 degrees 18 minutes west 248.50 feet to the northernmost side of the aforesaid Nursery Road, thence running with the northernmost side of the said road north 80 degrees 35 minutes west 79.46 feet to the place of beginning. Containing 0.452 acres of land, more or less. The improvements thereon known as Box 708 (formerly 120) Nursery Road, Linthicum Heights, Anne Arundel County, Maryland.

BEING the same lot of ground which by Deed dated October 16, 1958 and recorded in Liber G.T.C. No. 1246 folio 517 was conveyed by Berenice Hatfield to Maurice Meadows and wife.

Improved by a one-story bungalow containing three bedrooms, living room, kitchen and bath, and subject to an annual ground rent of $120.00.

The above described premises will be sold subject to such restrictions, conditions, easements and reservations as appear of record in the Land Records of Anne Arundel County.

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 to be paid in cash upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps and transfer taxes, if any, to be borne by the Buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.

W. LeROY ORTEL,
Attorney named in mortgage
1003 Marylant Trust Bldg.,
Baltimore 2, Md.

E. T. NEWELL & CO. INC.
Auctioneer

A-16

MEZGER & MEZGER
Attorneys

ORDER NISI

W.LeROY ORTEL, Attorney named in Mortgage

versus

MAURICE MEADOWS and

ALTA C. MEADOWS, his wife

LIBER 142 PAGE 297

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,092 Equity

Ordered, this 21 day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by W. LEROY ORTEL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of September next.

The report states that the amount of sale was $ 7,450.00

Eleanor G. Owings, Acting Clerk.

True Copy,

TEST: Clerk.

W. LEROY ORTEL, Atty. "Md. Gazette" (For August 23rd Edition)

(Final Order)

W. LEROY ORTEL, Attorney named in Mortgage

versus

MAURICE MEADOWS and

ALTA C. MEADOWS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of October, 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.

1962 OCT 11 AM 2:30

9

W. LeROY ORTEL
Attorney
1003 Maryland Trust Bldg.
Baltimore 2, Md.

Attorney's Sale

Leasehold Property

Known as Box 708 Nursery Road
Linthicum Heights

Under and by virtue of a power of sale contained in a Mortgage from Maurice Meadows and Alta C. Meadows, his wife, to Square Permanent Building and Loan Association, Incorporated dated Octobcr 16, 1958 and recorded among the Land Records of Annc Arundel County in Liber G.T.C. No. 1246 folio 519, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, upon the premises, on

FRIDAY,
AUGUST 17, 1962
at 2:30 O'clock P.M.

all that leasehold lot or pareel of ground situate in the 5th election district of Anne Arundel County and described as follows:

BEGINNING for the same on the northernmost side of Nursery Road as laid out 40 feet at the point where the northernmost side of the said road is intersected by the northerly 275.21-foot line of a conveyance from Jos. Olevich and Lillian K. E. Olevich to John M. and Helen E. Gerber, by Deed dated 5-24-38 and recorded among the Land Records of Anne Arundel County in Liber FAM 181—59 and running thenee with said line north 12 degrees 18 minutes east 252.45 feet to the center of a 30-foot road, thence running with the center of said 30-foot road south 77 degrees 42 minutes east 79.32 feet, thence along the said 30-foot road and running south 12 degrees 18 minutes west 248.50 feet to the northernmost side of the aforesaid Nursery Road, thence running with the northernmost side of the said road north 80 degrees 35 minutes west 79.46 feet to the place of beginning. Containing 0.452 acres of land, more or less. The improvements thereon known as Box 708 (formerly 120) Nursery Road, Linthicum Heights, Anne Arundel County, Maryland.

BEING the same lot of ground which by Deed dated October 16, 1958 and recorded in Liber G.T.C. No. 1246 folio 517 was conveyed by Berenice Hatfield to Maurice Meadows and wife.

Improved by a one-story bungalow containing three bedrooms, living room, kitchen and bath, and subject to an annual ground rent of $120.00.

The above described premises will be sold subject to such restrictions, conditions, easements and reservations as appear of record in the Land Records of Anne Arundel County.

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 to be paid in cash upon ratification of Sale by the Circuit Court for Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps and transfer taxes, if any, to be borne by the Buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.

W. LeROY ORTEL,
Attorney named in mortgage
1003 Marylant Trust Bldg.,
Baltimore 2, Md.

E. T. NEWELL & CO. INC.
Auctioneer A-16

No. 10

1962 AUG 22 PM 1:17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 298

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed

Attorney's Sale

Maurice Meadows

15,072

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 August, 1962. The first insertion being made the 26th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 142 PAGE 299

W. LeRoy Ort , Attorney named in Mortgage	*	In Th Circuit Court
	*	For Anne Arundel County
Vs.	*	Case No. 15092
Maurice Meadows and Alta C. Meadows, his Wife	*	In Equity
	*	

***

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17 day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Fred J. Ritter, 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, Square Bldg & Loan Assn;) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Square Bldg & Loan Assn (SEAL)
Purchaser

Fred J. Ritter
Secty

Notary Public

1962 SEP 14 [illegible]

11

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 300

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,092 Equity

W. LeRoy Ortel, Attorney named in Mortgage

versus

MAURICE MEADOWS and ALTA C. MEADOWS, his wife

Ordered, this 21st day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by W. LeRoy Ortel, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of September next.

The report states that the amount of sale was $7,450.00.

ELLEANOR G. OWINGS,
Acting Clerk.

True Copy, TEST:
ELLEANOR G. OWINGS,
Acting Clerk.

S-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,092

Maurice Meadows

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 September, 1962. The first insertion being made the 23rd day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26705 By H. Tilghman

17

In the Case of

LIBER 142 PAGE 301

W. LEROY ORTEL, ATTORNEY NAMED IN MORTGAGE

VS.

MAURICE MEADOWS and

ALTA C. MEADOWS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,092 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.

October 19, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of November, 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

Dr. Mortgaged Real Estate of Maurice Meadows & Alta C. Meadows, His wife

In Acct. with W. LeRoy Ortel, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of Sale, filed	7,450	00			
By	Interest, 6%, on deferred payment $6,950.00 from 8/19/62	44	03			
By	Adjustment, 1962 Real Estate Taxes	41	04			
	Adjustment, 1962 Sanitary charge	15	68			
				7,550	75	
To	Attorney, for fee, viz.	150	00			
To	Attorney, for commissions, viz.	223	50			
				373	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 & Nisi - Sale	107	76			
	Insurance Co. of N. America - bond	34	00			
	E. T. Newell & Company, Inc.					
	Auctioneer's fee 25.00					
	Advertising - Sun 15.90	40	90			
	Adjustment - ground rent	62	65			
				245	31	
To	Square Permanent Building & Loan					

		Association, Mortgagee, on account			
		of Mortgage claim			6,871 44
					7,550 75
		Balance due on Mortgage, as per			
		claim filed	8,177	70	
		Interest, 6%, on principal balance,			
		$7,935.90, from 9/17/62 to 11/6/62	66	08	
			8,243	78	
		Credit amount allowed above	6,871	44	
		This amount subject to decree in			
		personam	1,372	34	

LIBER 142 PAGE 304

LOUIS M. STRAUSS, ASSIGNEE :

vs. :

CARVEL CONSTRUCTION COMPANY, a body corporate : 13971-Equity

: : : : :

ORDER TO DOCKET FORECLOSURE, ORIGINAL MORTGAGE AND STATEMENT OF CLAIM

Mr. Clerk:

Please docket above styled foreclosure suit, and file original mortgage and mortgage statement thereon.

Louis M. Strauss - Assignee

STATEMENT OF ACCOUNT

To principal amount due under mortgage dated June 7, 1956, and recorded among the Land Records G.T.C. No. 1036, folio 6,	$1,400.00
To Interest to July 7, 1960	336.00
Total due to September 6, 1960.	$1,736.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 12th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee, and made oath in due form of law that the aforegoing account is true to the best of his knowledge and belief, and that the Officers of the Carvel Construction Company are not subject to the U.S.Selective Service Act or the Solders' and Sailors Civil Relief Act as amended.

Witness my hand and Notarial seal.

Mildred F. Bean - Notary Public

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1960 SEP 13 AM 11:22

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 142 PAGE 305

LIBER 1036 PAGE 6

13.97 1-Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 7th day of June,

in the year nineteen hundred and FIFTY-SIX, by and between The Carvel Construction Company, a body corporate,

Mortgagor of the City of Annapolis, Anne Arundel Cty., in the State of Maryland, of the first part, and

George M. Walters and Dena Walters, his wife, , Mortgagees, of the second part:

Whereas, The Mortgagor is justly and bonafidely indebted to and unto the Mortgagees in the full and just sum of One Thousand Four Hundred ($1,400.00) Dollars, payable on or before the 15th day of November 1956 at Six (6%) Percent per annum, which said sum represents the purchase price of the hereinafter described property.

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

do th grant and convey unto the said Mortgagees, their heirs and assigns, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Sixth Election District of Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~

Being Lot No. 43 of the Revised Plat, a part of Chinkapin Acres, made by John W. Boutwell, Jr., March, 1955, and recorded among the Plat Records of Anne Arundel County in Book 26, folio 18, said lot containing 13,004.84 square feet, and having a footage on Forest Drive of 60.0 feet with an uneven depth thereon.

BEING the same lot of ground conveyed to The Carvel Construction Company, a body corporate, by George M. Walters and Dena Walters, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1960 SEP 13 AM 11:22

LIBER 142 PAGE 306
LIBER 1036 PAGE 7

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagor, their successors and assigns, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Thousand Four Hundred- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor 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, their personal representatives, or assigns or Louis M. Strauss duly authorized Attorney or Agent

8 of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred- - - - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 1036 PAGE

And the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Louis M. Strauss 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, 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 party of the first part covenant 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 One Thousand Four Hundred- 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 lien or claim hereunder.

Witness the hand and seal of the said Mortgagor.

TEST: Elizabeth Cusack

Elizabeth Cusack - Secty

Louis M. Strauss

Louis M. Strauss

THE CARVEL CONSTRUCTION COMPANY,

BY: John H. Beeman [SEAL]

John H. Beeman, President

[SEAL]

[SEAL]

LIBER 1036 PAGE 9

State of Maryland, ANNE ARUNDEL COUNTY, , ss:

I Hereby Certify, that on this 7th day of June 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 the County aforesaid, personally appeared John H. Beeman, President of The Carvel Construction Company, a body corporate, the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be their act. At the same time also appeared George M. Walters and Dena Walters, his wife, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Rec'd for record June 13, 1956 at 2.36 P.M.

Mailed to Louis M. Strauss

Mildred F. Bean - Notary Public

For value received We hereby assign the within mortgage to and unto Louis M Strauss, for the purpose of Foreclosure.

Witness our hands and seals this 26 71 day of August, 1959.

Witness:
Test: Mildred F. Bean
Mildred F. Bean

George M. Walters (SEAL)
George M Walters

Dena Walters (SEAL)
Dena Walters

2) K Fdn in Eq 1/13971

PURCHASE MONEY
MORTGAGE
FROM

The Carvel Construction Company, a body corporate

TO

George M. Walters and

Dena Walters, his wife

BLOCK NO.

Received for Record 1960 at o'clock M. Same day recorded in Liber No. Folio &c.

Records of

and examined per

Cost of Record, $ 6.75, Clerk.

1956 JUN 13 PM 2:36

& RECORDED IN LIBER GTC

NOTE: Deputy Co., Baltimore, Md.
GEO. T. GROMWELL, CLERK

G 22056

LIBER 142 PAGE 309 LIBER 10 PAGE 390

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK A NEW YORK CORPORATION

A STOCK COMPANY Equity No. 13,971

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LOUIS M. STRAUSS as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-FIVE HUNDRED DOLLARS, ($2,500.00) ---------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of October , 19 60.

WHEREAS by virtue of a power of sale contained in a Mortgage from Carvel Construction Company to George M. Walters and Dena Walters, his wife - - - - - - - - - - - - - , bearing date on or about the 7th day of June 1956, the said Louis M. Strauss 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 Louis M. Staauss 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:

Louis M. Strauss (SEAL)
PRINCIPAL

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporat
By
John H. Hopkins, II, Attorney in fact

FILED

1960 OCT 10 AM 11:

Bond approved this 10 day of October, 19

George T. Cromwell, Clerk

LIBER 142 PAGE 310

LOUIS M. STRAUSS, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR
CARVEL CONSTRUCTION COMPANY	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,971

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, Assignee in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 10th day of October, 1960, at 11 A.M. (E.D.T.) and did then and there proceed to sell and did sell at public sale the property described and improvements thereon, at and for the sum of One Thousand Eight Hundred (1,800.00) Dollars to and unto George M. Walters and Dena Walters, his wife, they being the highest bidders therefore.

Respectfully submitted,

Louis M. Strauss, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee in these proceedings, and in the above Report of Sale, and he made oath in due form oflaw that the matters and facts stated in the foregoing Report 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.

Mildred F. Bean - Notary Public

FILED

1960 OCT 10 PM 12:45

ORDER NISI

LIBER 142 PAGE 311

Louis M. Strauss, Assignee

versus

Carvel Construction Company

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,971 Equity

Ordered, this 10th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

The report states that the amount of sale ~~was~~ $ 1,800.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 OCT 10 PM 12:45

TEST: Clerk.

(Final Order)

Louis M. Strauss, Assignee

versus

Carvel Construction Company

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of November, 1960 that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

1960 NOV 16 PM 2:33

8

LOUIS M. STRAUSS, Solicitor
Annapolis, Maryland

Assignee's Sale

OF VALUABLE BUILDING LOT

ON NORTH SIDE OF FOREST DRIVE

Under and by virtue of the powers contained in a mortgage dated June 7th 1956, and recorded among the Land Records of Anne Arundel County Maryland in Liber G.T.C. No. 1036 folio 6 default having occurred thereunder and said mortgage and debt thereby having been assigned to the undersigned for foreclosure; I the undersigned will offer for sale and sell at the Court House Door, Annapolis, Maryland, on

Monday, October 10, 1960 at 11 A.M. (D.S.T.)

all that unimproved lot of ground known and designated as Lot No. 43 facing 60 feet on Forest Drive as shown on a plat of Chinkapin Acres containing 13004.84 square feet FACING AND EXCEPTING an Easement along the 60 ft. front of said lot to be acquired and already used by the State Roads Commission of Maryland to widen Forest Drive which said Easement is shown on State Roads Commission Plat No. 19874 and indicated to be 10.33 ft. wide along the 60 foot frontage.

BEING the same lot of ground conveyed to Carvel Construction Company a body corporate by George M. Walters and wife by Deed dated June 7, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1036 folio 4. Said lot is served by City and public utilities and is adjacent to or near newly constructed modern homes.

TERMS OF SALE: Cash deposit of Five Hundred (500.00) Dollars will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Water Taxes and other public charges if any to be adjusted to date of sale.

For further particulars apply to undersigned 124 South Street Annapolis Maryland.

LOUIS M. STRAUSS Assignee

O-5

No. 9

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 312

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1960

We hereby certify, that the annexed

Assignee's Sale
Building Lot - North Side of
Forest Drive
No. 1036 Folio 6

was published in Equity No 13,971

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1960. The first insertion being made the 14th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 11 PM

By D. S. Tilghman

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 313

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,971 Equity
Louis M. Strauss, Assignee
CARVEL CONSTRUCTION COMPANY

Ordered, this 10th day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

The report states that the amount of sale was $1,800.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

n-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 19__

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,971

Carvel Construction Company.

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 November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 17536

FILED
1960 NOV 10 PM 4:39

LIBER 142 PAGE 314

In the Case of

LOUIS M. STRAUSS, Assignee

VS.

CARVEL CONSTRUCTION COMPANY, a body corporate

In the

Circuit Court

For

Anne Arundel County

No. 13,971 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.

October 22, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of November, 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.

Louis G. Phipps

Clerk

Per: [illegible], deputy

1962 NOV -8 AM 9:23

Dr. LOUIS M. STRAUSS, Assignee vs. CARVEL CONSTRUCTION COMPANY, a body corporate

In Acct. with LOUIS M. STRAUSS, Assignee

						Cr.
1960						
Oct.	10	Proceeds of Sale	1,800	00		
		Interest on deferred payment of $1,300.00				
		from 10/10/60 to 1/10/61	22	50	1,822	50
					1,822	50
		To Assignee for fee, viz:	100	00		
		To Assignee for Commissions, viz:	87	68	187	68
		To Assignee for Court Costs, viz:				
		Plaintiff's Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Assignee for expenses, viz:				
		Capital Gazette Press - Advertising Sale	57	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Milton Finkelstein - Auctioneer fee	25	00		
		Globe Indemnity Co. - Bond Premium	20	00		
		Clerk of Court -recording assignment of mtge.	1	00		
		1960 County and State Taxes 1/1/60 to 10/10/60 (12.54)	9	72		
		City of Annapolis, taxes 6/1/57 to 10/10/60 (53.34)	47	09		
		One-half cost documentary stamps	2	20		
		Mildred F. Bean - Notary fees	1	00	178	77
		To George N. Walters and Dena Walters				
		this balance on account of claim filed	1,395	55	1,395	55
					1,822	50

		Amount of Mortgage claim filed	1,736	00		
		Interest on principal balance of $1,400.00 from 7/7/60 to 1/27/61 - 204 days @ 6%	46	96		
			1,782	96		
		Cr. Amount allowed above	1,395	55		
		Balance subject to decree in personam	387	41		

LIBER 142 PAGE 317

J. Frederick Panetti, Jr.
Catherine R. Panetti, his Wife
Box 234, Greenbury Point
Annapolis, Maryland

and

Mildred M. Panetti, Widow
647 W. University Parkway
Baltimore 10, Maryland

Petitioners

vs.

Joan C. Panetti, Infant

and

Mildred M. Panetti, Infant
both residing at
647 W. University Parkway
Baltimore 10, Maryland

and

Shepherd & Vanous, Inc.
P. O. Box 93
Severna Park, Maryland

Defendants

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

IN EQUITY

14769 Eq.

- - -*- - -

PETITION FOR PARTITION OF FEE SIMPLE PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, J. Frederick Panetti, Jr., Catherine R. Panetti, his Wife and Mildred M. Panetti, respectively represent:

1. That J. Frederick Panetti, Jr. and his brother, Edwin S. Panetti (now deceased) are seized and possessed, as tenants in common, of a fee simple tract of land situated in the third Election District of Anne Arundel County, Maryland, and containing 64 acres 2 roods 34-9/10 perches, more or less, and described as follows:

W. LEROY ORTEL
ATTORNEY AT LAW
003 MARYLAND TRUST BLDG
BALTIMORE 2, MD.

FILED
1961 DEC 27 PM 12:12

BEGINNING, for the same at a stone planted in the south 75 degrees east 100 perches, line of the property heretofore to wit:- on the 7th day of January, 1864, conveyed by Joshua Brown and wife to William Anderson, at the distance of 88 feet from the starting point of said line, and running along said line south 75 degrees east 94 and 2/3 perches to an oak tree; thence north 73 degrees east 31 perches to the head of a cove of Mill Creek; thence running on the west side of said cove- the six following courses and distances, to wit:- north 33 degrees and 30 minutes west, 6 and 3/4 perches, north 87 degrees, and 30 minutes east 22 perches, south 31 degrees and 30 minutes east 12 perches, north 80 degrees east 24 perches, south 71 degrees east 6 perches, south 40 degrees east 9 perches; thence north 43 degrees and 34 minutes east 13 perches to Mill Creek; thence running up and binding on and with the tidewater of said Creek the 13 following courses and distances, to wit:- north 51 degrees east 18 perches, north 37 degrees west 16 perches, north 2 degrees and 30 minutes west 9 perches; north 40 degrees east 20 perches, north 32 degrees east 21 perches, north 73 degrees 30 minutes west 12 perches, south 83 degrees west 12 perches, south 75 degrees west 14 perches, south 83 degrees west 8 perches, north 17 degrees and 30 minutes west 6 perches, north 65 degrees west 13 and one-half perches, north 26 degrees and 30 minutes west 17 perches, south 87 degrees west 15 and 1/3 perches, and thence south 60 degrees and 40 minutes west 154 perches to the stone planted at the place of beginning. Containing 64 acres, two roods and 34 and 9/10 perches, more or less; comprising the two tracts of land described in the following Deeds:

> Original Deed dated 3/22/32, recorded F.S.R. 96/329 from M. Rheta Zell to Edwin S. Panetti and J. Frederick Panetti, Jr., as tenants in common, of 10.83 acres, filed herewith marked "Petitioners' Exhibit #1."
>
> Original Deed dated 8/31/32, recorded F.S.R. 115/237 from Edwin S. Panetti, unmarried, to J. Frederick Panetti, Jr., conveying an undivided one-half interest in 10.83 acres, marked Petitioners' Exhibit #2."
>
> Original Deed dated 5/6/33, recorded J.H.H. 193/141 from M. Rheta Zell, Widow to Edwin S. Panetti and J. Frederick Panetti, Jr., conveying the aforesaid 64 acres 2 R. 34-9/10 P., more or less, tract of land less the aforesaid 10.83 acres, as tenants in common, marked "Petitioners' Exhibit #3."
>
> Original Deed dated 5/31/37, recorded J.H.H. 193/140 from J. Frederick Panetti, Jr. to Edwin S. Panetti, conveying a one-half interest in 10.83 acres, marked "Petitioners' Exhibit #4."

2. That Catherine R. Panetti is the wife of J. Frederick Panetti, Jr., and both are sui juris.

3. That Edwin S. Panetti departed this life, intestate, on December 15, 1960, in Baltimore, Maryland (his estate administered in the Orphans' Court of Baltimore City in proceedings

#76959), and left surviving him his widow, Mildred M. Panetti, who is sui juris, and two minor daughters, Joan C. Panetti, 20 years of age, and Mildred M. Panetti, 18 years of age, they having been born on October 20, 1941 and August 1, 1943 respectively; they being all the children born to the decedent during his lifetime, and the aforesaid persons being all his heirs-at-law and next of kin at the time of his death.

4. That by written agreement dated November 20, 1961 the aforegoing adult Petitioners entered into an agreement to sell a part of the aforesaid tract of land consisting of 46.017 acres to Shepherd & Vanous, Inc., a body corporate of the State of Maryland, for One Hundred Sixty Thousand ($160,000.00) Dollars, of which Ten Thousand ($10,000.00) Dollars was paid prior to the signing thereof, as per the terms of said agreement (an executed copy of which is filed herewith marked "Petitioners' Exhibit #5"), said 46.017 acres being shown on the survey plat prepared by J. R. McCrone, Jr., Inc., dated April 24, 1961, a copy of which is filed herewith marked "Petitioners' Exhibit #6", and more particularly described as follows:

BEGINNING for the same at a concrete monument named "Ancient Oak", said monument having been set in 1946 by the J. E. Griner Company in a depression in the ground at the location of the old oak tree at the end of the south 75 degrees east 94-2/3 perch line of the conveyance from Charles E. Cockey and Amanda V. Cockey, his wife, to M. Rheta Zell, by deed dated January 30, 1902 and recorded in the Land Records of Anne Arundel County in Liber G.W. 23/426, said monument being a boundary of the U. S. Naval Academy Golf Course property, and running from said beginning point so fixed and with said line reversely as now established by the Griner survey of the Naval Academy property north 76 degrees 22 minutes 37 seconds west 1524.20 feet to intersect the south side of a 30 foot county road known as Mulberry Hill Road at a point that is south 76 degrees 22 minutes 37 seconds east 188.22 feet from a concrete monument named "Altogether", said monument being another boundary corner of said golf course; thence running with the south side of said county road north 51 degrees 30 minutes east 12.86 feet to a pipe north 59 degrees 28 minutes east 60 feet to a pipe north 69 degrees 28 minutes east 1711.36 feet to a pipe set on the south side of said county road; thence leaving said road north 72 degrees 58 minutes east 167.85 feet to a point; thence with the south side of a dirt road following the lines of possession of the Cook family property and shown as Lot 7 on a Plat dated July, 1898, recorded as Exhibit 1 among the Equity records of Anne Arundel

County, Case 5242, north 72 degrees 58 minutes east 434.02 feet to a pipe set, thence continuing north 72 degrees 58 minutes east 251 feet to the water's edge of a cove of Mill Creek, said cove sometimes called Martin's Cove; thence with the water's edge of said cove and said creek:

North 86 degrees 29 minutes 20 seconds east 79.83 feet
North 69 degrees 50 minutes east 100 feet
South 72 degrees 40 minutes east 32 feet
North 76 degrees 40 minutes east 60 feet
South 88 degrees east 86 feet
South 83 degrees 30 minutes east 126 feet
South 67 degrees 03 minutes 50 seconds east 60.97 feet
South 65 degrees 15 minutes west 59 feet
South 38 degrees 35 minutes west 64 feet
South 32 degrees 30 minutes west 186 feet
South 36 degrees 45 minutes west 284 feet
South 16 degrees 45 minutes west 81 feet
South 03 degrees 22 minutes 50 seconds west 57.48 feet
South 16 degrees 35 minutes east 47 feet
South 22 degrees 25 minutes east 58 feet
South 50 degrees 20 minutes east 54 feet
South 37 degrees 25 minutes east 53 feet
South 47 degrees 50 minutes east 91 feet
South 52 degrees 10 minutes east 187 feet
South 50 degrees 40 minutes east 127 feet
South 38 degrees 44 minutes 50 seconds west 94.44 feet
South 56 degrees 30 minutes west 90 feet
North 62 degrees 45 minutes west 44 feet
North 42 degrees 45 minutes west 70 feet
North 66 degrees 35 minutes west 75 feet
North 87 degrees 05 minutes west 171 feet

to a point on the northwest corner of a pier, thence continuing with said water's edge south 75 degrees 15 minutes west 158 feet, south 77 degrees 50 minutes west 140 feet, north 30 degrees 22 minutes west 100 feet, south 79 degrees 24 minutes 30 seconds west 147.29 feet, and south 28 degrees 52 minutes 30 seconds west 81.43 feet; thence leaving said water's edge with a line as now established radial to the average curved shoreline of the end of a cove north 64 degrees 30 minutes west 105.95 feet to a pipe set at the end of the north 73 degrees east 31 perch line of the above mentioned conveyance to Zell at a point that was established as the head of the cove by survey dated 1864, thence with said line reversely as established by the above named Naval Academy survey south 69 degrees 58 minutes west 511.50 feet to the place of beginning, containing 46.017 acres, more or less.

Being all of the conveyance from M. Rheta Zell to Edwin S. Panetti and Frederick J. Panetti, Jr., by deed dated May 6, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 193/141 that lies south of the above mentioned county road, south of the above mentioned Cook property and north of the above mentioned Naval Academy golf course property as surveyed by J. R. McCrone, Jr., Inc., registered professional engineers and land surveyors on April 24, 1961.

5. That the selling price of $160,000.00 for the aforesaid 46.017 acres is a fair and reasonable price for said property, and in the opinion of the Petitioners is more than could be realized at public auction by virtue of the appraisal previously made on behalf of the Petitioners by Fred E. Voges & Company, a competent appraiser and real estate broker making sales of this type property in the community.

6. That the said fee simple property is not susceptible to division in kind between the parties without loss and injury to them, and the Petitioners desire that the aforesaid Contract dated November 20, 1961, and marked "Exhibit #5", be confirmed and ratified by this Honorable Court, and to do so would be to the interest and advantage of all the parties to these proceedings.

TO THE END THEREFORE:

a. That a decree be passed authorizing the sale of the aforesaid 46.017 acres on behalf of the parties to these proceedings.

b. That the Contract entered into between the parties to these proceedings marked "Petitioners' Exhibit #5" be ratified and confirmed.

c. That a Trustee be appointed and authorized to consummate the sale in accordance with the terms of the Contract marked "Petitioners' Exhibit #5", and execute a Deed conveying the same to the purchaser and distribute the proceeds thereof under the jurisdiction of this Court to the persons entitled thereto according to their interest.

d. That your Petitioners may have such other and further rdlief as their case may require.

AND AS IN DUTY BOUND, ETC.

J. Frederick Panetti, Jr.

Catherine R. Panetti

Mildred M. Panetti

W. LeRoy Ortel,
Solicitor for Plaintiff

LIBER 142 PAGE 322

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

IN EQUITY

J. FREDERICK PANETTI, JR., ETAL

VS.

JOAN C. PANETTI, ETAL

PETITIONERS' EXHIBITS 1, 2, 3, 4, 5 and 6

W. LEROY ORTEL
ATTORNEY AT LAW
1003 MARYLAND TRUST BLDG.
BALTIMORE 2, MD.

FILED

1961 DEC 27 PM 12:12

6

<Petitioners Exb. #1>

LIBER 142 PAGE 323

75R96/329

FEE-SIMPLE DEED—Code—City or County.

This Deed, Made this twenty second day of March ----------

in the year one thousand nine hundred and thirty-two ---------- , by and between ----------

M. Rheta Zell, (widow) ----------

of the city of Baltimore, ---------- in the State of Maryland, of the first part, and

Edwin S. Panetti and J. Frederick Panetti Jr., of the city of Baltimore, in the State of Maryland ----------

of the second part ----------

FILED
1962 JAN 22 PM 12:29

Witnesseth, that in consideration of the sum of five ----------

---------- Dollars,
and other good and valuable considerations the receipt whereof is hereby acknowledged,

the said M. Rheta Zell, (widow) ----------

Examiner's Exhibit No 1
Panetti, et al v. Panetti, et al Eq. 14750
J. Frederick Panetti Jr. Examiner

do es grant and convey unto the said Edwin S. Panetti and J. Frederick Panetti Jr., as tenants

in common. ----------

their -------- heirs and assigns, in fee-simple. all that tract or parcel of land, situate, lying and being in the Third Election District of Anne Arundel County, in the State of Maryland, containing ten acres more or less, ----------

~~of ground, situate, lying and being in~~

---------- , ~~aforesaid~~, and described as follows, that is to say:—

Beginning for the ~~at~~ an iron pipe set in the ground on the SOUTH side of a driveway, said driveway leading from said point of beginning in a SOUTHEASTERLY direction through two rows of maple trees to the frame dwelling house on the lot of ground now being described; said point of beginning being also NORTH 42 1/2 degrees WEST, 8 1/2 feet from the first of said maple trees on the SOUTH side of said driveway, as above mentioned, said maple tree being now notched and further designated by a nail therein driven; said point of beginning being also about 750 feet NORTHWESTERLY along the SOUTH side of said driveway from a point in line with the rear of said frame dwelling house above referred to; thence running SOUTH 40 degrees WEST, 419 feet, more or less, to an iron pipe, there set in the ground; thence continuing the same course SOUTH 40 degrees WEST, one hundred feet, more or less, to a tree now notched and further designated by a nail therein driven, which said tree is located on the NORTH side of a cove of Mill Creek; thence binding on the NORTH and EAST sides of said cove, the 5 following described courses and distances;, to wit:- SOUTH 77 degrees 30 minutes EAST, 400 feet; SOUTH 26 degrees 05 minutes EAST, 152 feet; NORTH 75 degrees 55 minutes EAST, 200 feet; SOUTH 85 degrees 55 minutes EAST, 300 feet; SOUTH 37 degrees 55 minutes EAST, 167 feet, to Mill Creek; thence binding on said Mill Creek the 5 following described courses and distances, to wit:- NORTH 61 degrees 05 minutes EAST,

1961 DEC 27 PM 12:12

<Petitioners Exb#1>

109 feet; NORTH 34 degrees 55 minutes EAST. 113 feet; NORTH 46 degrees 40 minutes, WEST, 300 feet; NORTH 28 degrees 25 minutes WEST, 242 feet; NORTH 13 degrees 30 minutes EAST, 200 feet, to an iron pipe there set in the ground and thence SOUTH 84 degrees WEST, 612 feet, to the place of beginning. Together with all the riparian rights thereto belonging or appertaining. Containing 10 and 83/100 acres of land, more or less. --------Together with the unrestricted use, right and privilege of a road or right of way, 20 feet wide, leading to and from the lot above described and hereby intended to be granted and conveyed, forthe purposes of ingress and egress, as well as for the laying of gas, water and sewer pipes therein, and for the erection and installation of poles and the stringing of wires for electric service in the frame dwelling house above referred to, and which 20 foot road or right of way is thus described:- BEGINNING for the same at the same iron pipe set in the ground on the SOUTH side of the driveway mentioned in the above described lot of ground and which iron pipe is also the point of beginning of the above described whole lot of ground, and for a continuance of said 20 foot road or right of way in a NORTHWESTERLY direction from the said iron pipe in said driveway, the 4 following described courses and distances, to wit:- NORTH 42 1/2 degrees WEST, 34 8/10 feet; NORTH 52 degrees WEST, 300 feet; NORTH 56 degrees WEST, 94 5/10 feet; NORTH 32 1/2 degrees WEST, 130 feet to a road recently condemned, opened and widened, or so intended to be, as a County Road, by the County Commissioners of Anne Arundel County, and leading into the Annapolis Boulevard. ----------

BEING a part of the whole tract of land described in a Deed from Charles E. Cockey and Amanda V.C.Cockey, his wife, to the said M. Rheta Zell, bearing date January 30th 1902 and recorded among the Land Records of Anne Arundel County in Liber G. W. NO. 23 Folio 426, in fee simple. ----------

See also Deed dated Nov. 29, 1926 and recorded among the Land Records, aforesaid in Liber W.M. B40 Folio 231 . ----------

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining, also all riparian rights appertaining thereto.----------

To Have and To Hold the said lot of ground ~~~~~~~~ and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said and the 20 foot right of way in the aforementioned description fully set forth, ----------

Edwin S. Panetti and J. Frederick Panetti Jr., as tenants in common, ----------

----------their heirs and assigns, in fee-simple.

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

Witness the hand and seal of said grantor

Test:

John G. Nagengast

M. Rheta Zell (SEAL)

9

10

LIBER 142 PAGE 326

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, That on this twenty second day of March in the year one thousand nine hundred and thirty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared M. Rheta Zell the above named grantor, and she acknowledged the foregoing Deed to be her act.

As Witness my hand and Notarial seal.

John G. Nagengast
Notary Public.

JOHN G. NAGENGAST NOTARY PUBLIC BALTIMORE

Lot in the 3d Election District of Anne Arundel County

TAXES PAID DEC. 31, 1932 HODGES, R. C. Treas.

DEED

FROM

M. RHETA ZELL

TO

EDWIN S. PANETTI
and
J. FREDERICK PANETTI, Jr.

~~BROOKLYN~~ Anne Arundel County.

Received for Record 6 April 1932 at 2.45 o'clock P M. Same day recorded in Liber 7.8 R. No. 96 Folio 329 &c., one of the Land Records of ~~Baltimore~~ A. A. Co, and examined per FRANK S. REVELL, Clerk, Clerk.

Cost of Record, $ 3.00 Paid

(Petitioners Exb #1)

The Daily Record Co., Print, Baltimore, Md.

I hereby certify, that the property named in this deed has been transferred as provided by Sec. [illegible]

[illegible] Arnold, Clerk.

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LIBER 142 PAGE 327

JSR 115/239

FEE-SIMPLE DEED—Code—City or County.

(Petitioners Exb #2)

This Deed, Made this thirty-first ---------- day of August ----------

in the year one thousand nine hundred and thirty-two ----------, by and between ----------

Edwin S. Panetti, (unmarried) ----------

of the city of Baltimore, ---------- in the State of Maryland, of the first part, and

J. Frederick Panetti Jr., of Anne Arundel County, in the State of Maryland, ----------

of the second part. ----------

Examiner's Exhibit No 2
Panetti, et al v. Panetti, et al Eq. No 14750.
1962 Jan 5 - Rec'd Exam

1962 JAN 22 PM 12:29 FILED

Witnesseth, that in consideration of the sum of five ----------

---------- Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said Edwin S. Panetti, ----------

does grant and convey unto the said J. Frederick Panetti Jr., his heirs and assigns in fee simple, all his right, title, interest and estate, being a one half interest or moiety in and to all that tract of land, situate, lying and being in the Third Election District of Anne Arundel County, in the State of Maryland, and described as follows:----------

~~heirs and assigns, in fee simple, all~~

~~of ground, situate, lying and being in~~

~~aforesaid, and described as follows, that is to say:~~

~~Beginning for the~~

Being an undivided one half interest or moiety in all that tract of land more fully described in a Deed from M. Rheta Zell, (widow) to Edwin S. Panetti and J. Frederick Panetti Jr., as tenants in common, bearing date of the twenty-second day of March in the year one thousand nine hundred and thirty-two and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96 Folio 329.

FILED

1961 DEC 27 PM 12:12

11

(Petitioners Exb #2)

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining, **also all riparian rights appertaining thereto.** ----------

To Have and To Hold the said lot of ground **undivided one half interest or moiety into and to all that** ---------- and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **and the 20 foot right of way in the aforementioned description fully set forth,** ----------

J. Frederick Panetti Jr., ----------

---------- **his** heirs and assigns, in fee-simple.

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

Witness the hand and seal of said grantor,

Test:

John G. Nagengast

Edwin L. Panetti (SEAL)

(SEAL)

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LIBER 142 PAGE 329

State of Maryland, Baltimore City ----------, to wit:

I HEREBY CERTIFY, That on this thirty-first -------- day of August ---------- in the year one thousand nine hundred and thirty-two ---------- , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City ---------- aforesaid, personally appeared

Edwin S. Panetti ----------

the above named grantor , and he ---------- acknowledged the foregoing Deed to be his ---------- act.

As Witness my hand and Notarial seal.

John G. Nagengast
Notary Public.

JOHN G. NAGENGAST NOTARY PUBLIC BALTIMORE, MD.

Lot in the Third Election District of Anne Arundel County.

DEED

FROM

EDWIN S. PANETTI

TO

J. FREDERICK PANETTI, Jr.

BLOCK NO. Anne Arundel County.

Received for Record 23 Sept 1933 at 9 o'clock A. M. Same day recorded in Liber F.S.R. No. 115 Folio 237 &c., one of the Land Records of ~~Baltimore~~ Ala Co. and examined per Frank D. Kerrell, Clerk.

Cost of Record, $ 2.50 paid.

<Petitioners Exb #2>

The Daily Record Co., Print, Baltimore, Md.

LIBER 142 PAGE 330

No stamps necessary. JHH 193-141

THIS DEED, made this sixth day of May in the year one thousand nine hundred and thirty-three, by and between M. Rheta Zell, (widow) of the city of Baltimore, in the State of Maryland, of the first part and Edwin S. Panetti and J. Frederick Panetti Jr., of the city of Baltimore, in the State of Maryland, of the second part. ----------

WITNESSETH, that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said M. Rheta Zell (widow) does grant and convey unto the said Edwin S. Panetti and J. Frederick Panetti Jr., as tenants in common, their heirs and assigns, in fee simple, all that tract or parcel of land, situate, lying and being in the Third Election District of Anne Arundel County, in the State of Maryland, containing fifty-four acres more or less, and described as follows, that is to say:----------

1962 JAN 22 PM 12:30 FILED

BEGINNING, for the same at a stone planted in the south seventy-five degrees east one hundred perches, line of the property heretofore, to wit:- on the 7th. day of January 1864, conveyed by Joshua Brown and wife to William Anderson, at the distance of eighty-eight feet from the starting point of said line, and running along said line south seventy-five degrees east ninety-four and two-thirds perches to an oak tree; thence north seventy-three degrees east thirty-one perches to the head of a cove of Mill Creek; thence running on the west side of said cove- the six following courses and distances, to wit: north thirty-three degrees and thirty minutes west, six and three-fourths perches, north eighty seven degrees, and thirty minutes east twenty-two perches, south thirty-one degrees and thirty minutes east twelve perches, north eighty degrees east twenty-four perches, south seventy-one degrees east six perches, south forty degrees east nine perches; thence north forty-three degrees and thirty-four minutes east thirteen perches to Mill Creek; thence running up and binding on and with the tide-water of said Creek the thirteen following courses and distances, to wit: north fifty-one degrees east eighteen perches, north thirty-seven degrees west sixteen perches, north two degrees and thirty minutes west nine perches; north forty degrees east twenty perches, north thirty-two degrees east twenty-one perches, north seventy-three degrees thirty minutes west twelve perches, south eighty-three degrees west twelve perches, south seventy-five degrees west fourteen perches, south eighty-three degrees west eight perches, north seventeen degrees and thirty minutes west six perches, north sixty-five degrees ~~east~~ West thirteen and one-half perches, north twenty-six degrees and thirty minutes west seventeen perches, south eighty-seven degrees west fifteen and one-third perches, and thence south sixty degrees and forty minutes west one hundred and fifty-four perches to the stone planted at the place of beginning. Containing sixty-four acres, two roods and thirty-four and nine-tenths perches, more or less saving and excepting therefrom all that tract or parcel of land heretofore deeded by the said M. Rheta Zell (widow) to the said Edwin S. Panetti and J. Frederick Panetti Jr; on the 22nd day of March in the year one thousand nine hundred and thirty two and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 96 Folio 329 etc.----------

1961 DEC 27 PM 12:12 FILED

Petitioner's Exhibit No. 3 Case No. 1475

Being a part of the whole tract of land described in a deed from Charles E. Cockey and Amamda V. C. Cockey, his wife, to the said M. Rheta Zell, bearing date January 30th, 1902, and recorded among the land records of Anne Arundel County in Liber G. W. No. 23 Folio 426 etc., in fee simple. See also deed dated November 29th, 1926 and recorded among the aforesaid land records in Liber W.M.B. No. 40 Folio 231, etc.

SAVING and excepting however, from the provisions of this deed a strip of land seven feet six inches wide, running along the south sixty degrees forty minutes west one hundred and fifty-four perch line of said tract of land, as reserved by deed from William H. H. Anderson et al, to William H. Bourke, dated March 7th, 1871 and recorded among said Land Records in Liber S. H. No. 5 Folio 382 etc. Which said strip

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(Petitioner Exb #3)

with a strip of like width was, by the last mentioned deed, set apart for a road to be used in common by the owners and occupants of the land lying to the north or south thereof, and contiguous thereto. ----------

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining, also all riparian rights appertaining thereto. ----------

TO HAVE and TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Edwin S. Panetti and J. Frederick Panetti Jr; as tenants in common, their heirs and assigns, in fee simple. ----------

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

WITNESS the hand and seal of said grantor.

TEST.

Benjamin Elshitz ( ) M. Rheta Zell (SEAL)

STATE OF NEW YORK, CITY OF NEW YORK, to wit:

I HEREBY CERTIFY, That on this 6th day of May in the year one thousand nine hundred and thirty three, before me, the subscriber, a Notary Public of the State of New York, in and for the City of New York, aforesaid, personally appeared M. Rheta Zell, the above named grantor, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial seal.

Benjamin Elshitz
NOTARY PUBLIC

NOTARY PUBLIC NEW YORK COUNTY
CLERK'S NO. [illegible] REGISTER'S NO. [illegible]
COMMISSION EXPIRES MARCH 30, 1935

My commission expires

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Lot in the Third Election District of Anne Arundel County

DEED

from

M. RHETA ZELL

TO

EDWIN S. PANETTI
and
J. FREDERICK PANETTI Jr.

Anne Arundel County.

Received for Record 15 May 1933, at 11:20 o'clock A. M. Same day recorded in Liber J.H.H. No. 193 Folio 141 &c., one of the Land Records of Anne Arundel County, and examined per John H. Hopkins, 3rd Clerk

LAW OFFICES of Nagengast - & - Panetti. American Tr. Bldg. Baltimore, Md.

$3.25 Paid

FILE Petitioners Exb #3

1

No stamps necessary

(Petitioners Exb # 4)

LIBER 142 PAGE 332

J&H 193-140

FEE-SIMPLE DEED—Code—City or County.

This Deed, Made this 31st day of May

in the year one thousand nine hundred and thirty-seven, by and between

J. Frederick Panetti Jr., and Catherine R. Panetti, his wife,

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

Edwin S. Panetti, of the city of Baltimore, in the State of Maryland,

of the second part.

Examiner's Exhibit No 4
Panetti, et al. v. Panetti, et al Equity No. 14,750
Jos S. Rowe L. Exam

Witnesseth, that in consideration of the sum of five

Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said J. Frederick Panetti Jr., and Catherine R. Panetti, his wife,

1962 JAN 22 PM 12.30 FILED

do grant and convey unto the said Edwin S. Panetti, his heirs and assigns in fee simple, a one half interest or moiety in and to all that tract of land, situate, lying and being in the Third Election District of Anne Arundel County, in the State of Maryland, and described as follows:

~~heirs and assigns in fee simple all~~

~~of ground, situate, lying and being in~~

~~aforesaid, and described as follows, that is to say~~

~~Beginning for the~~

Being the same lot or parcel of land described in a Deed from the said Edwin S. Panetti to the said J. Frederick Panetti Jr., bearing date August 31st, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. NO. 115 Folio 237. For full description of the said property, see Deed from M. Rheta Zell, (widow) to Edwin S. Panetti and J. Frederick Panetti Jr., as tenants in common, bearing date March 22nd, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. NO. 96 Folio 329.

FILED

1961 DEC 27 PM 12.12

(Petitioners Exb #4)

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Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining, **also all riparian rights appertaining thereto.** ----------

To Have and To Hold the said lot of ground ---------- and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ----------

Edwin S. Panetti, ----------

---------- **his** heirs and assigns, in fee-simple.

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

Witness the hand**s** and seal**s** of said grantor**s**,

Test:

Mildred M. Nagengast

John G. Nagengast

J. E. Panetti (SEAL)

Catherine R Panetti (SEAL)

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LIBER 142 PAGE 334

State of Maryland, Baltimore City ---------- , to wit:

I HEREBY CERTIFY, That on this 31st day of MAY 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 Baltimore City ---------- aforesaid, personally appeared

J. Frederick Panetti Jr., and Catherine R. Panetti, his wife, ----------

the above named grantors, and they -------- acknowledged the foregoing Deed to be their -------- act.

As Witness my hand and Notarial seal.

John G. Nagengast
Notary Public.

JOHN G. NAGENGAST NOTARY PUBLIC BALTIMORE, MD.

10 Acres, Mill Creek, 3rd District, Anne Arundel County, Maryland.

DEED

FROM

J. FREDERICK PANETTI, JR.,
and
CATHERINE R. PANETTI,
wife.

TO

EDWIN S. PANETTI

BLOCK NO.

Received for Record 15 Dec., 1938 at 11:20 o'clock A.M. Same day recorded in Liber J.H.H. No. 193 Folio 140 &c., one of the Land Records of ~~Baltimore~~ A.A. Co., and examined per John H. Hopkins, 3rd Clerk.

Cost of Record, $ 2.25 Paid

Petitioners Exb #4

The Daily Record Co., Print, Baltimore, Md.

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

R. Harry Arnold, Clerk

LIBER 142 PAGE 335

AGREEMENT OF PURCHASE

THIS AGREEMENT OF SALE, Made this 20th day of November, 1961, between MILDRED M. PANETTI, J. FREDERICK PANETTI, JR. and CATHERINE R. PANETTI, Parties of the First Part, and SHEPHERD AND VANOUS, INC., Buyer, Party of the Second Part.

WITNESSETH that -

WHEREAS the Parties of the First Part are the owners of a two-third (2/3) undivided interest in a tract of land in Anne Arundel County containing 46.017 acres and more particularly hereafter described, and the remaining one-third (1/3) interest being owned by Joan C. Panetti and Mildred M. Panetti, infants, and

WHEREAS the Buyer has offered, in accordance with the following terms and conditions, to purchase from the Parties of the First Part said tract of land and improvements thereon in fee simple, together with the interest of the said infants at and for the purchase price of One Hundred Sixty Thousand ($160,000.00) Dollars, and

WHEREAS the Parties of the First Part desire to sell the said tract of land under the offer given by the Buyer, provided a Deed transferring a good and marketable title can be executed by them in conjunction with the interest of the said infants by virtue of the ratification by a court of proper jurisdiction of a contract embodying all the provisions of the purchase by the Buyer and the conditions of the agreement of sale by the Parties of the First Part and the aforesaid infants, who shall hereafter be collectively referred to as "Sellers"; said contract reading as follows:

This Contract of Sale made this 20th day of November, 1961, by and between Mildred M. Panetti, J. Frederick Panetti, Jr. and Catherine R. Panetti, his wife and Mildred M. Panetti, infant and Joan C. Panetti, infant, Sellers, and Shepherd and Vanous, Inc., Buyer,

WITNESSETH that -

The said Sellers do hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former, the following described property, situated and lying in the third election district of Anne Arundel County, State of Maryland, consisting of 46.017 acres as shown on survey made by J. R. McCrone, Jr., Inc dated April 24, 1961, and attached hereto, together with all improvements thereon, in fee simple, at and for the price of One Hundred Sixty Thousand ($160,000.00) Dollars of which Ten Thousand ($10,000.00) Dollars have been paid to the Parties of the First Part prior to the signing hereof, to be held by the Parties of the First Part in trust for themselves, the aforesaid infants and the Buyer in accordance with the terms of this Contract, and the balance to be paid as follows: Balance in cash at settlement, which date shall be subject to the following agreements and conditions of performance to be performed by the parties hereto in their consecutive order as provided in the following Paragraphs 1, 2, 3 and 4, 5 to wit:

1. Buyer shall proceed to have the Title Guarantee Company or its duly authorized agents examine title to the

1962 JAN 22 AM 12:30

W. LEROY ORTEL
ATTORNEY AT LAW
003 MARYLAND TRUST BLDG.
BALTIMORE 2, MD.

Commissioner's Exhibit No. 5
Panetti, et al. v. Panetti et al.
Equity No. 14,750
John S. Rowe Exam.

1961 DEC 27 AM 12:12

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aforesaid tract of land and render a report to the parties hereto within thirty (30) days thereafter (time being of the essence) as to whether or not the title thereto is vested in the Sellers in fee simple and is good and marketable, free of any restrictions ~~of record~~ that would prevent the Buyer from developing the property into residential lots, as hereinafter provided, free of liens and encumbrances except as specified herein and except publicly recorded easements for public utilities and any other easements which may be observed by inspection of the property; and in the event -

(a) The title is not so vested in the Sellers or not good and marketable, or not free of any restrictions of record that would prevent the Buyer from developing the property into residential lots, as hereinabove provided, then this Contract shall be void and the deposit of Ten Thousand ($10,000.00) Dollars shall be immediately returned by the Parties of the First Part to the Buyer, and cost of examination of title by the Title Guarantee Company or its duly authorized agent shall be borne by the Parties of the First Part, not to exceed the sum of $ 250.00 , and the Sellers shall not be required to perfect the title; but in the event -

(b) The title is so vested in the Sellers and is a good and marketable fee simple title, then the Sellers agree to be bound to transfer the aforesaid property to the Buyer at no cost to the Sellers, in accordance with Paragraphs 4, 5 and 6 hereafter, subject to the consecutive performance of the agreements in the following Paragraphs 2 and 3 as therein provided; and upon receipt of a report of the Title Guarantee Company or its duly authorized agents, indicating that the title to the property is good and marketable as provided herein, then -

2. Immediately upon the receipt of said title report, the Parties of the First Part shall file in the Circuit Court of Anne Arundel County partition proceedings praying the sale of the aforesaid property and the ratification of this Contract on behalf of the aforesaid infants, and in the event the sale is not ratified by the Court within thirty (30) days from the date of receipt of said title report, this Contract shall be null and void at the option of the Buyer, and the deposit immediately refunded to the Buyer; but in the event the sale is approved and the Contract ratified on behalf of said infants, then this Contract shall be in full force and effect (subject to the performance of Paragraphs 3, 4, 5 and 7 and the remaining Paragraphs hereof), and then -

3. The Buyer shall immediately, and not before, file an application to have property rezoned to "Cottage Residential" classification, ~~together with pre-preliminary plats and drawings required by the Planning and Zoning Commission requesting a division of the aforesaid tract of land into seventy (70) building lots,~~ and the Sellers agree to sign a petition for such rezoning, all costs thereof to be borne by the Buyer; and in the event -

(a) "Cottage Residential" zoning is not granted by the Commission within three (3) months from the date the sale is approved and ratified by the Circuit Court as set forth in Paragraph 2, without an appeal to any other Commission or Court, then this Contract shall be null and void and the Parties of the First Part shall immediately refund to the Buyer the Ten Thousand ($10,000.00) Dollars deposit; but in the event -

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(b) The application for re-zoning is approved, then this Contract shall remain in force and effect and the Buyer shall have the right to enter upon the premises for the purpose of making engineering surveys, studies and percolation tests at its expense, (trees in excess of three (3) inches in diameter shall not be cut which interfere with such survey) the Buyer, however, to have the option to go upon the premises and do this work upon the signing hereof; and upon the approval of all the departments of Anne Arundel County, the State of Maryland and the Planning and Zoning Commission of Anne Arundel County of the "Final Plat" for recording of said plat with the Commission of the division of the tract into a minimum of 70 building lots approved for individual sewerage disposal system without restrictions and without the guarantee of installation of public sewer or sewer lines, then settlement shall be made by the Buyer within ten (10) days from the date of such approval, which in no event shall be more than five (5) months from the date the sale is approved and ratified by the Circuit Court as set forth in Paragraph 2 of this agreement notwithstanding time limits in any other paragraphs herein contained; but in the event the approval of the "Final Plat" is not secured within this period of time then this contract shall be null and void and the Ten Thousand ($10,000) Dollar deposit immediately refunded to the Buyer.

(c) It is further agreed that the Buyer shall have the right to make settlement of the purchase at any time within the time limits set forth in this agreement upon the payment of the balance of the purchase price without complying with the performance of the agreements set forth in Paragraphs 1, 2, and 3.

4. Upon payment of the unpaid purchase money, a Deed for the property shall be executed by the sellers to the buyer at its expense conveying the property to the Buyer. The title to be good and marketable on the date of settlement in accordance with the report of the Title Guarantee Company or its duly authorized agent as provided in Paragraph 1.

5. Taxes and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given, except as specified in Paragraph 6, and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement. Cost of all documentary stamps required by law, and transfer tax, if required by law, shall be divided equally between the parties hereto, time being of the essence of this agreement.

6. In that J. Frederick Panetti and Catherine R. Panetti, his Wife, are now residing in the residence on the aforesaid premises, it is agreed by the Buyer to permit them to occupy the interior of said residence for a period of Three (3) months after date of settlement and permit them to have ingress and egress to such residence over the present road or road of similar kind leading to the public highway for the aforegoing period of time which they might occupy the residence, said road to be kept in reasonable repair by the Buyer for the use of J. Frederick Panetti and Wife.

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7. If this Contract is not consummated by the Buyer for any reason and within the time required herein in each of its provisions, time being of the essence of each Paragraph hereto, then the Ten Thousand ($10,000.00) Dollars shall be retained by the Sellers as liquidated damages, (except, however, where the refund of the deposit is provided for herein in Paragraph 1a, 2, 3 and 9), and the Contract shall become null and void; and in the event this Contract shall become null and void for any reason, the Buyer shall hand over to the Sellers all engineering plats, charts and papers which it has prepared at no expense to the Sellers.

8. The herein described property is to be held at the risk of the Seller until legal title has passed; it is also understood and agreed that the Seller shall immediately have a Twenty-Five Thousand ($25,000.00) Dollar fire insurance policy placed on the residence on the property and have it so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract, and furnish a copy of the policy within five (5) days from the execution hereof to Buyer.

9. In the event that a substantial number of trees now on the property are destroyed by act of God, fire or other catastrophe not caused by any act of the Buyer before the settlement, then the Buyer shall not be obliged to consummate this contract and the same shall be considered null and void, and the Ten Thousand ($10,000.00) Dollars deposit aforesaid shall be immediately refunded to the Buyer. The Buyer's opinion on what constitutes a substantial number of trees is conclusive.

10. If this Contract is not consummated by the Buyer, then the Buyer shall refill the percolation test holes, by proper tamping and good engineering methods so that surface conforms with the surrounding ground.

WITNESS the hand and seals of the parties hereto the day and year first above written.

WITNESS:

_____ Mildred M. Panetti (SEAL)
Mildred M. Panetti

_____ J. Frederick Panetti, Jr. (SEAL)
J. Frederick Panetti, Jr.

_____ Catherine R. Panetti (SEAL)
Catherine R. Panetti

SHEPHERD AND VANOUS, INC.

Kenneth Vanous BY: Frank O. Shepherd (SEAL)
Frank O. Shepherd, President

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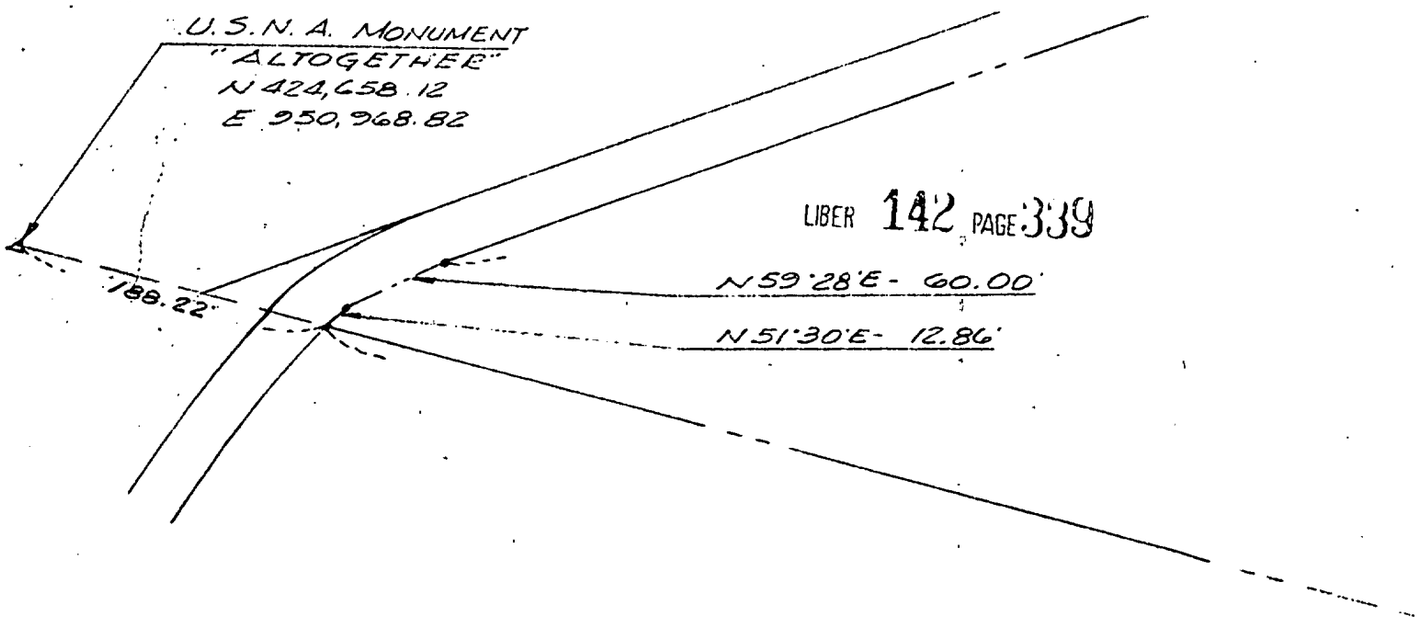
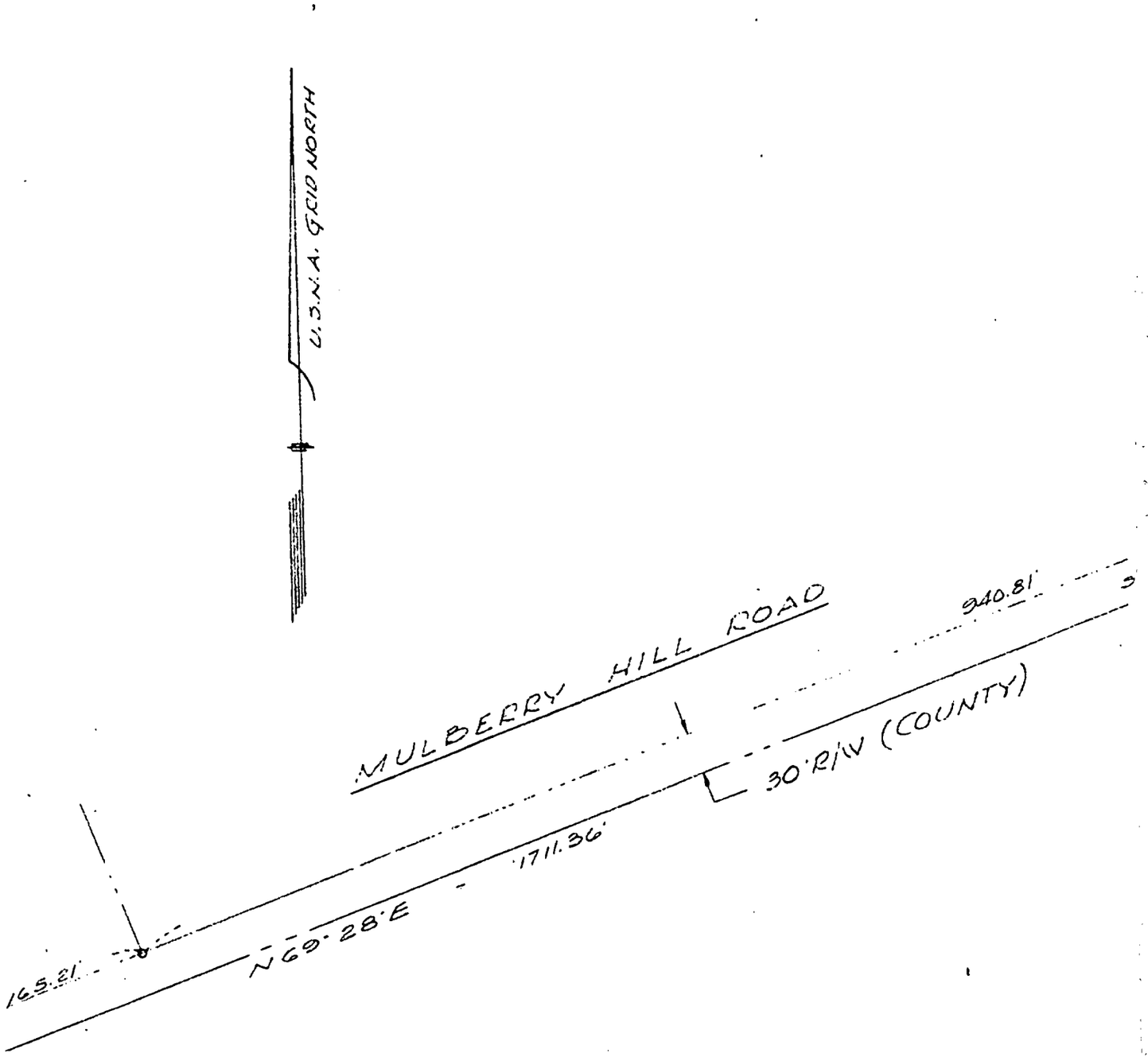
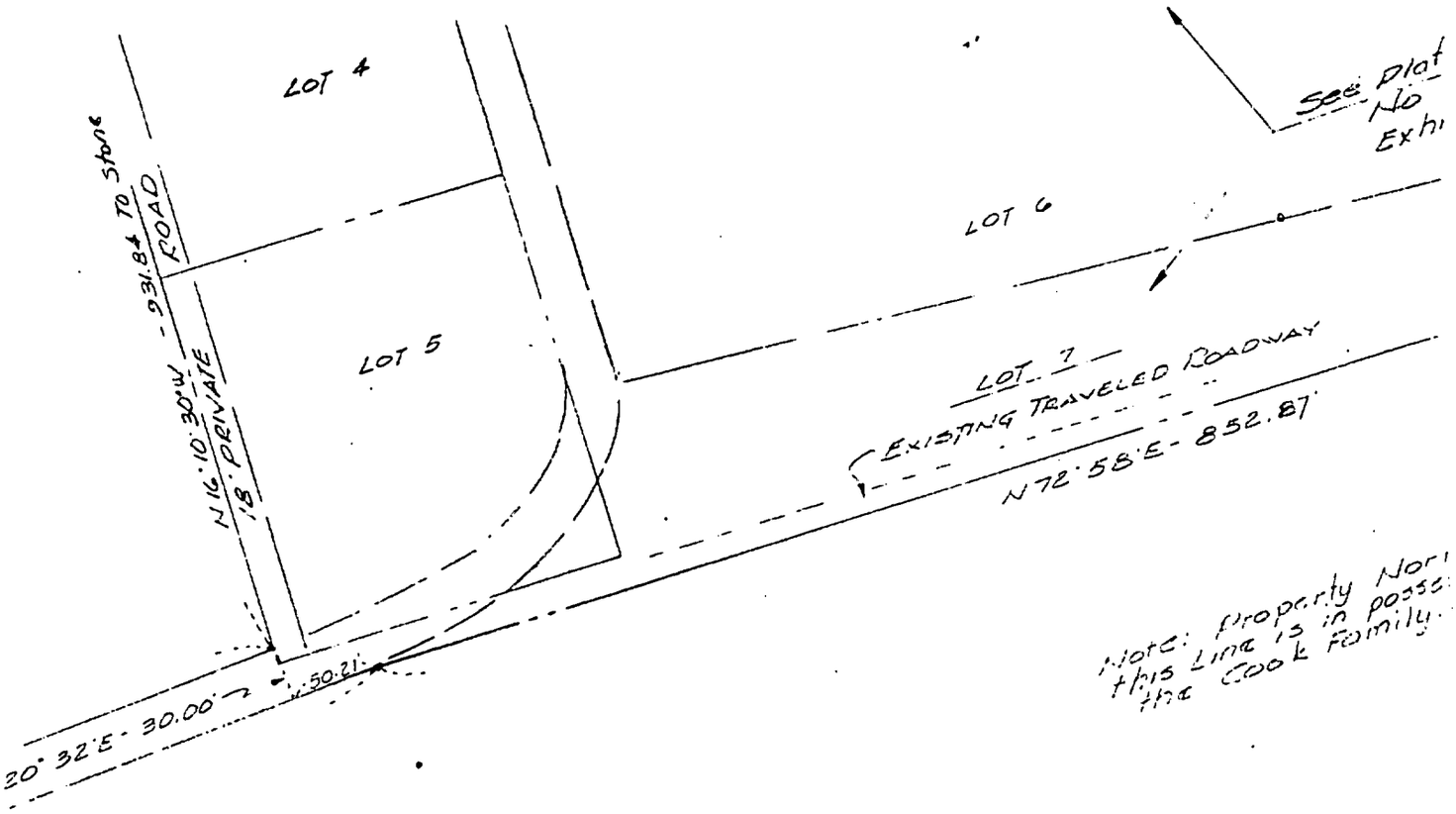


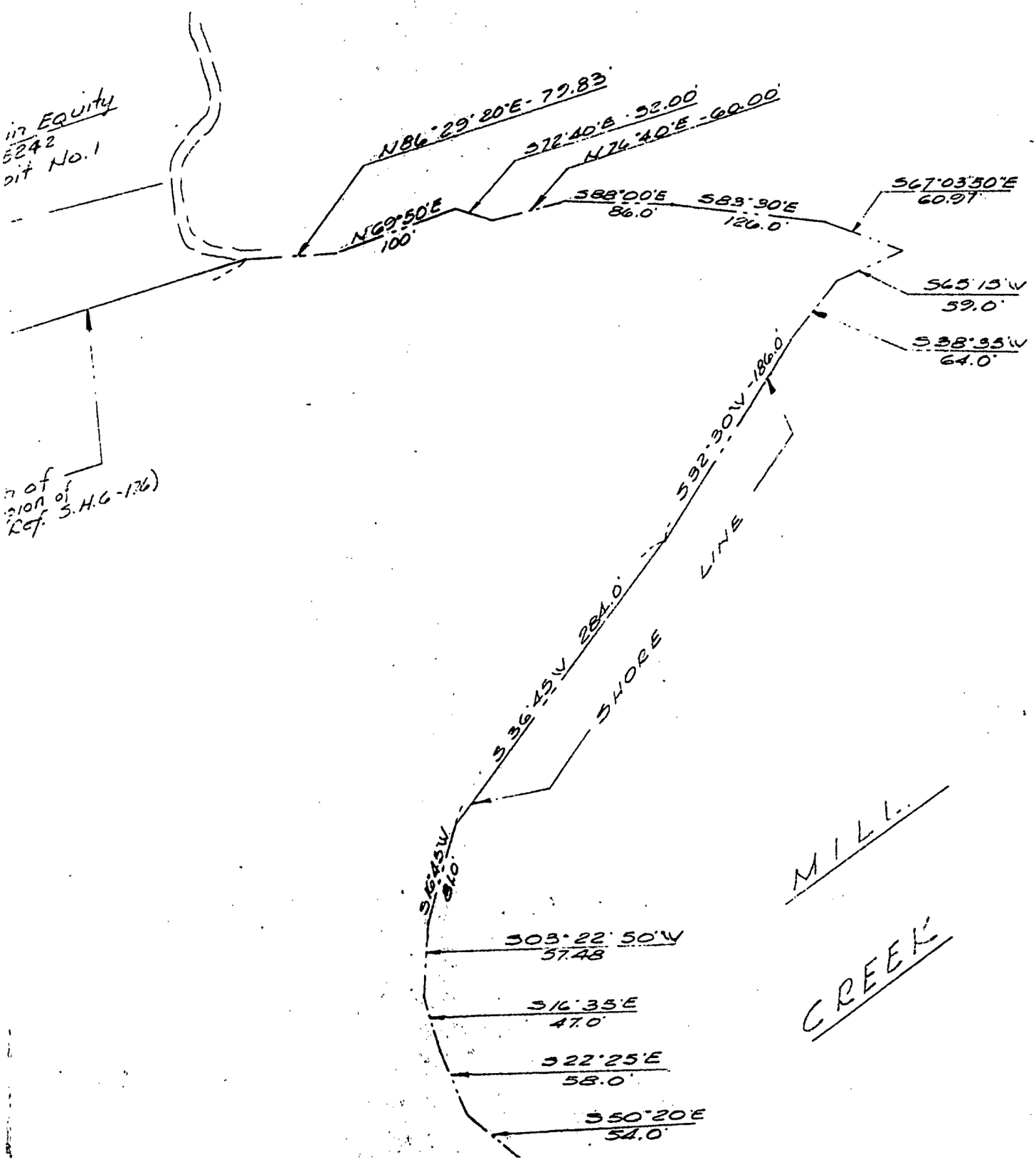
LIBER 142 PAGE 339

LIBER 142 PAGE 340



LIBER 142 PAGE 341




in EQUITY
5242
Dit No. 1
N86°29'20"E-72.83'
S72°40'E-52.00'
N76°40'E-60.00'
N60°50'E
100'
S88°00'E
86.0'
S83°30'E
126.0'
S67°03'30"E
60.97'
S65°13'W
59.0'
S38°35'W
64.0'
S32°30'W-186.0'
S36°45'W 284.0'
SHORE LINE
S56°45'W
84.0'
S03°22'50"W
57.48'
S16°35'E
47.0'
S22°25'E
58.0'
S50°20'E
54.0'
MILL
CREEK

LIBER 142 PAGE 343

N 76° 22' 37" W - 1524.20

U.S. NAVAL ACADEMY
PROPERTY
(GOLF COURSE)

U.S.N.A. MON.
"ANCIENT OAK"
N 424,254.79
E 952,634.06

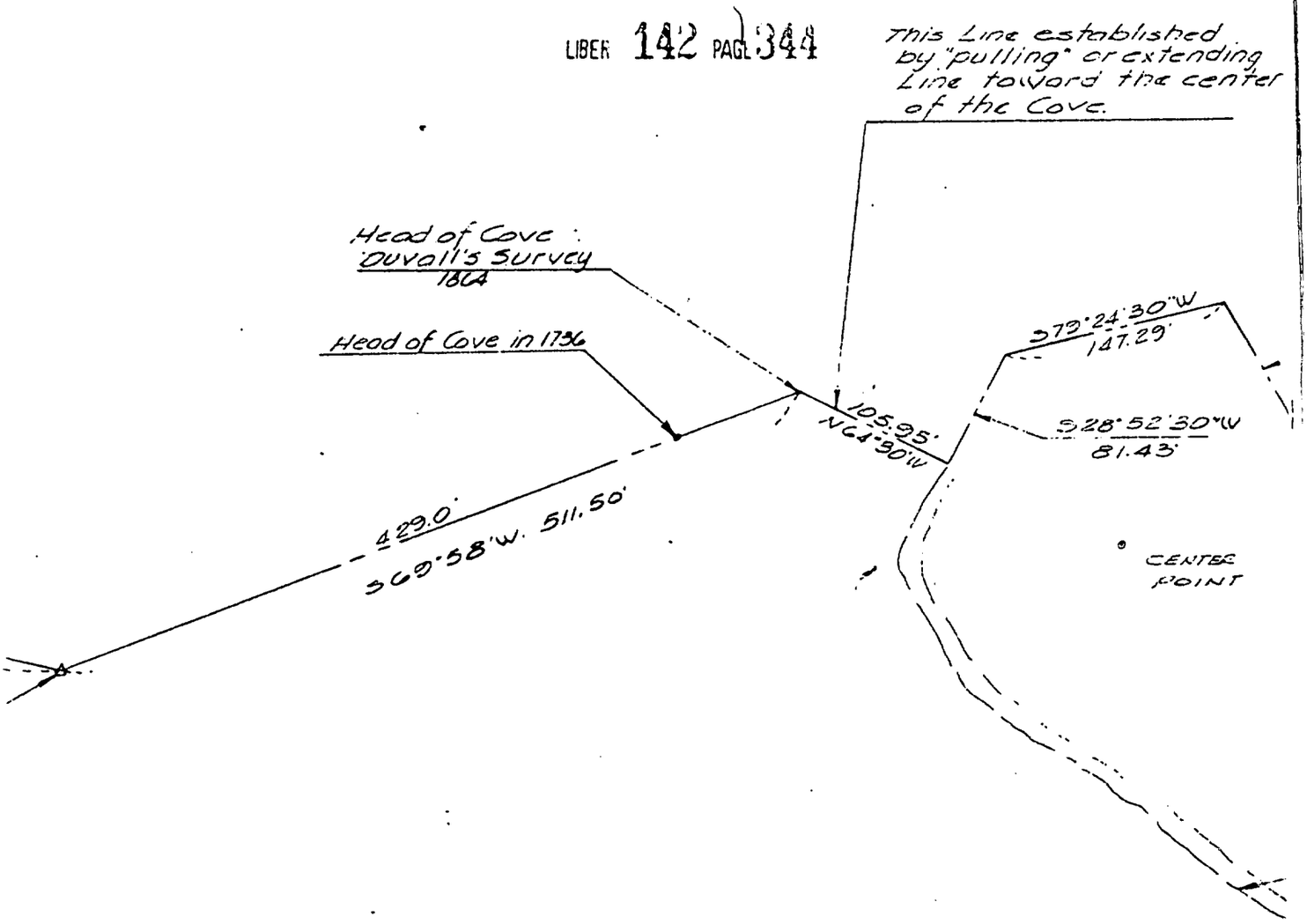
DATE	BY	CHANGES	NO.

REVISIONS

REGISTERED

46.017 ACRES

LIBER 142 PAGE 344

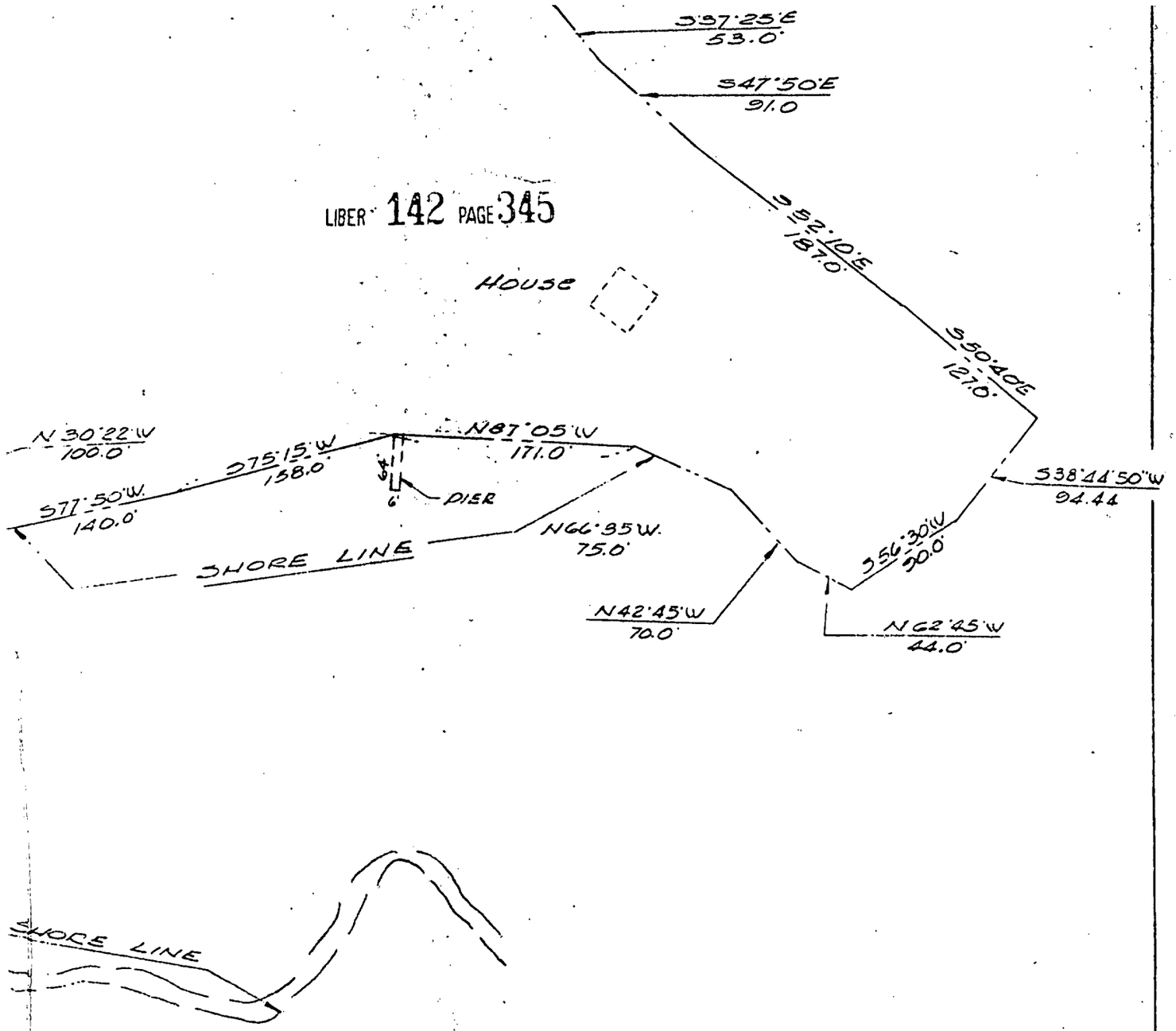


McCrone, Jr., Inc.

PROFESSIONAL ENGINEERS
ND SURVEYORS

OFFICES AT
ANNAPOLIS
CENTREVILLE
PRINCE FREDERICK
TRAPPE
LEONARDTOWN

LIBER 142 PAGE 345



IN CHARGE:	SURVEY	SHEET NUMBER
CHKD. BY:		
APPRVD. BY:		
DRAWN BY:	EDWIN S. PANETTI & J. FREDERICK PANETTI JR. PROPERTY THIRD DISTRICT - A. A. CO. MD.	SEAL
TRCD. BY: V.S.		
FILE NUMBER		
DATE APRIL 24, 1964		
SCALE 1" = 100'		
JOB NUMBER 6884		

FILED
1962 JAN 22 PM 12:30

Examiner's Exhibit No. 6
Panetti, et al v. Panetti, et al Equity No 14750
Joe S. Rowe L. Exam.

Exhibit No. 6

FILED
1961 DEC 27 PM 12:36

23-24-25-26

LIBER 142 PAGE 347

In the Circuit Court
of
Anne Arundel County

In Equity

J. Frederick Panetti, Jr
et al

vs

Joan C. Panetti, infant
et al

Exhibit #6

FILED
1961 DEC 27 AM 8:12

PETITION ND ORDER APPOINTING GUARDI AD LITEM

J. Frederick Panetti, Jr., etal

vs.

Joan C. Panetti, Infant, etal

LIBER 142 PAGE 348

IN THE

CIRCUIT COURT

OF
ANNE ARUNDEL CO.
~~BALTIMORE CITY~~

#1475

To the Honorable, The Judge of Said Court:

The Petition of Plaintiff in this case respectfully represents unto your Honor:

1st. That Joan C. Panetti and Mildred M. Panetti

Infant Defendants in this cause have been duly summoned.

2nd. That said Infant Defendants have no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendants, and suggests that ..... who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

W. LeRoy Ortel, *Solicitor for Plaintiff.*

ORDERED, by the Circuit Court of ~~Baltimore City~~ Anne Arundel Co. on this 4th day of January, 1962, upon the foregoing petition that Ernest Flores Zano be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the aforegoing Petition and he is hereby directed to appear and file his answer in their behalf.

J. Barry Dunkett
Judge

ORDER FILED
1962 JAN -5 PM 4:02

PETITION FILED
1962 JAN -3 AM 11:59

27

LIBER 142 PAGE 349

J. FREDERICK PANETTI, JR. CATHERINE R. PANETTI, his wife Box 234, Greenbury Point Annapolis, Maryland	:	IN THE
and	:	CIRCUIT COURT
MILDRED M. PANETTI, Widow 647 W. University Parkway Baltimore 10, Maryland	:	FOR
Complainants	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
JOAN C. PANETTI, Infant	:	No. 14,750
and	:	
MILDRED M. PANETTI, Infant, both residing at 647 University Parkway Baltimore 10, Maryland	:	
and	:	
SHEPHERD & VANOUS, INC. P. O. Box 93 Severna Park, Maryland	:	
Respondents	:	

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

ANSWER TO PETITION FOR PARTITION OF FEE SIMPLE PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Shepherd & Vanous, Inc., by its attorney, George W. McManus, Jr., in answer to the Petition for Partition of Fee Simple Property and respectfully says unto Your Honor:

1. Your Respondent, Shepherd & Vanous, Inc., admits the allegation contained in Paragraph 1 of said Petition, except that it neither admits nor denies the allegation that the tract of land referred to therein contains 64 acres 2 roods 34-9/10 perches, your Respondent having no knowledge of the same.

2. Your Respondent, answering Paragraph 2 of said Petition, admits the allegation contained therein.

3. Your Respondent, answering Paragraph 3 of said Petition, neither admits nor denies the allegations contained therein, having no knowledge of the same.

FILED 1962 JAN -5 AM 10:11

Examiner's Exhibit No. 7
Panetti et al v Panetti et al
Equity No. 14,750

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4. Your Respondent, answering Paragraph 4 of said Petition, admits the allegations contained therein.

5. Your Respondent, answering Paragraph 5 of said Petition, admits the allegations contained therein.

6. Your Respondent, answering Paragraph 6 of said Petition, admits the allegations contained therein.

TO THE END THEREFORE:

a. That the aforementioned Petition be granted and that the Petitioners be required to pay all costs of these proceedings

b. That your Respondent may have such other and further relief as the equities of its case should recuire.

George W. McManus, Jr.,
10 Light Street
Baltimore 2, Maryland
SAratoga 7-3645
Attorney for Respondent

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of December, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared KENNETH VANOUS, Vice President of Shepherd & Vanous, Inc., and he made oath in due form of law that the Answers to Petition for Partition of Fee Simple Property are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

I HEREBY CERTIFY that on this 30th day of December, 1961, a copy of the aforegoing Answer to Petition for Partition of Fee Simple Property was mailed to W. LeRoy Crtel, Esquire, 1003 Maryland Trust Building, Baltimore 2, Maryland, Solicitor for Complainants

George W. McManus, Jr.
Attorney for Respondent

LIBER 142 PAGE 351

J. Frederick Panetti, Jr., etal

vs

Joan C. Panetti, Infant, etal

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL CO.

~~BALTIMORE CITY~~

#14750

ANSWER OF .....
Guardian ad Litem

To the Honorable,

The Judge of said Court:

The Answer of Joan C. Panetti and Mildred M. Panetti ..... the Infant Defendants named in the Bill of Complaint in this Court against them ..... exhibited, by ..... duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendants being Infants under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, &c.,

Ernest F. Lorriano
Guardian ad Litem

FILED

1962 JAN -8 PM 12:01

30

J. FREDERICK PANETTI, JR., etal	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
JOAN C. PANETTI, INFANT, etal	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 14,750 EQUITY

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

TESTIMONY ON BEHALF OF PETITIONERS

January 16, 1962

Present:

Mr. W. LeRoy Ortel, Solicitor for Plaintiffs

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

J. Frederick Panetti, Jr., pages 2 - 7

Mildred M. Panetti, pages 8 - 10

Fred E. Voges, pages 11 - 14

T. Carroll Worthington, pages 15 - 16

FILED

1962 JAN 22 PM 12:29

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J. Frederick Panetti, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Or tel)

1. Mr. Panetti, state your name and your address.

A. J. Frederick Panetti, Jr.

2. Your address?

A. Mulberry Hill Road, RFD 4, Annapolis, Maryland.

3. You are what relation to Edwin S. Panetti?

A. Brother.

4. He is deceased is he not?

A. That's correct.

5. When did he die?

A. December 15th, 1960.

6. You and your brother were seized of a piece of land in Anne Arundel County on Mill Creek, were you not?

A. That's correct.

7. How many acres in that tract of land?

A. 46 and a fraction.

8. The whole tract in the beginning.

A. We thought it was 65.

9. More or less?

A. Yes.

10. How was that held by your and your brother, by tenants in common?

A. Tenants in common.

11. In fee simple?

A. Fee simple.

12. Who lives on the place at the present time?

A. I do.

13. How long have you lived on the place roughly?

A. About twenty seven years.

14. And what are the improvements on the place, what kind of buildings are on it?

A. Two garages and a house, three story house.

15. And you say it contained, according to the description that you had, when you received it 67 acres, you and your brother?

A. 65.

Ortel - I now offer in evidence as Examiner's exhibit No. 1, a deed dated March the 22nd, 1932 and recorded F.S.R. 96, 329, from M. Rheta Zell to Edwin S. Panetti and J. Frederick Panetti, Jr., as tenants in common of 10.83 acres.

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

Ortel - As Examiner's exhibit No. 2, I offer in evidence the original deed dated August 31, 1932, and recorded F.S.R. 115, 237, from Edwin S. Panetti, unmarried, to J. Frederick Panetti, Jr, conveying an undivided half interest in 10.83 acres.

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

Ortel - I also offer as Examiner's exhibit 3, the original deed dated May 6, 1933 and recorded J.H.H. 193, folio 141, from M. Rheta Zell, widow, to Edwin S. Panetti and J. Frederick Panetti, Jr., conveying 64 acres more or less, less the 10,83 acres to these two men as tenants in common.

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

Ortel - As Examiner's exhibit No. 4, I offer the original deed dated May 31, 1937 recorded in J.H.H. 193, folio 140, from J. Frederick Panetti, Jr., to Edwin S. Panetti, conveying one half interest in the 10.83 acres.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

16. Are these the four title deeds to the property, Mr. Panetti?

A. Yes.

17. What is the name of your wife?

A. Catherine R. Panetti.

18. She is a party with you to these proceedings?

A. That's correct.

19. Who survived Mr. Edwin S. Panetti?

A. His wife and two children.

20. What is the name of his wife and two children?

A. Mildred M. Panetti, his wife.

21. And the names of the children and their ages?

A. Mildred Panetti is 18 and Joan C. Panetti is 20.

22. Was Edwin S. Panetti ever married to anyone other than

Mildred M. Panetti, his surviving wife?

A. No, not to my knowledge.

23. Did he have any other children other than these two children?

A. No.

24. Are his wife and his two children then all his heirs of law and next of kin?

A. Yes, correct.

25. I hand you a contract dated November the 20th, 1961, in which you and your wife and Mrs. Mildred M. Panetti, widow, agreed to sell 46.017 acres to Shepherd and Vanous, Inc. for $160,000.00. Is this your signature?

A. Yes.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

26. That contract has attached to it a plat made by virtue of a survey, J. R. McCrone, Jr., Inc., dated April 24th, 1961. Is that a true and correct description of the 46.017 acres which was sold in that contract?

A. Yes.

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

27. Now you testified that it was approximately 65 acres in the original tract. You are now selling 46.017 acres. Is there any portion of that 65 acres left in that tract?

A. No.

28. What has become of the difference?

A. When Mr. McCrone made a survey of this property he found there was on ly 46.017 acres instead of the aforesaid 65 acres.

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(Mr. Rouse)

1. In other words the description contained in the original deed which has been introduced as evidence were in accurate so far as the amount of the acreage was concerned?

A. That's right.

2. And the inaccuracy was discovered when a survey was made by Mr. McCrone's office, is that right?

A. That's right.

(Mr. Ortel)

29. Now the contract which I hand you marked Examiner's exhibit 5, calls for a selling price for 46.017 acres for $160,000.00, subject to the provisions of that contract that the title be good and marketable and that it can be zoned as cottage residential, do you think that is a fair and reasonable price for the tract of land?

A. Yes, I do.

30. What is it used for now?

A. It is zoned farming.

31. Do you actually farm it?

A. We are not farming it at thepresent time.

32. You of course, thought that was a fair and reasonable price or otherwise you wouldn't have signed the contract?

A. That's right.

33. Can this property be divided, this 46.017 acres be divided in kind, that is be divided between you and Mrs. Panetti and the two children without injury or loss to all of you or any of you?

A. Oh, no, it could not be.

34. Do you think it is to the interest and advantage of yourself and Mrs. Panetti and especially the two children and Mrs. Panetti, that this contract be ratified by the Court and the sale consummated?

A. I do.

QUESTION BY THE EXAMINER:

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

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

Answer. No

Signature. J. Frederick Panetti

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

(Mr. Ortel)

1. What is your name and address?

A. Mildred M. Panetti, 647 W. University Parkway, Baltimore 10, Maryland.

2. You are a party plaintiff to these proceedings, is that correct?

A. I am.

3. What relation is Mr. J. Frederick Panetti, Jr., who just t estified, to you?

A. My brother-in-law, my husband's brother.

4. Did he and your husband own a tract of land In Anne A[K]undel County on Mill Creek?

A. They did. They do.

5. And that tract was originally deeded to your husband and Mr. Fred Panetti containing approximately 65 acres?

A. That's right.

6. Your husband and Mr. Fred Panetti obtained this property did they not, by virtue of the four deed which I exhibited, 1, 2, 3, and 4, from Mrs. Zell?

A. Yes.

7. What relation was she to your husband and Mr. Fred Panetti?

A. Their Aunt.

8. When did your husband die, Mrs. Panetti?

A. December 15th, 1960.

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9. Is his estate being administered in any of the Orphan's Courts of this State?

A. Yes.

10. Where?

A. Baltimore City.

11. Estate No. 76959 is it not?

A. That is correct.

12. Now your husband left surviving him what persons?

A. His wife.

13. You, yourself?

A. Yes, and two minor daughters.

14. Give their names and ages and when they were born.

A. Mildred M. Panetti, born August the 1st, 1943 and Joan C. Panetti, born October the 20th, 1941.

15. Are they the only children of your husband?

A. They definitely are.

16. Are you and your two children all the heirs at law and next of kin of your husband?

A. We are.

17. I show you examiner's exhibit No. 5, which is a contract for the sale of a tract of land at Mill Creek for $160,000.00, subject to the provisions and conditions contained therein. Is this your signature?

A. Yes, it is.

18. Did your husband die leaving a will?

A. No, he did not.

19. Who is administrating your husband's estate?

A. I am.

20. You, of course, believe that $160,000.00 is a fair and reasonable price, do you not, or you wouldn't have signed the contract?

A. That's right.

21. Do you think it is to the interest and advantage of your two children and Mr. Fred Panetti, and his wife that the property be sold under the terms of this contract?

A. I do.

22. Can the property in your opinion be divided in kind without loss or injury to you, your two children especially and any other parties to this proceeding?

A. No, it can not.

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . No . . . . . .

Signature. Mildred M. Panetti

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Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ortel)

1. Mr. Voges, your full name and address.

A. Fred E. Voges, 4 Church Circle, Annapolis, Maryland.

2. What business are you in, sir?

A. I am a realtor.

3. How long have you been a realtor?

A. Twenty eight and a half years.

4. Do you sell and appraise property in the vicinity of Mill Creek, Anne Arundel County?

A. I do. I am also a resident of the Third District.

5. So you are then familiar, I presume, with the tract of land described in these proceedings?

A. I am.

6. Have you examined the property of the Panettis on Mill Creek in question in these proceedings?

A. I have.

7. When did you examine it?

A. Well I have known the property for over twenty years, in the first place, and I examined it very carefully last October and my most recent visit there was January the 11th, this year.

8. What is it used for now?

A. It is now used as a residence by Mr. Frederick Panetti, Jr.

9. It was originally farm land wasn't it?

A. I presume so, long before my time.

10 It is dormant now?

A. Yes, it is overgrown.

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11. What improvements are on it?

A. The improvements consist of a house and two garages.

12. How many rooms in the house?

A. The first floor contained a hall, music room, living room, dining room, kitchen and pantry. The second floor contains three bedrooms, a study and bath, and the third floor contains two finished rooms and storage space. There is a partial basement with hot water heat, oil burned, summer winter hook up. The house has electricity, septic tank, and well and electric pump. There is a small flagstone patio on the Bay side and a large flagstone patio on the East side.

13. As a result of your examination do you have an opinion as to the market value of that property?

A. I have.

14. That is the tract in question of 46.017 acres?

A. Yes.

15. What in your opinion was the fair market value of the property as of November 20, 1961?

A. In my opinion the fair market value of the property as of November 20th, 1961, is $124,260.00.

16. In your opinion, Mr. Voges, can this property be divided in kind between the parties to this proceeding without loss and injury to them or any of them, especially the two infants?

A. In my opinion it definitely can not.

17. Do you think it is to theinterest and advantage of the parties to this proceeding, and expecially the two infants that this contract filed and marked exhibit 5, be ratified

by this Court?

A. I do.

18. Do you think the price of $160,000.00, first I hand you a contract dated November the 20th, 1961, between Mildred M. Panetti, J. Frederick Panetti, Jr., and Catherine R. Panetti, for this tract of land to Shepherd and Vanous, Inc., for $160,000.00. In your opinion is this contract for $160,000.00 subject to the provisions contained therein, a fair and reasonable market price for the property?

A. I think it is a very fair and reasonable market price.

19. Mr. Voges, what did you appraise this property at and how did you arrive at the figure?

A. In my appraisal I assumed that the best and highest use for this property was for real estate development, and I appraised it accordingly with that in mind.

20. How is it zoned at the present time?

A. The property is zoned agricultural at the present time.

21. The contract marked exhibit No. 5 calls for cottage residential zoning, does it not?

A. It does.

22. Does it also provide that in the event the zoning is not obtained the contract falls?

A. It does.

23. Is that the reason in the difference in your price of $124,260.00 and $160,000.00, the fact that the zoning is problematical?

A. I would say accounted for considerable of the difference, yes. It is also my opinion that it would be to the benefit of the

children to accept this contract in view of the uncertainty of getting this rezoning in later years under different County administration, and the possible change in zoning laws in the Third District.

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. Fred E. Voges

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T. Carroll Worthington, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Ortel)

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

A. Mr. T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland.

2. What is your business?

A. Realtor.

3. How long have you been in this business?

A. Since 1923.

4. Have you appraised any property in the Third District, expecially in the vicinity of Mill Creek?

A. I have, sir.

5. Have you sold or appraised any property in this vicinity in the past year?

A. Yes, sir.

6. Have you examined the Panetti property consisting of 46.017 acres of land?

A. I have sir.

7. What improvements are on this property?

A. It is improved by a part 2 1/2 and 1 1/2 frame dwelling. It has ten rooms and bath, storage space, partial basement, hot water oil heat, two garages.

8. When did you inspect the property?

A. The last time January the 11th, 1962. I have known the property for a good many years.

9. Are you prepared to give an opinion as to the market value

of the property as November the 20th, 1961? First, I hand you a contract dated November the 20th, 1961 between Mildred M. Panetti, J. Frederick Panetti, Jr. and Catherine R. Panetti, his wife, and Shepherd and Vanous, Inc., selling this 46.017 acres for $160,000.00, subject to rezoning residential cottage. Is it your opinion that this is or is not a fair price for the property?

A. I would say it is a very fair price.

10. Can this property be divided in kind between thePanettis and especially the two infant children without loss or injury to them or any of them?

A. I believe it can not be divided.

11. Do you believe it is to the interest and advantage of these two infants that the property be sold in accordance with this contract, exhibit 5, and that contract be ratified by the Court, on behalf of the infants?

A. I think it should be done right now in order to get your zoning taken care of at this time before there is any change in the zoning laws.

(ANSWER OF SHEPHERD AND VANOUS, INC. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

QUESTION BY THE EXAMINER:

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

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

Answer. . . /. . . . . .

Signature. /. [signature]

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

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

Witness my hand and seal this 22nd day of January, 1962.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $10.00

S.M. $20.00 pd

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LIBER 142 PAGE 373

J. FREDERICK PANETTI, JR., etal * IN THE CIRCUIT COURT

VS. OF ANNE ARUNDEL COUNTY

JOAN C. PANETTI, Infant, etal * IN EQUITY

Case #14750

****

SUBMISSION FOR DECREE

Now comes J. Frederick Panetti, Jr. and Catherine R. Panetti, Wife, and Mildred M. Panetti, Plaintiffs in the above entitled case, by W. LeRoy Ortel, their attorney, and Ernest Parentano , guardian ad litem for Joan C. Panetti and Mildred M. Panetti, Infants, Defendants, and Sheppard & Vanous, Inc., also a Defendant, the aforegoing parties being all Plaintiffs and Defendants in these proceedings, and they do hereby submit for decree and waive Rule 580p of the Maryland Rules of Procedure.

W. LeRoy Ortel,
Attorney for Plaintiffs

George W. McManus, Jr.
Attorney for Sheppard & Vanous, Inc.

Ernest Parentano

Guardian Ad Litem for
Joan C. Panetti and
Mildred M. Panetti, Infants

W. LEROY ORTEL
ATTORNEY AT LAW
603 MARYLAND TRUST BLDG
BALTIMORE 2, MD.

FILED

1962 JAN 24 PM 2:38

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LIBER 142 PAGE 314

J. FREDERICK PANETTI, JR. et al. *

IN THE CIRCUIT COURT

VS. *

OF ANNE ARUNDEL COUNTY

JOAN C. PANETTI, Infant, et al. *

IN EQUITY

*

Case #14750

****

D E C R E E

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

It is thereupon, this 2nd day of January, in the year nineteen hundred and sixty-two by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the property mentioned in these proceedings be sold, and the Contract of Sale filed herein marked "Examiner's-Plaintiff's Exhibit #5" be and the same is hereby ratified and confirmed for the sale of 46.017 acre tract of land described therein and surveyed by J. R. McCrone & Company as per Plat dated April 24, 1961 and marked "Examiner's Exhibit #6", and that W. LeRoy Ortel be and he is hereby appointed Trustee to consummate the said sale in accordance with the terms of said Contract, 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, in the penalty of One hundred sixty thousand dollars ($160,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; and on payment of the whole purchase money (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded

W. LEROY ORTEL
ATTORNEY AT LAW
1003 MARYLAND TRUST BLDG.
BALTIMORE 2, MD.

FILED

1962 JAN 26 PM 1:34

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according to law, convey to the purchaser, Sheppard & Vanous, Inc., its successors and assigns, the property and estate to it sold, free, clear and discharged from all claims of the parties hereto, complainants and defendants and those 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, to be distributed under the direction of this Court after deducting the costs 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.

Judge

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LIBER 142 PAGE 376

J. FREDERICK PANETTI, JR., et al * IN THE CIRCUIT COURT

VS. OF ANNE ARUNDEL COUNTY

JOAN C. PANETTI, Infant, et al * IN EQUITY

* Case #14750

* * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of W. LeRoy Ortel, the Trustee named in the Decree filed in the above entitled case, respectfully represents:

1. That on November 20, 1961, the adult parties plaintiff entered into a contract with Shepherd and Vanous, Inc., for the sale of a tract of land described in Exhibit 5, filed with the Bill of Complaint in these proceedings, title to which is in the name of the adult plaintiff, J. Frederick Panetti, and the late Edwin S. Panetti, as tenants in common.

2. That Edwin S. Panetti died on December 15, 1960, intestate, survived by his widow, Mildred M. Panetti, an adult plaintiff, and two infant children, Joan C. and Mildred M. Panetti, both named as defendants.

3. That the adult plaintiffs, J. Frederick Panetti and Catherine R. Panetti and Mildred M. Panetti, widow, sold the said tract of land to Shepherd and Vanous, Inc., for $160,000.00, including the interest of said infants, subject to the approval and ratification of this Honorable Court; and after testimony taken, the said contract was approved and a decree signed January 25, 1962, naming W. LeRoy Ortel Trustee, subject to the filing of a bond of $160,000.00.

4. That the share of the infants in said tract of land, and the proceeds of sale, is two-thirds (2/3) of one-half (1/2) thereof or $53,333.33.

5. Your Petitioner is informed that the sale will be consummated on or about June 2, 1962, and he now desires to

1962 JUN -5 PM 3:02

W. LEROY ORTEL
ATTORNEY AT LAW
1003 MARYLAND TRUST BLDG.
BALTIMORE 2, MD.

55

qualify as Trustee by filing his approved bond.

6. That in view of the fact that your Petitioner will act as Trustee for the infants only and the moneys coming into his hands will not exceed $53,333.33, he suggests to this Honorable Court that the bond be reduced from $160,000.00 to $55,000.00.

WHEREFORE, your Petitioner prays that the decree filed in these proceedings, setting the bond of your Petitioner at $160,000.00, be amended to the filing of a bond of $55,000.00.

And as in duty bound, etc.

W. LeRoy Ortel, Trustee named in Decree - Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 25th day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared W. LeROY ORTEL and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

M. Phyllis Crowley Notary Public

56

LIBER 142 PAGE 378

ORDER

ORDERED by the Circuit Court of Anne Arundel County this 5th day of ~~May~~ June, 1962, upon the aforegoing Petition and Affidavit that the decree filed in these proceedings dated January 25, 1962, be amended so that the language concerning the bond of W. LeRoy Ortel, Trustee, shall read, "in the penalty of Fifty-Five Thousand ($55,000.00) Dollars" instead of "in the penalty of One Hundred Sixty Thousand ($160,000.00) Dollars".

O. Bowie Duckett
Judge

FILED

1962 JUN -5 PM 3:43

57

Trustee's Bond

LIBER 11 PAGE 469

No. 14750 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE W. LeRoy Ortel, 1003 Maryland Trust Building, Baltimore 2, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty Five Thousand and No/100 ($55,000.00) - - - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 15th day of October in the year of our Lord one thousand nine hundred and sixty-two.

LIBER 142 PAGE 370

WHEREAS, the above bounden W. LeRoy Ortel 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 J. Frederick Panetti, Jr., et al

vs.

Joan C. Panetti, infant, et al

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN W. LeRoy Ortel 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

Beulah Winston
Beulah Winston

Signed, sealed and delivered in the presence of

Barbara Berberich
Barbara Berberich

W. LeRoy Ortel (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By Joseph F. Howell (SEAL)
Attorney-in-fact
Joseph F. Howell

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.

October 15, 1962

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

1962 OCT 16 AM 11:13

Bond approved this 16th day of October, 1962

Louis H. Phipps, Clerk

LIBER 142 PAGE 380

In the Case of

J. FREDERICK PANETTI, JR., ETAL

VS.

JOAN C. PANETTI, INFANT, ETAL

In the

Circuit Court

For

Anne Arundel County

No. 14,750 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.

October 24, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of November, 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

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5-9

60

Dr. J. Frederick Panetti, Jr., etal

vs

Joan C. Panetti, Infant, etal

In Acct. with W. LeRoy Ortel, Trustee

Cr.

	By	Amount of Sale, as per Contract of Sale filed and confirmed	160,000	00		
	By	Adjustment of taxes, paid in advance, 2 mos., 12 days	76	48		
					160,076	48
	To	Trustee, for commissions, viz.	1,280	00		
					1,280	00
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Defendant's Solicitor, appearance fee	10	00		
		Clerk, court costs	90	75		
		Joseph W. Alton, Jr.-Sheriff's costs	7	95		
		John G. Rouse, Jr.-Examiner's fee	10	00		
		Shirley Miller - Stenographer's fee	20	00		
		Ernest Florestano, Guardian ad Litem	4	00		
		Auditor, this account	45	00		
					197	70
	To	Trustee, for expenses, viz.				
		Maryland Casualty Company - bond	220	00		
					220	00
		Balance for distribution-$158,378.78				
	To	J. Frederick Panetti, Jr. - ½	79,189	39		
	To	Heirs at law of Edwin S. Panetti, who died intestate 12/15/60 (Direct Inheritance Tax paid to Register of				

Wills for Baltimore City)		
1)- Mildred M. Panetti, widow, 1/6	26,396 46	
2)- Joan C. Panetti, daughter, 1/6	26,396 46	
3)- Mildred M. Panetti, infant daughter, to be deposited ½ in The Savings Bank of Baltimore & ½ in Eutaw Savings Bank, as per Order of Court 10/23/62, 1/6	26,396 47	
		158,378 78

LIBER 142 PAGE 383

Docket 20 Folio 280
Case No. 15,105
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

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 26th day of May A.D. 1952 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 8,540.00 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 mesne conveyances since the date of said mortgage, title of the mortgaged property is now vested in Marion Milton Gorman and Anne G. Gorman, his wife, by deed dated June 25, 1959, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1308, folio 77, from Thomas J. Guidera & Son, Inc.

That your Petitioner files herewith an Affidavit by Dwight F. Brunk, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendants herein, who were the former 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

Attorney for Plaintiff

FILED

1962 JUL 27 AM 9:22

LIBER 142 PAGE 384

PETITIONER'S EXHIBIT NO. 1

LIBER 685 PAGE 161

VA Form 4-6318 (Home Loan). April 1951. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

No. 15,105 Equity

MORTGAGE

THIS MORTGAGE, made this 26th day of May, , A. D. 19 52, by and between

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife, ----------

of Anne Arundel County, ----------, in the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION ---------- ,

a corporation organized and existing under the laws of the United Sta tes 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 Eight Thousand Five Hundred Forty and 00/100 ---------- Dollars ($ 8,540.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four ---------- per centum (4 %) per annum until paid, principal and interest being payable at the office of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION ---------- , in Baltimore City, State of ---------- Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-one and 75/100 ----------Dollars ($ 51.75), commencing on the first day of July ---------- , 19 52, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June ---------- , 19 72. 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 Third District of Anne Arundel County ---------- , in the State of Maryland, to wit:

Designated as Lots Nos. 17, 18, 19 and 20, Block "J", fronting on Bradford Avenue, and all as shown on Plat A of Harmony Point, dated May 10th, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, Folio 34 (now Cabinet No. 1, Rod C, Folio 3).

BEING the same lots 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 Admiral Construction Corporation unto the said Francis Joseph Turbitt, one of the Mortgagors herein.

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

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

16—49390-4

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:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple. Subject, however, to the covenants, conditions, revisions, reservations and restrictions set forth 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 Admiral Construction Corporation unto the said FRANCIS JOSEPH TURBITT, one of the Mortgagors herein. 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. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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 of four per centum (4%) per annum 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 four per centum (4%) per annum 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 twenty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or William F. Podlich, 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 Thirty-five 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:

Elsie Curtis

ELSIE CURTIS

Francis Joseph Turbitt [SEAL]
(Francis Joseph Turbitt)

[SEAL]

Sally J. Turbitt [SEAL]
(Sally J. Turbitt)

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 26th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife, the above named Mortgagors, and -they- acknowledged the foregoing mortgage to be - their - act.

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

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

My commission expires May 4th, 1953.

Elsie Curtis
Notary Public.

ELSIE CURTIS

Recorded- 29th May, 1952, at 1:30 P.M. "O.P."

Property- Lots 17, 18, 19 and 20, Block "J", Bradford Avenue, Harmony Point
Description Approved J.J.C.
Execution Approved RP

(3) OP

STATE OF MARYLAND

Mortgage

FROM

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife,

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record May 29, 1952 at 1:30 o'clock P.M.
Same day recorded in Liber Gen. No. 685 Folio 161 &c., one of the Land Records of A.A. Co.
and examined per John L. Hopkins 2d, Clerk.
Cost of Record, $

U. S. GOVERNMENT PRINTING OFFICE 10—49890-4

10.00

11.00

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

PETITIONER'S EXHIBIT NO. 2

LIBER 142 PAGE 388

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket 20 Folio 280

Case No. 15,105

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

s are

(1) said defendant ~~is~~ not in the military service of the United States,

s are

(2) said defendant ~~is~~ not in the military service of any nation allied with the United States,

s have

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

s are

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

Dwight F. Brunk

Affiant.

DWIGHT F. BRUNK

Subscribed and sworn to before me this 26th day of July 19.62.

Elsie Curtis

Notary Public

Elsie Curtis

BALTIMORE, MD. NOTARY PUBLIC ELSIE CURTIS

FILED

1962 JUL 27 AM 9:23

STATEMENT OF MORTGAGE CLAIM

LIBER 142 PAGE 389

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

DOCKET ..... FOLIO .....
CASE NO. 15,105
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 the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 26th day of May, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 685, folio 161, secured by the fee simple premises therein more fully described.

Original Loan	$8540.00
Amount repaid	3484.20
Loan Balance	$5055.80
Interest 2-1 through 8-27	116.26
Expense Account Deficit	43.97
	$5216.03

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 26th day of July 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 NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 JUL 27 AM 9:23

7

LIBER 142 PAGE 390

DOCKET 20 FOLIO 280

CASE No. 15,105

FILED

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, 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 27th day of July 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 $5,300.00 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 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 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.

George Sachse
Judge

FILED

1962 JUL 27 PM 4:00

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 11 PAGE 420 bond No. 16 766 62

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND No. 15,105 Equity

LIBER 142 PAGE 391

Aurora Federal Savings and Loan Association

versus

Francis Joseph Turbitt and Sally J. Turbitt, 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 Five Thousand Three Hundred and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 5,300.00) 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 24th day of August 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

Francis Joseph Turbitt and Sally J. Turbitt, 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.

Test: Elsie Curtis ..... William F. Podlich (SEAL)

..... (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth (SEAL)
Robert J. Noeth
Attorney in fact.

Bond approved this 24th day of August, 1962
Eleanor T. Owings acting, Clerk
by

1962 AUG 24 PM 9:20

WILLIAM F. PODLICH
Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

SITUATED ON BRADFORD AVENUE, THIRD DISTRICT OF ANNE ARUNDEL COUNTY KNOWN AS
Lots 17, 18, 19 and 20, Block J.
Plat A of Harmony Point

By Decree of the Circuit Court for Anne Arundel County, passed in a case entitled "Aurora Federal Savings and Loan Association, vs. Francis Joseph Turbitt and Sally J. Turbitt, his wife, the undersigned will sell, at public auction, on the premises on

MONDAY, AUGUST 27, 1962 at 2:30 O'clock P.M.

all that fee simple lot or parcel of ground situated in the Third District of Anne Arundel County, State of Maryland, designated as Lots Nos. 17, 18, 19 and 20, Block "J", fronting on Bradford Avenue, and all as shown on Plat A of Harmony Point, dated May 10th 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, Folio 34 (now Cabinet No. 1, Rod C, Folio 3).

Improved by a one and one-half story frame dwelling, containing five rooms and one bath.

The above described premises will be sold subject to the restrictions, conditions, easements and reservations set forth in a Deed dated May 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 686, folio 145, from Admiral Construction Corporation to Francis Joseph Turbitt.

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 to be paid in cash upon ratification of sale by the Circuit Court of Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary stamps and transfer taxes, if any, to be borne by the buyer. All taxes and other expenses, including annually accruing Sanitary District charges for water and sewer services, 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.
Auctioneer

A-23

No. 10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 392

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 23, 1962

We hereby certify, that the annexed

Trustee's Sale

Francis Joseph Turbitt,

15,105

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of August, 1962. The first insertion being made the 2nd day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 AUG 28 PM 12:55

By H. Tilghman

LIBER 142 PAGE 393

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, :: IN THE CIRCUIT COURT FOR

vs. :: ANNE ARUNDEL COUNTY

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife. :: Docket No. 20 Folio 280 Equity No. 15105

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 27th day of August, 1962, the undersigned Auctioneer did sell the fee simple property on Bradford Avenue, known as Lots Nos. 17, 18, 19 and 20, Block J, Plat A of Harmony Point, in the Third Election District of Anne Arundel County, and being the property published in The Maryland Gazette) unto Aurora Federal Savings and Loan Association at and for the sum of Five Thousand 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 [signature] Its President

Vice

Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 27th day of August, 1962, purchase the fee simple property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of Five Thousand Dollars, of which the sum of Five Hundred and no/100 ($500.00) Dollars was paid on accountto said Trustee; and the undersigned hereby agree 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.

Aurora Federal S & L Assn

By [signature] Agent

FILED

1962 SEP -7 AM 9:44

11

LIBER 142 PAGE 394

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of August, 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 Agt for, 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 Federal Savings and Loan 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 Ass'n (SEAL)
Purchaser
By L C Thomas Agent.

HARRY C. MILLER NOTARY PUBLIC BALTIMORE CO.

Notary Public

FILED
1962 SEP -7 AM 9:44

12

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 15,105 - EQUITY
	:	IN THE CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY
FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife	:	Docket 20 - Folio 280

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 fee simple premises on Bradford Avenue (Lots 17,18,19 and 20, Block J, Plat A of Harmony Point, in the Third 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 27th day of August, 1962, at 2:30 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 Five Thousand and no/100 ($5,000.00) Dollars, it 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 and no/100 ($500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchase to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

FILED

1962 SEP -7 P 2:44

15

Said Trustee further reports 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 the purchaser's affidavit pursuant to the Maryland Rules and 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 6th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

14

ORDER NISI

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

LIBER 142 PAGE 397

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,105 Equity

Ordered, this 7th day of September, 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 15th 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 15th day of October next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William F. Podlich, Atty.
(Final Order)

For the Maryland Gazette(Sept.13 Edition)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of October, 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.

1962 OCT 16 PM 3:55

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,105 Equity
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
VERSUS
FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

Ordered, this 7th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Turstee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of October, next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

0-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 398

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,105

Francis Joseph Turbitt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of October, 1962. The first insertion being made the 13th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT -9 PM 2:26

By H. Tilghman

No. M. G. 26789

16

LIBER 142 PAGE 399

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,

a body corporate

VS.

FRANCIS JOSEPH TURBITT and SALLY J. TURBITT, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,105 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.

October 25, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of November, 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.

Louis W. Phipps

Clerk

Per: E. Fitzhugh, deputy

1962 NOV 13

18

LIBER 142 PAGE 400

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.
FRANCIS J. TURBITT and SALLY J. TURBITT, his wife,

In Acct. with WILLIAM F. PODLICH, Trustee

Cr.

1962						
Aug.	27	Proceeds of Sale	5,000	00		
		Interest on deferred payment of $4,500.00				
		from 8/27/62 to 10/17/62	37	50	5,037	50
		1962 County and State taxes adjusted 8/27/62 to 12/31/62 (147.78)	50	90	50	90
					5,088	40
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	181	20	216	20
		To Trustee for Court Costs, viz:				
		Plaintiff's Solicitors Appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Trustee for Expenses, viz:				
		Maryland Gazette - Advertising Sale	66	52		
		Maryland Gazette - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	16	25		
		E.T.Newell & Co. Inc. - Auctioneer fee	25	00		
		U.S. Fidelity & Guaranty Co.-Bond premium	10	60		
		Elsie Curtis - notary fees	2	00		
		Water Benefit Assessment-1/1/62 to 8/27/62 (37.10)	24	30	159	67
		To Aurora Federal Savings & Loan Assn.				
		this balance on account of claim filed	4,652	03	4,652	03
					5,088	40

		Amount of Mortgage claim filed	5,216	03		
		Interest on principal balance of $5,055.80 from 8/27/62 to 11/9/62 - 74 days @ 4%	41	05		
			5,257	08		
		Cr. amount allowed above	4,652	03		
		Balance subject to decree in personam	605	05		

LIBER 142 PAGE 402

IN THE MATTER OF THE	*	NO. 10750 EQUITY
SALE OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF PAUL C.	*	FOR
SCHOOLMAN and SHIRLEY	*	ANNE ARUNDEL COUNTY
ANNE SCHOOLMAN, his wife,	*	

* * * * * *

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1962 AUG 21 PM 2:47

5364

LIBER 142 PAGE 403
BOOK 1531 PAGE 251

No. 15,150 Equity

Purchase Money
This Mortgage, made this 14th day of December in the year one thousand nine hundred and sixty-one, between PAUL C. SCHOOLMAN and SHIRLEY ANNE SCHOOLMAN, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION a body corporate, duly incorporated, hereinafter called Mortgagee.

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

EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ----------($8,750.00)

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

By the payment of SIXTY-THREE DOLLARS ----------($63.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at a point in the North 7° 01' East, 584.4 ft. line of the whole tract of which the property hereby described is a part at a point distant North 7° 01' East, 210.57 ft. from the point where the said line intersects the Northernmost side of the County Road laid out 30 feet wide leading from Elvaton Station to the Crain Highway and running thence with the said line, North 7° 01' East, 100 ft.; thence leaving the said line and running South 82° 59' East, 182 ft. to the Westernmost side of a 10 ft. road now laid out; thence running with the Westernmost side of said 10 ft. road, South 7° 01' West, 100 ft.; thence leaving the said road and running North 82° 59' West, 182 ft. to the place of beginning. Containing 18,200 square feet, more or less.

BEING part of the same property conveyed unto the within-named Mortgagors by The Sanbarlyn Company, a body corporate, by Lease of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

1962 AUG 21 PM 2:47

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

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

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

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

LIBER 142 PAGE 405
BOOK 1531 PAGE 253

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Paul C. Schoolman (SEAL)
Paul C. Schoolman

Shirley Anne Schoolman (SEAL)
Shirley Anne Schoolman

(SEAL)

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LIBER 142 PAGE 406

BOOK 1531 PAGE 254

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14th day of December, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C. Schoolman and Shirley Anne Schoolman, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, Vice President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Boyman
Pauline M. Boyman
NOTARY PUBLIC

My Commission expires 5/6/63

11.00

Rec'd for record Dec. 15, 1961, at 3:54 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

PAUL C. SCHOOLMAN and
SHIRLEY ANNE SCHOOLMAN, his wife

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDED FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 DEC 15 PM 3:54
o'clock
RECORDED IN LIBER GTC
NO. 1531 FOLIO 254
GEO. E. CROMWELL, CLERK

Received for record ..... day of ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... folio ..... No. ..... of
the Land Records of Anne Arundel County ..... and examined per
..... Clerk.
Cost of Record $ 11.00

LIBER 142 PAGE 407

AFFIDAVIT OF NON-MILITARY SERVICE

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF PAUL C. SCHOOLMAN and SHIRLEY ANNE SCHOOLMAN, his wife.

No. 15,150 Equity

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

I hereby certify that, on this day of August

19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., attorney named in Mortgage,

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

Paul C. Schoolman and Shirley Anne Schoolman, his wife,

~~xxx~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 21st day of August, 19 62 .

Notarial Seal

Eleanor M. Dollar
Notary Public.

My Commission will expire on: May 6, 1963

Filed,

1962 AUG 21 PM 2:47

WILLIAM W. TOWNSHEND, JR., ATTORNEY LIBER 142 PAGE 408

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

No. 15150 Equity

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

OF VALUABLE IMPROVED

LEASEHOLD REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Paul C. Schoolman and Shirley Anne Schoolman, his wife, dated December 14, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 251, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 11, 1962

at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point in the North 07° 01' East, 584.4 ft. line of the whole tract of which the property hereby described is a part, at a point distant North 07° 01' East, 210.57 ft. from the point where the said line intersects the Northernmost side of the County Road laid out 30 ft. wide, leading from Elvaton Station to the Crain Highway and running thence with the said line, North 07° 01' East, 100 ft.; thence leaving the said line and running South 82° 59' East, 182 ft. to the Westernmost side of a 10 ft. road now laid out; thence running with the Westernmost side of said 10 ft. road, South 07° 01' West, 100 ft.; thence leaving the said road and running North 82° 59' West, 182 ft. to the place of beginning. Containing 18,200 square feet, more or less.

BEING the same property conveyed unto Paul C. Schoolman and Shirley Anne Schoolman, his wife, by The Sanbarlyn Company, a body corporate, by Lease dated December 14, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 248.

Above property subject to a 10 ft. right of way, more particularly described in a mortgage from Wilfred Reilly and wife to Anthony Serio dated December 8, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 660, Folio 87, and FURTHER SUBJECT to an annual ground rent of One Hundred Twenty Dollars ($120.00) payable half-yearly on the 14th days of December and June.

Property improved by a two story, frame and masonry dwelling, with modern conveniences - two apartments - and is located on Suez Avenue.

FILED

1962 AUG 21 PM 2:47

7

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

FOR further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - August 16th, 23rd, 30th, and September 6th, 1962

Please send twenty-five handbills

8

LIBER 142 PAGE 410

In the Matter of the	*	NO. 15,150 EQUITY
Mortgaged Real Estate of	*	IN THE CIRCUIT COURT
Paul C. Schoolman and Shirley	*	FOR
Anne Schoolman, his wife.	*	ANNE ARUNDEL COUNTY

* * * * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Paul C. Schoolman and Shirley Anne Schoolman, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated December 14, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, Folio 251.		$ 8,750.00
Less total amount paid on account of principal	$ 58.04	
Less Credit Expense Account	9.08	
	$ 67.12	67.12
		$ 8,682.88
Plus interest to September 11, 1962		233.23
Total amount of mortgage indebtedness		$ 8,916.11

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of August, 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Eleanor M. Dollar

Eleanor M. Dollar, Notary Public

FILED

1962 AUG 21 PM 3:30

9

The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 142 PAGE 411 # 15,150
LIBER 11 PAGE 427 Equity

BOND NO. 45 03 89

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of TEN THOUSAND AND NO/100 ($10,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 30th day of August, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Paul C. Schoolman and Shirley Anne Schoolman, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 14th day of December, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1531, Folio 251, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

William G. Link
William G. Link

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Rosalie Panio
Rosalie Panio

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.
Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 31st day of August, 1962

Louis N. Phipps, Clerk

FILED
1962 AUG 31 PM 2:0[illegible]

10

Form 24 S831 8-61

15,150

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 412

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1962

We hereby certify, that the annexed

Attorney's Sale

Paul C. Schoolsman

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 September, 1962. The first insertion being made the 16th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildesman

FILED-1962 SEPT 14 PM 12,00

WILLIAM W. TOWNSHEND, Jr.,
Attorney
Towns-Worth Building, So. St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMMPROVED LEASEHOLD REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Paul C. Schoolman and Shirley Anne Schoolman, his wife, dated December 14, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 251, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 11, 1962 At 11 A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point in the North 07 degrees 01' East, 584.4 ft. line of the whole tract of which the property hereby described is a part, at a point distant North 07 degrees 01' East, 210.57 ft. from the point where the said line intersects the Northernmost side of the County Road laid out 30 ft. wide, leading from Elvaton Station to the Crain Highway and running thence with the said line, North 07 degrees 01' East, 100 ft.; thence leaving the said line and running South 82 degrees 59' East, 182 ft. to the Westernmost side of a 10 ft. road now laid out; thence running with the Westernmost side of said 10 ft. road, South 07 degrees 01' West, 100 ft.; thence leaving the said road and running North 82 degrees 59' West, 182 ft. to the place of beginning. Containing 18,200 square feet, more or less.

BEING the same property conveyed unto Paul C. Schoolman and Shirley Anne Schoolman, his wife, by The Sanbarlyn Company, a body corporate, by Lease dated December 14, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 248.

Above property subject to a 10 ft. right of way, more particularly described in a mortgage from Wilfred Reilly and wife to Anthony Serio dated December 8, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 660, Folia 87, and FURTHER SUBJECT to an annual ground rent of One Hundred Twenty Dollars ($120.00) payable half-yearly on the 14th days of December and June.

Property improved by a two story, frame and masonry dwelling, with modern conveniences — two apartments — and is located on Suez Avenue.

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

FOR further particulars, apply to:

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

S-6

No. M

PM 12:00

11

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 142 PAGE 413

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Leasehold Real Estate

Under and by virtue of power of sale contained in a mortgage from Paul C. Schoolman and Shirley Anne Schoolman, his wife, dated December 14, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 251, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 11, 1962

AT 11:00 O'CLOCK A. M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point in the North 07° 01' East, 584.4 ft. line of the whole tract of which the property hereby described is a part, at a point distant North 07° 01' East, 210.57 ft. from the point where the said line intersects the Northernmost side of the County Road laid out 30 ft. wide, leading from Elvaton Station to the Crain Highway and running thence with the said line, North 07° 01' East, 100 ft.; thence leaving the said line and running South 82° 59' East, 182 ft. to the Westernmost side of a 10 ft. road now laid out; thence running with the Westernmost side of said 10 ft. road, South 07°01' West, 100 ft.; thence leaving the said road and running North 82° 59' West, 182 ft. to the place of beginning. Containing 18,200 square feet, more or less.

BEING the same property conveyed unto Paul C. Schoolman and Shirley Anne Schoolman, his wife, by The Sanbarlyn Company, a body corporate, by Lease dated December 14, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 248.

Above property subject to a 10 ft. right of way, more particularly described in a mortgage from Wilfred Reilly and wife to Anthony Serio dated December 8, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 660, Folio 87, and FURTHER SUBJECT to an annual ground rent of One Hundred Twenty Dollars ($120.00) payable half-yearly on the 14th days of December and June.

Property improved by a two story, frame and masonry dwelling, with modern conveniences - two apartments - and is located on Suez Avenue.

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

FOR further particulars, apply to:

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

FILED

1962 SEP 17 AM 11:13

12

No. 15,150 Equity

LIBER 142 PAGE 414

Annapolis, Maryland
September 11, 1962

I hereby certify that I have this eleventh day of September 1962, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate at and for the sum of NINE THOUSAND TWO HUNDRED DOLLARS ---($9,200.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this eleventh day of September 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of NINE THOUSAND TWO HUNDRED DOLLARS ----------($9,200.00)

and I/we hereby agree to comple with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____ (SEAL)
Wilmer M. Johnson, President
Vice

FILED
1962 SEP 17 AM 11:18

LIBER 142 PAGE 415

In the Matter of the	:	No. 15,150	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Paul C. Schoolman and Shirley	:	for	
Anne Schoolman, his wife	:	Anne Arundel County	
	:		

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this 11th day of September 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, a body corporate the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

WITNESS:

Norwood A. Wieneke

NORWOOD A WIENEKE

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson (SEAL)
Wilmer M. Johnson, Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.

William W. Townshend, Jr., Notary Public

1962 SEP 17 AM 11:13

14

LIBER 142 PAGE 416

In the Matter of the Mortgaged	: No. 15,150	Equity
Real Estate of Paul C. Schoolman:		In the Circuit Court
and Shirley Anne Schoolman, his	:	for
wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Paul C. Schoolman and Shirley Anne Schoolman, his wife, dated December 14, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 251, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, September 11, 1962, at 11:00 o'clock A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of NINE THOUSAND TWO HUNDRED DOLLARS ($9,200.00), being at that figure the highest bidder therefor, said property described as follows:

BEGINNING for the same at a point in the North 07° 01' East, 584.4 ft. line of the whole tract of which the property hereby described is a part, at a point distant North 07° 01' East, 210.57 ft. from the point where the said line intersects the Northernmost side of the County Road laid out 30 ft. wide, leading from Elvaton Station to the Crain Highway and running thence with the said line, North 07° 01' East, 100 ft.; thence leaving the said line and running South 82° 59' East, 182 ft. to the Westernmost side of a 10 ft. road now laid out; thence running with the Westernmost side of said 10 ft. road, South 07° 01' West, 100 ft.; thence leaving the said road and running North 82° 59' West, 182 ft. to the place of beginning. Containing 18,200 square feet, more or less.

1962 SEP 17 AM 11:17

15

BEING the same property conveyed unto Paul C. Schoolman and Shirley Anne Schoolman, his wife, by The Sanbarlyn Company, a body corporate, by Lease dated December 14, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 248.

Above property subject to a 10 ft. right of way, more particularly described in a mortgage from Wilfred Reilly and wife to Anthony Serio dated December 8, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 660, Folio 87, and FURTHER SUBJECT to an annual ground rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 14th days of December and June.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of September, 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public.

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. SCHOOLMAN AND SHIRLEY ANNE SCHOOLMAN, HIS WIFE

versus

LIBER 142 PAGE 418

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,150 Equity

Ordered, this 17th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of October next.

The report states that the amount of sale was $ 9,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townsend, Jr., Atty.

MARYLAND GAZETTE (for Sept 20th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. SCHOOLMAN AND SHIRLEY ANNE SCHOOLMAN, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October, 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 OCT 26 PM 3:15

17.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 419

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,150 Equity
In the Matter of the Mortgaged Real Estate of
PAUL C. SCHOOLMAN and SHIRLEY ANNE SCHOOLMAN, his wife

Ordered, this 17th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of October next.

The report states that the amount of sale was $9,200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk

O-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1962

We hereby certify, that the annexed

Order Nisi - Sale

Equity 15,150

"Paul C. Schoolman"

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 22nd day of October, 1962. The first insertion being made the 20th day of September, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillian L. French

ISSUE OCT 25 PM 3:10

No. M. G. 25-536

18

LIBER 142 PAGE 420

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF PAUL C. SCHOOLMAN and SHIRLEY ANNE SCHOOLMAN, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,150 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.
October 29, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of November, 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.

Louis N. Phipps
Clerk
Per: H. Fitzhugh, deputy

FILED

1962 NOV 14 AM 9:40

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. SCHOOLMAN and SHIRLEY ANNE SCHOOLMAN, his wife

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1962						
Sept.	11	Proceeds of Sale	9,200	00		
		Refund 1962 County and State Taxes (131.15)				
		9/11/62 to 12/31/62	40	07	9,240	07
					9,240	07
		To Attorney for fee, viz:	100	00		
		To Attorney for Commissions, viz:	306	00	406	00
		To Attorney for Court Costs, viz:				
		Plaintiff's Solicitors Appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	89	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	19	06		
		Robert H. Campbell - Auctioneer fee	45	00		
		Pennsylvania Insurance Co.-Bond premium	40	00		
		One half cost documentary stamps	15	67		
		Eleanor M. Dollar - Notary fees	1	00		
		Dorothy P. McNew - Notary fee		50	225	47
		To Loyola Federal Savings and Loan Assn.				
		this balance on account of claim filed	8,548	10	8,548	10
					9,240	07

		Amount of Mortgage claim filed	8,916	11		
		Interest on principal balance of $8682.88 from 9/11/62 to 11/13/62 - 63 days @ 6%	90	13		
			9,006	24		
		Cr. amount allowed	8,548	10		
		Balance subject to decree in personam	458	14		

PETITION FOR FORECLOSURE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
200 West Saratoga Street
~~Baltimore 1, Maryland~~

VS.

JOHN BROGAN and IVAN DUVALL
co-partners t/a Brogan & Duvall
P. O. Box 87
Severna Park, Maryland

LIBER 142 PAGE 423
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 15th day of May A. D. 1959, the defendant executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $30,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said Mortgagors have defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said Mortgage, and have continued said default to the date hereof. That this foreclosure proceeding is instituted only against Lot 6 in said Mortgage and not against the remaining lots in that Mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Paul F. Due

Paul F. Due
301 N. Charles St., Baltimore 1
PLaza 2-0987
Attorney for Plaintiff

FILED

1962 FEB -1 AM 9:38

BOOK 1298 PAGE 65 LIBER 142 PAGE 424

This Mortgage, Made this 15th day of May, in the year one thousand, nine hundred and fifty-nine, between John Brogan and Ivan Duvall, co-partners, t/a Brogan & Duvall of Anne Arundel County, Maryland

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS 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 Thirty Thousand and 00/100 ($30,000.00) - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of Two Hundred Ninety-Nine and 00/100 - - - - - - - - - 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 shall 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.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a "late charge" not to exceed 4% (four) of any installment which is not paid within 20 (twenty) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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 those lot(s) of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEING known and designated as Lots 6, 7 and 8, Block E, Plat of Pine Haven, on Stoney Creek, dated February 2, 1950, and recorded among the Plat Records of Anne Arundel County on February 10, 1950.

BEING the same lots of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by [redacted] B. Conway Taylor, Jr., Trustee and Progress Federal Savings and Loan Association, unto the mortgagors herein.

NOTWITHSTANDING any other provision of this mortgage it is agreed and understood that interest only shall be paid by the mortgagors for the first three months from date hereof.

FILED
1962 FEB -13 AM 9:38

LIBER 142 PAGE 425
BOOK 1298 PAGE 66

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.

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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of the yearly rent of In fee Simple.

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, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (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 interest herein above specified from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum 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. If the mortgage debt is paid before maturity; and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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 covenants or conditions of this mortgage as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of 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 upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty Dollars, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus, (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Sarah C. Kirby

John Brogan .....(SEAL)

Ivan Duvall .....(SEAL)

Co-partners, t/a Brogan & Duvall
of Anne Arundel County, Maryland .....(SEAL)

.....(SEAL)

LIBER 142 PAGE 427
BOOK 1298 PAGE 68

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of May, 19 59, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City~~ County of Baltimore aforesaid, personally appeared John Brogan and Ivan Duvall, co-partners, t/a Brogan & Duvall of Anne Arundel County, Maryland the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names subscribed to the within instrument and acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Clayton Demarest, Jr., 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.

Sarah C. Kirby
Notary Public.

My commission expires May 1, 19 59.

13.00

Rec'd for record May 21, 1959 at 1:22 P.
Mailed to Due, Nickerson, Whiteford & Taylor

2 2

MORTGAGE

FROM

John Brogan and Ivan Duvall copartners, t/a Brogan and Duvall of Anne Arundel County, Maryland

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record May 21 1959 at 1:22 o'clock P.M. Same day recorded in Liber No. Folio etc., one of the Land Records of Baltimore City, and examined per

Clerk.

Cost of Record, $ 13.00

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

STATEMENT OF MORTGAGE CLAIM

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
200 West Saratoga Street
Baltimore 1, Maryland

vs.

JOHN BROGAN and IVAN DUVALL
t/a Brogan & Duvall
P. O. Box 87
Severna Park, Maryland

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

LIBER 142 PAGE 428

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	$ 10,093.65
Add: Interest	301.92
Taxes, late payment charges, ground rent, and insurance	90.40
	$ 10,485.97
Less: Payments to date	283.84
Balance due as of January 29, 1962	$ 10,202.13

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 31st day of January in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ County of Baltimore, personally appeared LOUIS A. REINHARDT, President of Progress Federal Savings and Loan Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1962 FEB -1 AM 9:38

As witness my hand and Notarial Seal,

Roberta Ray Harden
Notary Public.

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

LIBER 142 PAGE 429

Progress Federal S. & L. Ass'n

Baltimore 1, Maryland

vs.

John Brogan and Ivan Duvall

Lot 6 - Plat of Pine Haven
Stoney Creek

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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 Louis A. Reinhardt, President, Progress Federal S. & L. Ass'n, Baltimore 1, Maryland 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.

Louis A. Reinhardt
Affiant.
Louis A. Reinhardt, President

Subscribed and sworn to before me

this 31st day of January 19 62.

Frank C. Vesely
Notary Public
Frank C. Vesely

My Commission Expires on May 6, 1963

FILED

1962 FEB -1 AM 9:39

Trustee's Bond

LIBER 11 PAGE 228 LIBER 142 PAGE 430

KNOW ALL MEN BY THESE PRESENTS:

No. 14,806, Eq.

THAT WE John J. Phillips

301 N. Charles Street, Baltimore 1, 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 Ten Thousand Five Hundred and No/100 ($10,500.00) - - - - - - - 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 26th day of January in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden John J. Phillips by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Progress Federal Savings & Loan Association of Baltimore, Maryland

vs.

John Brogan & Ivan Duvall

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John J. Phillips do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Mary V. Rustic

Signed, sealed and delivered in the presence of

Barbara Berberich
Barbara Berberich

John J. Phillips (SEAL)
John J. Phillips

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By John F. Kennedy, Jr. (SEAL)
Attorney-in-fact
John F. Kennedy, Jr.

State of Maryland, Baltimore City, sct:

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

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

January 26, 1962

MARYLAND CASUALTY COMPANY

D. W. Vauthier
D. W. Vauthier *Assistant Secretary*

Bond approved this 1st day of February, 1962

George T. Cromwell, Clerk
JWB

Filed Feb 1, 196[illegible]

6

LIBER 142 PAGE 431

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
200 West Saratoga Street
Baltimore 1, Maryland

vs.

JOHN BROGAN and IVAN DUVALL
co-partners t/a Brogan & Duvall
P. O. Box 87
Severna Park, Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

.....TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 16th day of February, in the year nineteen hundred and sixty-two, by the Circuit Court of ~~Baltimore City~~ Anne Arundel Co. **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 John J. Phillips 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 Ten Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~Baltimore City~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~six third~~ cash, ~~the balance to be six and twelve months for all cash at the purchaser's may elect, the credit payment to bear interest from the day of sale and to be secured by the notes or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, successors, 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 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 16 PM 3:44

LIBER 142 PAGE 432

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION 200 West Saratoga Street Baltimore 1, Maryland	IN THE
Vs.	CIRCUIT COURT
	FOR
	ANNE ARUNDEL COUNTY
JOHN BROGAN and IVAN DUVALL co-partners t/a Brogan & Duvall P. O. Box 87 Severna Park, Maryland	IN EQUITY No. 14,806 Equity

PETITION FOR SUBSTITUTED TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John J. Phillips, Trustee in the above-entitled matter, respectfully represents:

1. That by Order of this Honorable Court passed on the 16th day of ~~January~~ February, 1962, he was appointed Trustee in the above-captioned matter to sell in these proceedings the property known as Lot No. 6, Block E, Plat of Pine Haven, Stoney Creek, Anne Arundel County, Maryland.

2. That your Petitioner, at the time he was appointed Trustee, was associated with the law firm of Due, Nickerson, Whiteford & Taylor and was employed to handle the above-captioned matter on behalf of said firm.

3. That your Petitioner is no longer associated with the firm of Due, Nickerson, Whiteford & Taylor, and he therefore respectfully requests that Edward A. Johnston, an attorney who is presently employed in the office of Due, Nickerson, Whiteford & Taylor, be appointed as Substituted Trustee in his stead.

WHEREFORE, YOUR PETITIONER PRAYS this Honorable Court to pass an Order substituting Edward A. Johnston as Trustee in the above-captioned proceedings in the place and stead of the appointed Trustee.

John J. Phillips, Trustee

John J. Phillips, Trustee

FILED

1962 JUL 16 AM 11:22

10

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN J. PHILLIPS, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

ROBERTA RAY HARDEN NOTARY PUBLIC BALTIMORE COUNTY, MD.

Roberta Ray Harden

Roberta Ray Harden, Notary Public

O R D E R

Upon the aforegoing Petition and Affidavit, it is, this 16th day of July, 1962, by the Circuit Court of Anne Arundel County, ORDERED, that Edward A. Johnston be, and he hereby is, appointed Substituted Trustee in the above-captioned cause in the place and stead of John J. Phillips.

George Sachse

Judge

FILED

1962 JUL 17 PM 3:55

Substituted

Trustee's Bond

LIBER 11 PAGE 382

KNOW ALL MEN BY THESE PRESENTS:

No 14,806 Equity

LIBER 142 PAGE 434

THAT WE Edward A. Johnston

301 N. Charles Street, Baltimore 1, 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 Ten Thousand Five Hundred and No/100 ($10,500.00) - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 16th day of July in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Edward A. Johnston by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed substituted trustee to sell certain property

mentioned in the proceedings in the case of Progress Federal Savings & Loan Association of Baltimore *vs.* John Brogan & Ivan Duvall now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Edward A. Johnston 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

Roberta Ray Harden

Signed, sealed and delivered in the presence of

Barbara Berberich

Barbara Berberich

Edward A. Johnston (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By John F. Kennedy, Jr. Attorney-in-fact (SEAL)

John F. Kennedy, Jr.

State of Maryland, Baltimore City, sct:

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

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

July 16, 1962

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED

1962 JUL 17 AM 10:13

Bond approved this 17th day of July, 1962

George T. Cromwell Clerk

13

STATE OF MARYLAND, CITY OF BALTIMORE Sct: LIBER 142 PAGE 435

I HEREBY CERTIFY, that on this 17th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, Baltimore County, personally appeared Louis A. Reinhardt, Pres Progress Federal Savings & Loan Assoc 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, ~~or he purchased same as agent and his principal~~ is _____, and that he has not directly or indirectly discouraged anyone from bidding for the said Lot 6 - Pine Haven, Stoney Creek, mentioned in the said Report of Sale.

Progress Federal Savings & Loan Assn.

Louis A. Reinhardt, Pres. (SEAL) Joseph A. Cooper
Purchaser Notary Public

_____
Purchaser

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1962 AUG 22 AM 10:19

14

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JOHN BROGAN and IVAN DUVALL
co-partners t/a Brogan & Duvall
P. O. Box 87
Severna Park, Maryland

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Case No. 14806 Equity

LIBER 142 PAGE 436

To The Honorable Judge of the Circuit Court of ANNE ARUNDEL COUNTY:

The Report of Sale of Edward A. Johnston, Substituted Trustee appointed by the decree in the above entitled cause, to make sale of Lot 6, Block E, Plat of Pine Haven, Stoney Creek, 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

Maryland Gazette, Glen Burnie, Maryland,

a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Substituted Trustee, Edward A. Johnston, did pursuant to said notice on Friday, the 17th day of August, 1962, at 2:00 o'clock P. M. attend on the premises and then and there sold said lot and the improvements thereon, in fee simple, to Progress Federal Savings and Loan Association (it being the highest bidder therefor) at and for the price of Six Thousand Five Hundred Dollars ($6,500.00),

Edward A. Johnston, Substituted Trustee

State of Maryland, County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 20th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared EDWARD A. JOHNSTON, Substituted 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,

Roberta Ray Harden *Notary Public.*

ROBERTA RAY HARDEN NOTARY PUBLIC BALTIMORE COUNTY, MD.

1962 AUG 24 PM 10:19

15

ORDER NISI

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

JOHN BROGAN and IVAN DUVALL co-partners t/a Brogan & Duvall

LIBER 142 PAGE 437

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,806 Equity

Ordered, this 22 day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by EDWARD A. JOHNSTON, Substituted Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of October next.

The report states that the amount of sale was $ 6,500.00

Eleanor G. Burings, Acting Clerk.

True Copy,

TEST: "Md Gazette" (For August 30th Edition) Clerk.

PAUL F. DUE, Atty.

(Final Order)

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

JOHN BROGAN and IVAN DUVALL co-partners t/a Brogan & Duvall

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of October, 1962 that the sale made and reported by the Substitute 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 Substitute Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse

JUDGE.

FILED

1962 OCT -4 PM 3:43

DUE, NICKERSON, WHITEFORD & TAYLOR,
Solicitors
Aurora Federal Bldg.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE DWELLING PROPERTY

LOT NO. 6
Pine Haven, On Stoney Creek,
Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court for Anne Anne Arundel County, in Equity, the undersigned substitute Trustee, will sell at public auction on the premises on

Friday, August 17, 1962
At 2 P.M.

ALL THAT FEE SIMPLE LOT OF GROUND SITUATE and lying in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 6, Block E, Plat of Pine Haven, on Stoney Creek dated February 2, 1950. And recorded among the Plat Records of Anne Arundel County on February 10, 1950. Improved by a dwelling property.

TERMS OF SALE: CASH. A deposit of $1,000 will be required of the purchaser at time and place of sale, balance of purchase money upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from date of sale to date of settlement. All expenses to be adjusted from date of sale. Property transfer tax, if any, to be borne by purchaser.

EDWARD A. JOHNSTON,
Substitute Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St.
Baltimore 2, Md.
P. 2-4868

A-16

OFFICE OF

Maryland Gazette

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

LIBER 142 PAGE 438

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed Trustee's Sale Lot No. 6 Pine Haven

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1962. The first insertion being made the 26th day of July, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 26555 1962 AUG 22 PM 1:47 By H. Tilghman

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 439

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,806 Equity
PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION
VERSUS
JOHN BROGAN and IVAN DUVALL, co-partners t-a Brogan & Duvall

Ordered, this 22 day of August, 1962, That the sale of property in these proceedings mentioned made and reported by EDWARD A. JOHNSON, Substituted Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of October next.

The report states that the amount of sale was $6,500.00.

ELLEANOR G. OWINGS,
Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS,
Acting Clerk

S-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 14,806 John Brogan and Ivan Duvall

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 1st day of October, 1962. The first insertion being made the 30th day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26727

1962 OCT -3 PM 3:34

By H. Tilghman

LIBER 142 PAGE 440

In the Case of

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

JOHN BROGAN and IVAN DUVALL,
Co-Partners T/A BROGAN & DUVALL

In the

Circuit Court

For

Anne Arundel County

No. 14,806 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.

November 1, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th day of November, 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.

Louis J. Phipps
Clerk
Per: [signature], deputy

1962 NOV 19

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Dr. PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
vs.
JOHN BROGAN and IVAN DUVALL, Co-Partners T/A BROGAN & DUVALL

In Acct. with EDWARD A. JOHNSTON, Substituted Trustee

					Cr.	
1962						
Aug.	17	Proceeds of Sale	6,500	00		
		Interest on deferred of $5,500.00				
		from 8/17/62 to 10/26/62	63	25	6,563	25
		1962 County & State taxes adjusted (18.12)				
		8/17/62 to 12/31/62	6	69	6	69
					6,569	94
		To Substituted Trustee for fee, viz:	50	00		
		To Substituted Trustee for Commissions, viz:	226	90	276	90
		To Substituted Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	37	50		
		Auditor - Stating this account	22	50	70	00
		To Substituted Trustee for Expenses, viz:				
		Capital Gazette Press - Advertising sale	45	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Alex Cooper - Auctioneer fee	25	00		
		Maryland Casualty Co.-Bond Premium	42	00		
		One half cost documentary stamps	10	73		
		Roberta Ray Harden - Notary fees	2	00	140	25
		To Progress Federal Savings & Loan Assn.				
		this balance on account of claim filed	6,082	79	6,082	79
					6,569	94

		Amount of Mortgage claim filed	10,202	13		
		Interest on principal balance of $10,093.65 from 1/29/62 to 11/16/62-291 days @ 6%	482	68		
			10,684	81		
		Cr. - Amount allowed above	6,082	79		
		Balance subject to decree in personam	4,602	02		

EDGAR DICKERSON
Davidsonville, A. A. Co.
Maryland

Complainant

vs.

* IN THE CIRCUIT COURT

* FOR ANNE ARUNDEL COUNTY

* IN EQUITY

* EQUITY NO. 15086

MURIEL S. WHEATLEY, aka
Muriel S. Wheatly, and
NORMA C. WHEATLY, aka
Norma C. Wheatley, aka
Norma C. Wheately
4 North Rosedale Street
Baltimore 29, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION
c/o Harry Rever
Green Holly Drive, Route #4,
Annapolis, Maryland

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

Lot No. 1, Block QQ, as shown on Plat No. 3 of Cape St. Claire (Plat Book 21, folio 45).

LAWRENCE SHUB, aka
Laurence Shub, and
FLORA M. SHUB, his wife
6517 - 46th Place
Riverwood, Maryland

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

Lot No. 21, Block S, as shown on a Plat of the Second Section of Loch Haven Beach (Plat Book 19, folio 47).

JAMES L. FRIEND and
ROBERT G. FRANKHAUSER
4325 Rowalt Drive
College Park, Maryland

SUNRISE BEACH IMPROVEMENT CO., Assignee
c/o ROUSE AND MORTON
18 West Street
Annapolis, Maryland

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

Lot No. 1046, as shown on the Plat of Section 3 of Sunrise Beach (Plat Book 22, folio 40).

JULIAN D. HALL and
HILDA L. HALL, his wife
5025 - 7th Street, N.W.
Washington, D. C.

THE FRANKLIN MANOR BEACH COMPANY
(Serve on Emma Fletcher, Treasurer)
2604 Cheverly Avenue
Cheverly, Maryland

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1962 JUL 13 PM 2:19

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

Lot. No. 1, Block 29A, as shown on a Plat entitled "Revised Plat of Blocks 29, 30, 31, 32 and 33, Franklin Manor Beach" (Plat Book 9, folio 47).

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainant, Edgar Dickerson, by C. Maurice Weidemeyer and Thomas M. Schifanelli, his Solicitors, shows as follows:

1. That he brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114, inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 10, 1960, your Complainant, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3072 - Lot No. 1, Block QQ, as shown on Plat #3 of Cape St. Claire, Third Election District, and assessed to Norma C. and M. S. Wheatly.

(2) Certificate No. 3120 - Lot No. 21, Block S, as shown on the Plat of Loch Haven Beach, Second Section, First Election District, and assessed to Laurence Shub.

(3) Certificate No. 3155 - Lot No. 1046, Section 3, as shown on a Plat of Sunrise Beach, Second Election District, and assessed to R. Frankhauser and J. Friend.

(4) Certificate No. 3156 - Lot No. 1, Block 29A, as situated at Franklin Manor Beach, Seventh Election District, and assessed to Julian D. and Hilda L. Hall.

3. That said Tax Sale Certificates as hereinbefore set forth, to wit: Nos. 3072, 3120, 3155 and 3156, dated October 10, 1960, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Number 1 to 4, inclusive, and are prayed to be read and considered a part hereof as fully as if

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incorporated herein.

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

(1) That Muriel S. Wheatley, aka Muriel S. Wheatly, and Norma C. Wheatley, aka Norma C. Wheatly, aka Norma C. Wheately, are record owners of Lot No. 1, Block QQ, as shown on Plat No. 3 of Cape St. Claire (Plat Book 21, folio 45), by virtue of a deed dated February 14, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. #904, folio 54, from The Tidewater Holding Corporation; that Cape St. Claire Improvement Association is joined herein to foreclose any interest it might have by virtue of an assignment to Cape St. Claire Maintenance Corporation, dated January 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #817, folio 478, as to an annual payment of $10.00 per year as to said lot, for a maintenance fund, since assigned to Cape St. Claire Improvement Association.

(2) That Lawrence Shub and Flora M. Shub, his wife, are record owners of Lot No. 21, Block S, as shown on a Plat of the Second Section of Loch Haven Beach (Plat Book 19, folio 47), by virtue of a deed dated September 24, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #548, folio 577, from Loch Haven Beach, Inc.

(3) That James L. Friend and Robert G. Frankhauser are record owners of Lot No. 1046, as shown on a Plat of Section 3 of Sunrise Beach (Plat Book 22, folio 40), by virtue of a deed dated November 10, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #815, folio 478, from Beach Shores, Inc.; that Sunrise Beach Improvement Company, is joined herein to foreclose any interest it might have by virtue of a covenant in the abovementioned deed providing for a maintenance charge of $22.00 per year as to the said lot, said rights having been assigned by Beach Shores, Inc. to Sunrise Beach Improvement Company.

(4) That Julian D. Hall and Hilda L. Hall, his wife, are owners of record of Lot No. 1, Block 29-A, as shown on a Plat entitled "Revised Plat of Blocks 29, 30, 31, 32 and 33, Franklin Manor Beach" (Plat Book 9, folio 47), by virtue of a deed dated October 23, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #213, folio 135, from The Franklin Manor Beach Company; that Franklin Manor Beach Company is joined herein to foreclose any interest it might have by virtue of a restriction dated October 20, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #213, folio 135, providing for an annual maintenance charge in the amount of $5.00, as to the said lot.

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

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 10, 1960, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	AMOUNT PAID
3072	$ 50.00	$ 40.32
3120	80.00	58.24
3155	50.00	39.73
3156	46.55	46.55

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

CERTIFICATE NO.	AMOUNT DUE
3072	$ 40.32
3120	58.24
3155	39.73
3156	46.55

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

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS: LIBER 142 PAGE 447

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

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to the date of said Decree.

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

AND as in duty bound, etc.

Edgar Dickerson

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Thomas M. Schifanelli

Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
COlonial 3-3957
Attorneys for Plaintiff

STATE OF FLORIDA, COUNTY OF BRAWARD, to wit:

EDGAR DICKERSON, being first duly sworn and on oath deposes and says that he is Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

Edgar Dickerson

Edgar Dickerson

SUBSCRIBED and SWORN to before me this 10 day of July, 1962.

Notary Public

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PLAINTIFF'S EXHIBIT NO. 1

Nº 3072 CERTIFICATE OF TAX SALE LIBER 142 PAGE 448

I, EDWARD M. DUNN, JR., Collector of Taxes for the State of Maryland and the County Treasurer, Davidsonville, Md. County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Edgar Dickerson at public auction for the sum of 50. Dollars and no. Cents, of which 40.32 Dollars has been paid as a deposit on the property in Dist 3. described as Lot 1. Blk 99 Plat 3 as situated at Cape St. Claire. J.H.H. 704-54

and assessed to Norma C. & M. S. Wheatly.

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 McKenna
Notary Public.

My Commission Expires May 1, 1961

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1962 JUL 13 PM 2:36

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PLAINTIFF'S EXHIBIT NO. 2

LIBER 142 PAGE 449

No. 3120 CERTIFICATE OF TAX SALE

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 Edgar Dickerson Davidsonville, Md. at public auction for the sum of 80 Dollars and 00 Cents, of which 58.24 Dollars has been paid as a deposit on the property in Dist #1 described as Lot 21 Blk S 50 x 150 and situated at Loch Haven Beach

ARREARAGE

and assessed to Laurence S Lusk

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
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. Lovins
Notary Public.

My Commission Expires May 1, 1961

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1962 JUL 13 PM 2:32

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PLAINTIFF'S EXHIBIT NO. 3

Nº 3155 CERTIFICATE OF TAX SALE

LIBER 142 PAGE 450

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 Edgar Dickerson Davidsonville Md at public auction for the sum of 50 Dollars and 00 Cents, of which 39.73 Dollars has been paid as a deposit on the property in 2nd District described as Lot 1046 Sec 3 J. HH. 815-478 as shown on the Plat of Sunrise Beach

and assessed to R. Frank Hansen & J. Friend Arrears

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. Lewis
Notary Public.

My Commission Expires May 1, 1961

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1962 JUL 13 PM 2:36

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PLAINTIFF'S EXHIBIT NO. 4

LIBER 142 PAGE 451

No. 3156 CERTIFICATE OF TAX SALE

I, EDWARD M. [illegible], 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 Edgar Dickerson Hanidsonville Md at public auction for the sum of 46 Dollars and 55 Cents, of which 46.55 Dollars has been paid as a deposit on the property in 7th District described as Lot 1 Blk 29-A as situated at Franklin Manor Beach

and assessed to Julian D & Hilda L. Hall arrears.

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. [illegible] 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. [illegible] 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,

[illegible]
Notary Public.

My Commission Expires May 1, 1961

[illegible] 1962 OCT 13 PM 2:35

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C. MAURICE WEIDEMEYER
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

* IN THE CIRCUIT COURT

* FOR ANNE ARUNDEL COUNTY

* IN EQUITY

EDGAR DICKERSON
Davidsonville
Anne Arundel County
Maryland

* EQUITY NO. 15,086

Complainant

vs.

MURIEL S. WHEATLEY, aka
Muriel S. Wheatly, and
NORMA C. WHEATLY, aka
Norma C. Wheatley, aka
Norma C. Wheately
4 North Rosedale Street
Baltimore 29, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION
c/o Harry Rever
Green Holly Drive, Route #4
Annapolis, Maryland

LAWRENCE SHUB, aka
Laurence Shub, and
FLORA M. SHUB, his wife
6517 - 46th Place
Riverwood, Maryland

JAMES L. FRIEND and
ROBERT G. FRANKHAUSER
4325 Rowalt Drive
College Park, Maryland

SUNRISE BEACH IMPROVEMENT CO., Assignee
c/o ROUSE AND MORTON
18 West Street
Annapolis, Maryland

JULIAN D. HALL and
HILDA L. HALL, his wife
5025 - 7th Street, N.W.
Washington, D. C.

THE FRANKLIN MANOR BEACH COMPANY
(Serve on Emma Fletcher, Treasurer)
2604 Cheverly Avenue
Cheverly, Maryland

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
(1) Third	Lot No. 1, Block QQ, as shown on Plat No. 3 of Cape St. Claire (Plat Book 21, folio 45) more particularly described in J.H.H. #904, folio 54.	3072

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DISTRICT	DESCRIPTION	CERT. NO.
(2) First	Lot No. 21, Block S, as shown on a Plat of the Second Section of Loch Haven Beach (Plat Book 19, folio 47), more particularly described in J.H.H. #548, folio 577.	3120
(3) Second	Lot No. 1046, as shown on the Plat of Section III of Sunrise Beach (Plat Book 22, folio 40), more particularly described in J.H.H. #815, folio 478.	3155
(4) Seventh	Lot No. 1, Block 29A, as shown on a Plat entitled "Revised Plat of Blocks 29, 30, 31, 32 and 33, Franklin Manor Beach" (Plat Book 9, folio 47), more particularly described in J.H.H. #213, folio 135.	3156

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 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 EDGAR DICKERSON, Complainant in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates, and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3072 - Lot 1, Blk QQ, Plat 3, as situated at Cape St. Claire, Third Election District, and assessed to Norma C. and M. S. Wheatly, and sold to the Plaintiff for $50.00, of which sum $40.32 has been paid.

(2) Certificate No. 3120 - Lot 21, Block S, 50 feet by 150 feet, as situated at Loch Haven Beach, First Election District, and assessed to Laurence Shub, and sold to the Plaintiff for $80.00, of which sum $58.24 has been paid.

(3) Certificate No. 3155 - Lot 1046, Sec. 3, J.H.H. 815-478 as shown on the Plat of Sunrise Beach, Second Election District, and assessed to R. Frankhauser and J. Friend, and sold to the Plaintiff for $50.00, of which sum $39.73 has been paid.

(4) Certificate No. 3156 - Lot 1, Block 29-A, as situated at Franklin Manor Beach, Seventh Election District, and assessed to Julian D. and Hilda L. Hall, and sold to the Plaintiff for $46.55, all of which sum 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, October 10, 1960.

It is thereupon this 13th day of July, 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 20th day of September, 1962, next, warning the said Muriel S. Wheatley aka Muriel S. Wheatly, Norma C. Wheatly, aka Norma C. Wheatley, aka Norma C. Wheately, Cape St. Claire Improvement Association, Lawrence Shub, aka Laurence Shub, Flora M. Shub, James L. Friend, Robert G. Frankhauser, Sunrise Beach Improvement Company, Julian D. Hall, Hilda L. Hall, and The Franklin Manor Beach Company, and any and all persons having or claiming to have any 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 20th day of September, 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 properties and vest in Complainant, Edgar Dickerson, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

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C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
Attorneys

In The Circuit Court For Anne Arundel County In Equity

No. 15,086

236 Main Street
Annapolis, Maryland

EDGAR DICKERSON
Davidsonville
Anne Arundel County
Maryland

Complainant

VS.

MURIEL S. WHEATLEY, aka
Muriel S. Wheatly, and
NORMA C. WHEATLY, aka
Norma C. Wheatley, aka
Norma C. Wheately
4 North Rosedale Street
Baltimore 29, Maryland
CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION
c-0 Harry Rever
Green Holly Drive, Route No. 4
Annapolis, Maryland
LAWRENCE SHUB, aka
Laurence Shub, and
FLORA M. SHUB, his wife
6517 - 46th Place
Riverwood, Maryland
JAMES L. FRIEND and
ROBERT G. FRANKHAUSER
4325 Rowalt Drive
College Park, Maryland
SUNRISE BEACH IMPROVEMENT CO., Assignee
c-0 ROUSE AND MORTON
18 West Street
Annapolis, Maryland
JULIAN D. HALL and
HILDA L. HALL, his wife
5025 - 7th Street, N.W.
Washington, D.C.
THE FRANKLIN MANOR BEACH COMPANY
(Serve on Emma Fletcher, Treasurer)
2604 Cheverly Avenue
Cheverly, Maryland

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT (1) Third

DESCRIPTION

No. 13

Lot No. 1, Block QQ, as shown on Plat No. 3 of Cape St. Claire (Plat Book 21, folio 45) more particularly described in J.H.H. No. 904, folio 54. Cert. No. 3072

(2) First District

Lot No. 21, Block S, as shown on a Plat of the Second Section of Loch Haven Beach (Plat Book 19, folio 47), more particularly described in J.H.H. No. 548, folio 577. Cert. No. 3120

(3) Second District

Lot No. 1046, as shown on the Plat of Section III of Sunrise Beach (Plat Book 22, folio 40), more particularly described in J.H.H. No. 815, folio 478. Cert. No. 3155

(4) Seventh District

Lot No. 1, Block 29A, as shown on a Plat entitled "Revised Plat of Blocks 29, 30, 31, 32 and 33, Franklin Manor Beach" (Plat Book 9, folio 47), more particularly desiribed in J.H.H. No. 213, folio 135. Cert. No. 3156.

Defendants

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 455

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 20, 1962

We hereby certify, that the annexed

Order of Publication

Eq. No. 15,086

Muriel S. Wheatley, Etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of September, 1962. The first insertion being made the 19th day of July, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Vincent Addison

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County ann Collector of Taxes for the State of Maryland, to EDGAR DICKERSON, Complainant in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates, and assessed and described on the Books of Assessment, and Taxation as follows:

(1) Certificate No. 3072 — Lot 1, Blk QQ, Plat 3, as situated at Cape St, Claire, Third Election District, and assessed to Norma C. and M. S. Wbeatly, and sold to the Plaintiff for $50.00, of which sum $40.32 has been paid.

(2) Certificate No. 3120 — Lot 21, Block S, 50 feet by 150 feet, as situated at Loch Haven Beach, First Election District, and assessed to Laurence Shub, and sold to the Plaintiff for $30.00, of which sum $58.24 has been paid.

(3) Certificate No. 3155 — Lot 1046, Sec. 3, J.H.H. 815-478 as shown on the Plat of Sunrise Beach, Second Election District, and assessed to R. Frankhauser and J. Friend, and sold to the Plaintiff for $50.00, of which sum $39.73 has been paid.

(4) Certificate No. 3156 — Lot 1, Block 29-A, as situated at Franklin Manor Beach, Seventh Election District, and assessed to Julian D. and Hilda L. Hall, and sold to the Plaintiff for $46.55, all of which sum 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, October 10, 1960.

It is thereupon this 13th day of July, 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 20th day of September, 1962, next, warning the said Muriel S. Wheatley aka Muriel S. Wheatly, Norma C. Wheatly, aka Norma C. Wheatley, aka Norma C. Wheately, Cape St. Claire Improvement Association, Lawrence Shub, aka Laurence Shub, Flora M. Shub, James L. Friend, Robert G. Frankhauser, Sunrise Beach Improvement Company, Julian D. Hall, Hilda L. Hall, and The Franklin Manor Beach Company, and any and all persons having or claiming to have any 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 20th day of September, 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 properties and vest in Complainant, Edgar Dickerson, a title free and clear of all encumbrances.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

A-9

LIBER 142 PAGE 457

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		Equity No. 15,086
MURIEL S. WHEATLEY, et al.,	:	
Defendants	:	
	:	

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that James L. Friend is entitled to redeem Certificate No. 3155 herein, which applies to Lot 1046, Sec. 3, as shown on a Plat of Sunrise Beach, and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

Attorney's fee	$75.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising	22.00
	$137.00

To be paid to County Treasurer:

Amount of Certificate No. 3155	$ 39.73
Interest on Certificate No. 3155	4.37
Taxes and penalties for 1961	7.66
Taxes and penalties for 1962	7.22
	$ 58.98

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

James L. Friend
James L. Friend

FILED
1962 AUG 20 PM 2:31

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EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
MURIEL S. WHEATLEY, et al.,	:	Equity No. 15,086
Defendants	:	

ORDER OF COURT

Upon consideration of the foregoing Stipulation and Agreement, it is this 20th day of August, 1962, by the Circuit Court for Anne Arundel County, in Equity ORDERED that the amounts necessary for redemtpion of Certificate No. 3155, which applies to Lot 1046, Sec. 3, as shown on a Plat of Sunrise Beach, is as follows:

To be paid to Plaintiff:

Attorney's fee	$ 75.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising	22.00
	$137.00

To be paid to County Treasurer:

Amount of Certificate No. 3155	$ 39.73
Interest on Certificate No. 3155	4.37
Taxes and penalties for 1961	7.66
Taxes and penalties for 1962	7.22
	$ 58.98

George Sachse
Judge

FILED
1962 AUG 21 AM 9:28

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LIBER 142 PAGE 459

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 15,086
MURIEL S. WHEATLEY, ET al.,	:	
Defendants	:	
	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 3155, covering property known as Lot 1046, Sec. 3, as shown on a Plat of Sunrise Beach, redeemed from this proceeding.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

AUG 21

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EDGAR DICKERSON	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MURIEL S. WHEATLEY, ET AL	*	
Respondents	*	EQUITY NO. 15,086

LIBER 1442 PAGE 460

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF FLORIDA, COUNTY OF Broward, ss:

EDGAR DICKERSON, Complainant herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident Defendants, Julian D. Hall and Hilda L. Hall.

2. That the said certified letters mailed to them were received by them as indicated by the receipts for said letters filed herewith.

Edgar Dickerson
Edgar Dickerson

SUBSCRIBED and SWORN to before me this 30 day of October, 1962.

J. E. Lloyd
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Sept. 30, 1964
Bonded by American Surety Co. of N.Y.

#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)*
Hilda L. Hall

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
George D. Bunch

DATE DELIVERED
JUL 30 [redacted]

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

CSS—18—71648-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Julian D. Hall

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
George D. Bunch

DATE DELIVERED
[redacted]

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

CSS—18—71648-4 GPO

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LIBER 142 PAGE 461

EDGAR DICKERSON	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MURIEL S. WHEATLEY, ET AL	*	
Respondents	*	EQUITY NO. 15,086

MILITARY AFFIDAVIT

STATE OF FLORIDA, COUNTY OF Broward, to wit:

I HEREBY CERTIFY That before, the subscriber, a Notary Public of said State in and for said County, personally appeared EDGAR DICKERSON, Complaint herein, and made oath in due form of law that:

1. From information received, he is advised and believes that none of the Respondents herein are in the military service.

Edgar Dickerson
Edgar Dickerson

SUBSCRIBED and SWORN to before me this 30 day of OCTOBER, 1962.

J E Lord
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Sept. 30, 1964
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA

1962 MAY -5 AM 11:20

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EDGAR DICKERSON	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MURIEL S. WHEATLEY, ET AL	*	
Respondents	*	EQUITY NO. 15,086

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 all of the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to the said Defendants and sold to the Plaintiff on the 10th day of October, 1960, for non-payment of taxes due for the years 1959 and 1960.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Cape St. Claire Improvement Association and the Franklin Manor Beach Company have been returned "summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Muriel S. Wheatley, also known as Muriel S. Wheatly, and Norma C. Wheatly, also known as Norma C. Wheatley, also known as Norma C. Wheately, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Lawrence Shub, also known as Laurence Shub, and Flora M. Shub, have been returned twice "non est",

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as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendant, Julian D. Hall and Hilda L. Hall, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an answer to the Bill of Complaint, and the time within said Defendants could so appear and file an answer having now expired, it is this 5th day of November, 1962, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to the said Defendants and described on the books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 10th day of October, 1960.

J. Bowie Duckett

JUDGE

FILED
1962 NOV -8 AM 10:53

LIBER 142 PAGE 463

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EDGAR DICKERSON	*	IN THE CIRCUIT COURT
Complainant	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MURIEL S. WHEATLEY, ET AL	*	
Respondents	*	EQUITY NO. 15,086

LIBER 142 PAGE 464

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to the Defendants, Cape St. Claire Improvement Association and The Franklin Manor Beach Company, have been returned "Summonsed," as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Muriel S. Wheatley, aka Muriel S. Wheatly, and Norma C. Wheatly, aka Norma C. Wheatley, aka Norma C. Wheately, and Lawrence Shub, aka Laurence Shub, and Flora M. Shub, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing the Defendants, Julian D. Hall and Hilda L. Hall, being non-residents, have been served by publication.

And it further appearing that a decree pro confesso was entered herein on the 5th day of November, 1962, against all of the aforesaid Defendants hereinabove mentioned, and that none of the aforesaid parties against whom the decree pro confesso was entered, have entered their appearance herein or filed an answer to these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in equity, this 14th day of November, 1962,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Cape St. Claire Improvement Association, The Franklin Manor Beach Company, Muriel S.

1962 NOV 15 PM 3:23

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Wheatley, aka Muriel S. Wheatly, Norma C. Wheatly, aka Norma C. Wheatley, aka Norma C. Wheately, Lawrence Shub, aka Laurence Shub, and Flora M. Shub, Julian D. Hall and Hilda L. Hall and all unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 10th day of October, 1960, for non-payment of taxes for the years 1958 and 1959, to wit:

LIBER 142 PAGE 465

Certificate No. 3072 - Lot #1, Block QQ, as shown on Plat No. 3 of Cape St. Claire, Third Election District, and assessed to Norma C. and M. S. Wheately.

Certificate No. 3210 - Lot #21, Block S, as shown on a Plat of Loch Haven Beach, Second Section, First Election District, and assessed to Laurence Shub.

Certificate No. 3156 - Lot #1, Block 29A, as situated at Franklin Manor Beach, Seventh Election District, and assessed to Julian D. and Hilda L. Hall.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject, and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to Edgar Dickerson, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

O. Bowie Duckett

JUDGE

IN THE MATTER OF THE SALE	*	IN THE
OF THE MORTGAGED REAL	*	CIRCUIT COURT
ESTATE OF ODELL WILLIAMS	*	FOR
AND DARNELLA WILLIAMS, HIS	*	ANNE ARUNDEL COUNTY
WIFE	*	EQUITY NO. 15,140

* * * * * * * * * * *

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 AUG -9 PM 2:18

LIBER 142 PAGE 466

COUNTY FORM

LIBER 1038 PAGE 352

No. 15,140 Equity

LIBER 142 PAGE 467

This Mortgage,

Made this 21st day of June, in the year one thousand, nine hundred and fifty-six, Between Odell Williams and Darnella Williams, 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 Five Thousand Seven Hundred ($5,700.00) 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 of Sixty-one ($61.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of August, 19 56, 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 lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. 9, 10, 11, 12, in Block No. 8, as shown on a plat entitled "COLUMBIA BEACH", made by J. R. McCrone, Jr., Engineer, April, 1940, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18 (formerly Cabinet 1, Rod A-9, Plat No. 9). Said Lots having a total frontage of 80 feet fronting on Bates Drive with an even depth therefrom of 125 feet.

1962 AUG -9 PM 2:18

BEING the same property which was conveyed to the Mortgagors herein by Ella Mae Prather, widow, 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.

LIBER 1038 PAGE 354

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payment, perform and comply with the cov[illegible] 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 Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay 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 Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hand s and seal of the said Mortgagors

Witness:

Barbara Ann Jones

Barbara Ann Jones

Odell Williams (SEAL)

Odell Williams

(SEAL)

Darnella Williams (SEAL)

Darnella Williams

(SEAL)

LIBER 1142 PAGE 469

4

5

LIBER 142 PAGE 470
LIBER 1038 PAGE 355

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 21st day of June, 1956, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Odell Williams and Darnella Williams, 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, Vice-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 JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Jones
Barbara Ann Jones Notary Public.

Rec'd for record June 21, 1956, at 2:29 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

ODELL WILLIAMS and DARNELLA WILLIAMS, his wife

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

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

Cost of Record, $ 750

GEO. T. GROMWELL, CLERK
NO. 1038 FOLIO 352
& RECORDED IN LIBER GTO
1956 JUN 21 PM 2:29
LAND RECORDS OF
ANNE ARUNDEL COUNTY
RECORD FOR RECORD IN

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

GEORGE W. SCIBLE. . . . . .AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING, CONTAINING FIVE ROOMS AND BATH, HAVING COMPOSITION ROOF AND OIL SPACE HEATER.

Under and by virtue of the power of sale contained in a mortgage from Odell Williams and Darnella Williams, his wife, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 352, 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, SEPTEMBER 11, 1962

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

the following described property, namely:

ALL that lot or lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. 9, 10, 11, 12, in Block No. 8, as shown on a plat entitled "COLUMBIA BEACH", made by J. R. McCrone, Jr., Engineer, April, 1940, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18 (formerly Cabinet 1, Rod A-9, Plat No. 9). Said lots having a total frontage of 80 feet fronting on Bates Drive with an even depth therefrom of 125 feet.

BEING the same property which was conveyed to Odell Williams and Darnella Williams, his wife, by Ella Mae Prather, widow, by deed dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 350.

TERMS OF SALE. A deposit of Five Hundred ($500.00) Dollars on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with

LIBER 142 PAGE 471

1962 AUG 9 PM 2:13

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.

IN THE MATTER OF THE SALE	*	IN THE
OF THE MORTGAGED REAL	*	CIRCUIT COURT
ESTATE OF ODELL WILLIAMS	*	FOR
AND DARNELLA WILLIAMS, HIS	*	ANNE ARUNDEL COUNTY
WIFE	*	EQUITY NO.

* * * * * * * * * * *

LIBER 142 PAGE 473

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.

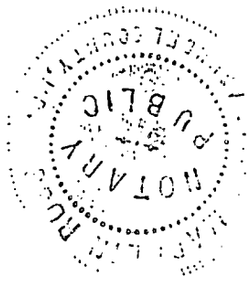
1952 AUG 9 11 2:13

George E. Rullman,
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN TO before me this 9th day of August, 1962.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6,1963.



LIBER 142 PAGE 474

IN THE MATTER OF THE SALE	*	IN THE
OF THE MORTGAGED REAL	*	CIRCUIT COURT
ESTATE OF ODELL WILLIAMS	*	FOR
AND DARNELLA WILLIAMS, HIS	*	ANNE ARUNDEL COUNTY
WIFE	*	EQUITY NO. 15,140

* * * * * * * * * * *

LIBER 142 PAGE 475

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$5,700.00
Less payments on account of Principal	889.20
Balance due on Principal	$4,810.80
Interest for July and August	48.22
Total balance due on mortgage debt	$4,859.02
Less Amount in Expense Account	60.28
Total Mortgage Claim	$4,798.74

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 9th day of August, 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

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10

F. 21733 1/55

No. 15,140 County

MORTGAGEES OR ATTORNEYS BOND. LIBER 11 PAGE 423

LIBER 142 PAGE 476

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of August, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Odell Williams and Darnella Williams, his wife, to First Federal Savings & Loan Association of Annapolis bearing date the 21st day of June, 1956, and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1038 Folio 352 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. Rullam

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

Catherine G. MacKenzie
Catherine G. MacKenzie

Attorney-in-fact

Bond approved this 29th day of August 1962

Eleanor G. Owings, acting Clerk.
per aj

FILED
1962 AUG 29 AM 9:41

11

IN THE MATTER OF THE SALE	:	IN THE
OF THE MORTGAGED REAL ESTATE	:	CIRCUIT COURT LIBER 142 PAGE 477
OF ODELL WILLIAMS AND DARNELLA	:	FOR
WILLIAMS, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 15,140

. . . . . .

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 Odell Williams and Darnella Williams, his wife, dated June 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 352, 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, September 11, 1962 at 10:30 o'clock, a.m. and then and there sold the property to Peter S. Ridley and Virginia P. Ridley, his wife, at and for the sum of Seven Thousand Fifty Dollars ($7,050.00), they then and there being the highest bidders therefor, which property is described as follows:

ALL that lot or lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. 9, 10, 11, 12, in Block No. 8, as shown on a plat entitled "COLUMBIA BEACH," made by J. R. McCrone, Jr., Engineer, April, 1940, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18 (formerly Cabinet 1, Rod A-9, Plat No. 9). Said lots having a total

1962 SEP 11 P.M. 2:23

14

frontage of 80 feet fronting on Bates Drive with an even depth therefrom of 125 feet.

LIBER 142 PAGE 478

BEING the same property which was conveyed to Odell Williams and Darnella Williams, his wife, by Ella Mae Prather, widow, by deed dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 350.

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

TERMS OF SALE: A deposit of Five Hundred ($500.00) Dollars on 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 11th day of September, 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.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

15

GEORGE W. SCIBLE - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING, CONTAINING FIVE ROOMS AND BATH, HAVING COMPOSITION ROOF AND OIL SPACE HEATER.

Under and by virtue of the power of sale contained in a mortgage from Odell Williams and Darnella Williams, his wife, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 352, 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, SEPTEMBER 11, 1962

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

the following described property, namely:

ALL that lot or lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. 9, 10, 11, 12, in Block No. 8, as shown on a plat entitled "COLUMBIA BEACH," made by J. R. McCrone, Jr., Engineer, April, 1940, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18 (formerly Cabinet 1, Rod A-9, Plat No. 9). Said lots having a total frontage of 80 feet fronting on Bates Drive with an even depth therefrom of 125 feet.

BEING the same property which was conveyed to Odell Williams and Darnella Williams, his wife, by Ella Mae Prather, widow, by deed dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 350.

TERMS OF SALE. A deposit of Five Hundred ($500.00) Dollars on 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 SEP 11 PM 2:29

13

I hereby certify that we 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, September 11, 1962 at 10:30 o'clock a.m. at and for the price of Seven thousand fifty Dollars ($7,050.00), we then and there being the highest bidders therefore; and we agree to comply with the the terms of sale as expressed on the reverse side hereof.

Peter S. Ridley

Peter S. Ridley

Virginia P. Ridley per P.S.R.

Virginia P. Ridley
by Peter S. Ridley

I hereby certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, September 11, 1962, to Peter S. Ridley and Virginia P. Ridley, his wife, at and for the sum of Seven Thousand Fifty Dollars ($7,050.00), they being then and there the highest bidders therefor; I further certify that the sale was fairly made.

George W. Scible

George W. Scible, Auctioneer

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

I Hereby certify that on this 11th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Peter S. Ridley, one of the purchasers of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was not acting as agent for anyone.

2. That the only other person interested in this purchase is his wife, Virginia P. Ridley, who is to hold title to the real estate with her husband as tenants by the entirety.

3. That he has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

Peter S. Ridley

Peter S. Ridley

WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

1962 SEP 11 PM 2:20

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ODELL WILLIAMS AND DARNELLA WILLIAMS, HIS WIFE ~~XXXXX~~

LIBER 142 PAGE 481

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,140 Equity

Ordered, this 11th day of September, 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 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 16th day of October next.

The report states that the amount of sale was $ 7,050.00

Louis N. Phipps Clerk.

True Copy,

TEST: Louis N. Phipps Clerk.

George E. Rullman, Atty. For EVENING CAPITAL Sept. 14th Edition

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ODELL WILLIAMS AND DARNELLA WILLIAMS, HIS WIFE ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of Oct, 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 OCT 22 AM 11:49

16

Public Sale
Of Valuable
Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING, CONTAINING FIVE ROOMS AND BATH, HAVING COMPOSITION ROOF AND OIL SPACE HEATER.

Under and by virtue of the power of sale contained in a mortgage from Odell Williams and Darnella Williams, his wife, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 352, 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,
September 11, 1962
at 10:30 O'Clock A.M.

the following described property, namely:

ALL that lot or lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. 9, 10, 11, 12, in Block No. 8, as shown on a plat entitled "COLUMBIA BEACH", made by J. R. McCrone, Jr., Engineer, April, 1940, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18 (formerly Cabinet 1, Rod A-9, Plat No. 9). Said lots having a total frontage of 80 feet fronting on Bates Drive with an even depth therefrom of 125 feet.

BEING the same property which was conveyed to Odell Williams and Darnella Williams, his wife, by Ella Mae Prather, widow, by deed dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, Folio 350.

No. E. TERMS OF SALE. A deposit of Five Hundred ($500.00) Dollars on 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 S-5

17

No. 15,140 Equity

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 482

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1962

We hereby certify, that the annexed

Public Sale

Odell Williams

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 September, 1962. The first insertion being made the 15th day of August, 1962

1962 THE CAPITAL-GAZETTE PRESS, INC.

62 SEP 17 PM 2:23

By H. Tilghman

F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND. LIBER 11 PAGE 441 No. 15,140 Equity

LIBER 142 PAGE 483

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 One Thousand One Hundred Dollars ---------- 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 September, in the year of our Lord 1962

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Odell Williams & Darnella Williams, his wife, to First Federal Savings & Loan Association of Annapolis bearing date the 21st day of June, 1956 and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1038 Folio 352 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 Attorney-in-fact

Rose M. Bausch Attorney-in-fact

Attorney in fact

As to Surety

Catherine G. MacKenzie

Catherine G. MacKenzie

Additional Bond approved this 13th day of September, 1962

Lewis N. Phipps, Clerk per ay

FILED

1962 SEP 13 AM 10:10

18

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 484

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1962

We hereby certify, that the annexed

Order Nisi - Adlu - Eq. 15,140

Odell Williams

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 October, 1962. The first insertion being made the 14th day of September, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,140 EQUITY

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
ODELL WILLIAMS and
DARNELLA WILLIAMS, his wife

Ordered, this 11th day of September, 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 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 16th day of October next.

The report states that the amount of sale was $7,050.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

0-5

1962 OCT 18 PM 4:23

No. E. C. 25575

19

LIBER 142 PAGE 485

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ODELL WILLIAMS AND DARNELLA WILLIAMS, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,140 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.

Auditor.

October 31, 1962

FINAL ORDER

ORDERED BY THE COURT, this 16th day of November, 19 62, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: , deputy

1962 NOV 16 PM 2:53

20

Dr. Mortgaged Real Estate of Odell Williams & Darnella Williams, his wife

In Acct. with George E. Rullman, Attorney named in Mortgage

					Cr.	
	By	Amount of sale, as per Report of Sale filed	7,050	00		
	By	Interest, 6%, on deferred payment, $6,550.00 from 9/11/62 to 10/29/62	53	46		
					7,103	46
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commissions, viz.	241	50		
					291	50
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	32	75		
		Auditor, this account	25	00		
					67	75
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	78	00		
		National Surety Corporation - bond	28	40		
		Speer Publications Inc.- Handbills	17	88		
		George W. Scible - Auctioneer's fee	35	00		
		Notary fees	2	00		
		½ Federal & State Revenue Stamps	12	37		
		Adjustment, 1962 Real Estate Taxes from 1/1/62 to 9/11/62	154	74		
					328	39
	To	First Federal Savings & Loan Association of Annapolis, Mortgagee				

		in full, as per Mortgage claim filed	4,798	74		
		Interest, 6%, on principal balance,				
		$4,750.52, from 9/1/62 to 11/15/62	71	26		
					4,869	90
	To	Ella Mae Prather, second Mortgagee,				
		in full, as per claim filed	1,356	54		
		Interest, 6%, on principal balance,				
		$742.00, from 9/11/62 to 11/15/62	11	13		
					1,367	67
	To	Odell Williams & Darnella Williams,				
		his wife, Mortgagors, excess			178	25
					7,103	46

LIBER 142 PAGE 488

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RAYMOND A. EVANS AND	*	FOR
DOROTHY V. EVANS, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,075 EQUITY

****

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE ORIGINAL MORTGAGE, STATEMENT OF MORTGAGE DEBT AND MILITARY AFFIDAVIT.

Samuel M. Ivrey.

SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 JUL -9 PM 1:11

LIBER 1251 PAGE 571

Balance of prior mortgage to 11/30/58 $2,509.00
Additional Loan - 11/14/58 1,491.00
$4,000.00

LIBER 142 PAGE 489
No. 15,075 Equity

State Stamps - Additional Loan $1.10

Form No. 1—County Fee

This Mortgage,

made this 14th day of November, in the year one thousand nine hundred and fifty eight, between RAYMOND A. EVANS and DOROTHY V. EVANS, his wife, of City of Washington, in the ~~State of Maryland~~ District of Columbia, 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 RAYMOND A. EVANS and DOROTHY V. EVANS, his wife,

the sum of Four Thousand and 00/100 ($4,000.00) - - - - - - - - - - - - - - - dollars,

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

By the payment of Thirty Three and 76/100 ($33.76) - - - - - - - - - - - - - - - - -

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' advance interest on that part of a prepayment in any one year which exceeds twenty percent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said RAYMOND A. EVANS and DOROTHY V. EVANS, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lot s, piece s, or parcel s of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

Property 1: All that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland and described as follows: Lot Numbered 19 in Block Lettered "B" in the subdivision of Lots known as Broadwater Beach as set forth on a plat recorded among the aforesaid Land Records in Plat Book Liber WNW 3, folio 24, (Plat Book 4, folio 8) Said lot having a frontage of 40 feet and a depth of 106.08 feet on one side and 122.92 feet on the other side.

BEING the same lot of ground which by deed dated August 31, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH 320, folio 233, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife.

RECORDATION TAX ACT OF 1961 $1.10

CANCELLED

FILED
1962 JUL -9 PM 1:11

Property 2: All that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described asfollows: Being Lot No, 20, Block Lettered "B" in the sub-division of lots known as Broadwater Beach as set forth on a plat recorded among the Land Records of Anne Arundel County in Plat Book Liber WNW 3, folio 24, now Plat Book 4, folio 8.

BEING the same lot of ground which by deed dated July 20, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC 958, folio 55, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife. The said Susie Donaldson predeceased Harry S. Donaldson, who subsequently died intestate August 16, 1957, (vide Estate #9595 in the office of the Register of Wills for A.A. Co.), leaving surviving him as his only heir at law, Dorothy W. Evans.

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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

And the said mortgagor(s) RAYMOND A. EVANS and DOROTHY V. EVANS, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Raymond A. Evans (SEAL)
Raymond A. Evans

..... (SEAL)

..... (SEAL)
Dorothy V. Evans

Dorothy V. Evans (SEAL)

LIBER 1251 PAGE 574

State of Maryland, Anne Arundel County, to wit: LIBER 142 PAGE 492

I HEREBY CERTIFY, that on this 14th day of November in the year one thousand nine hundred and fifty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared RAYMOND A. EVANS and DOROTHY V. EVANS, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 4, 19 59.

Samuel M. Ivrey

Samuel M. Ivrey Notary Public.

1.00

Rec'd for record Nov 14 1958 at 3.08 P.M.

Mailed to Samuel M. Ivrey

3066

Mortgage

FROM

RAYMOND A. EVANS and

DOROTHY V. EVANS, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lots 19 and 20, Blk "B" Broadwater Property Beach, 7th Dist., Anne Arundel County, Maryland

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 1.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 142 PAGE 493

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RAYMOND A. EVANS AND	*	FOR
DOROTHY V. EVANS, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,075 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF

(1) SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES;

(2) SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES;

(3) SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE;

(4) SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.

Samuel M. Ivrey.
SAMUEL M. IVREY, AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6TH DAY OF JULY, 1962.

Barbara S. Santos
BARBARA S. SANTOS, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 JUL -9 PM 1:11

6

LIBER 142 PAGE 494

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
RAYMOND A. EVANS AND
DOROTHY V. EVANS, HIS WIFE

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*
*
*
*

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,075 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 RAYMOND A. EVANS AND DOROTHY V. EVANS, HIS WIFE, SAID MORTGAGE DATED NOVEMBER 14, 1958, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1251, FOLIO 571; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO JUNE 30, 1962	$3,611.92
INTEREST TO JULY 31, 1962	18.06
	$3,629.98

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 6TH DAY OF JULY, 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 THEREFORE, OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963

FILED

1962 JUL -9 PM 1:11

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

7

LIBER 142 PAGE 495

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 11 PAGE 391

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

ROYAL-GLOBE INSURANCE

Equity #15,075

Bond No.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Five Hundred Dollars($4,500.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of July 19 62 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Raymond A. Evans and Dorothy V. Evans bearing date on or about the 14th day of November , 19 58 , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

Ethel M. Carle

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey Principal

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins

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

SURETY

Bond approved this 31 day of July, 1962

Elleanor S. Owings, Acting Clerk

FILED

8

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 142 PAGE 496

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

ATWELL ROAD
BROADWATER BEACH
SEVENTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
CHURCHTON, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Raymond A. Evans and Dorothy V. Evans, his wife, said mortgage dated November 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1251, folio 571, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tuesday, July 31, 1962

AT 11:00 O'CLOCK A.M.

PROPERTY 1: ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: Lot Numbered 19 in Block Lettered "B" in the subdivision of Lots known as Broadwater Beach as set forth on a plat recorded among the aforesaid Land Records in Plat Book Liber WNW 3, folio 24, (Plat Book 4, folio 8) said lot having a frontage of 40 feet and a depth of 106.08 feet on one side and 122.92 feet on the other side.

BEING the same lot of ground which by deed dated August 31, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH 320, folio 233, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife.

PROPERTY 2: ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: Being Lot No. 20, Block Lettered "B" in the sub-division of lots known as Broadwater Beach as set forth on a plat recorded among the Land Records of Anne Arundel County in Plat Book Liber WNW 3, folio 24, now Plat Book 4, folio 8.

BEING the same lot of ground which by deed dated July 20, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 958, folio 55, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife. The said Susie Donaldson predeceased Harry S. Donaldson, who subsequently died intestate August 16, 1957, (vide Estate No. 9595 in the office of the Register of Wills for Anne Arundel County) leaving surviving him as his only heir at law, Dorothy V. Evans.

THE SAID PROPERTY being improved by a two story frame dwelling with five rooms, one bath and oil space heater.

TERMS OF SALE: A deposit of ten (10) percent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED
1962 AUG -1 PM 2:12

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

LIBER 142 PAGE 497

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY, That on this 31st day of July, 1962, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared C. Maurice Weidemeyer.

who first being duly sworn, made oath in due form of law as follows:

1. That he/they/it purchased the property described on the reverse side hereof, at and for the sum of $4,200.00, a deposit of $420.00, made at the time and place of sale, and agree to comply with the terms of sale as set forth in the advertisement of sale and handbill.

2. That he is ~~an~~ _____ acting for himself + wife

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 W. [illegible]

C Maurice Weidemeyer (SEAL)

Carolyn Weidemeyer, per bond. (SEAL)

Robert H. Campbell, Auctioneer

Samuel W. [illegible]
Notary Public

FILED

1962 AUG -1 PM 2:13

FILED

1962 AUG -1 PM 2:13

LIBER 142 PAGE 498

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RAYMOND A. EVANS and	*	FOR
DOROTHY V. EVANS, his wife	*	ANNE ARUNDEL COUNTY EQUITY NO. 15,075

****

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a Newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, July 31, 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:

PROPERTY 1: ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: Lot Numbered 19 in Block Lettered "B" in the subdivision of Lots known as Broadwater Beach as set forth on a plat recorded among the aforesaid Land Records in Plat Book Liber WNW 3, folio 24 (Plat Book 4, folio 8) said lot having a frontage of 40 feet and a depth of 106.08 feet on one side and 122.92 feet on the other side.

BEING the same lot of ground which by deed dated August 31, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 320, folio 233, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife to Harry S. Donaldson and Susie Donaldson, his wife.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1962 AUG -1 PM 2:12

PROPERTY 2: ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: Being Lot No. 20, Block Lettered "B" in the sub-division of lots known as Broadwater Beach as set forth on a plat recorded among the Land Records of Anne Arundel County in Plat Book Liber WNW 3, folio 24, now Plat Book 4, folio 8.

BEING the same lot of ground which by deed dated July 20, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 958, folio 55, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife. The said Susie Donaldson predeceased Harry S. Donaldson, who subsequently died intestate August 16, 1957 (vide Estate No. 9595 in the office of the Register of Wills for Anne Arundel County) leaving surviving him as his only heir at law, Dorothy V. Evans.

Said property being sold to C. Maurice Weidemeyer and Carolyn Weidemeyer, his wife, at and for the sum of Four Thousand Two Hundred and 00/100 ($4,200.00) Dollars, they being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, atty.

Samuel M. Ivrey
Attorney Named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

James S. Russell

Notary Public

My commission expires May 6, 1963.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

JAMES S. RUSSELL NOTARY PUBLIC ANNE ARUNDEL COUNTY

12

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF RAYMOND A. EVANS and
DOROTHY V. EVANS, his wife
versus

LIBER 142 PAGE 500
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,075 Equity

Ordered, this 1st day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by SAMUEL M. IVREY, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of September next.

The report states that the amount of sale was $ 4,200.00

Ellsworth G. Owings, Acting Clerk.

True Copy,

TEST: Clerk.

SAMUEL M. IVREY, Atty. "Evening Capital" (For August 3rd Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF RAYMOND A. EVANS AND
~~XXXXX~~
DOROTHY V. EVANS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of September, 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.

George Sachse
JUDGE.

FILED
1962 SEP 10 PM 1:34

13

Legal Notices

Attorney's Sale

-of valuable- Improved Real Estate

Atwell Road
Broadwater Beach
Seventh Election District
Anne Arundel County
Churchton, Maryland

Under and by virtue of the power of sale contained in the Mortgage from Raymond A. Evans and Dorothy V. Evans, his wife, said mortgage dated November 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1251, folio 571, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tuesday,
July 31, 1962
At 11:00 A.M.

PROPERTY 1: ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: Lot Numbered 19 in Block Lettered "B" in the subdivision of lots known as Broadwater Beach as set forth on a plat recorded among the aforesaid Land Records in Plat Book Liber WNW 3, folio 24, (Plat Book 4, folio 8) said lot having a frontage of 40 feet and a depth of 106.08 feet on one side and 122.32 feet on the other side.

BEING the same lot of ground which by deed dated August 31, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH 320, folio 233, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife.

PROPERTY 2: ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: Being Lot No. 20, Block Lettered "B" in the sub-division of lots known as Broadwater Beach as set forth on a plat recorded among the Land Records of Anne Arundel County in Plat Book Liber WNW 3, folio 24, now plat Book 4, folio 8.

BEING the same lot of ground which by deed dated July 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC 958, folio 55, was conveyed by Yelia D. Crain and Vivian P. Crain, his wife, to Harry S. Donaldson and Susie Donaldson, his wife. The said Susie Donaldson predeceased Harry S. Donaldson, who subsequently died intestate August 16, 1957, (vide Estate No. 9595 in the office of the Register of Wills for Anne Arundel County) leaving surviving him as his only heir at law, Dorothy V. Evans.

THE SAID PROPERTY being improved by a two story frame dwelling with five rooms, one bath and oil space heater.

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

SAMUEL M. IVREY,
Attorney named in Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

Jy-30

OFFICE OF

Evening Capital

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

LIBER 142 PAGE 501

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1962

We hereby certify, that the annexed

Attorney's Sale

Raymond A. Evans

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 31st day of July, 1962. The first insertion being made the 9th day of July, 1962.

1962 AUG 14 AM 10:30

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 142 PAGE 502

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND A. EVANS and DOROTHY V. EVANS, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 15, 075

Equity

Ordered, this 1st day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by SAMUEL M. Ivrey, A M. IVREY, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of September next.

The report states that the amount of sale was $4,200.00.

ELLEANOR G. OWINGS, Acting Clerk.

TEST: ELLEANOR G. OWINGS, Acting Clerk.

A-24

FILED

1962 SEP -7 PM 2:35

No. E. C. ----------

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1962

We hereby certify, that the annexed

Order Nisi - Sale

Equity 15075

"Raymond A. Evans"

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 September, 1962 The first insertion being made the 3rd day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

LIBER 142 PAGE 503

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

RAYMOND A. EVANS and DOROTHY V. EVANS, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,075 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.

October 22, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of November, 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.

Louis N. Phipps

Clerk

Per [illegible], deputy

1962 NOV -8 AM 9:33

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND A EVANS and DOROTHY V. EVANS, his wife, LIBER 142 PAGE 504

In Acct. with SAMUEL M. IVREY, Attorney named in Mortgage

						Cr.
1962						
July	31	Proceeds of Sale	4,200	00		
		Interest on deferred payment of $3,780.00				
		from 7/31/62 to 10/17/62	48	51	4,248	51
		State and County taxes adjusted 7/31/62 to 12/31/62 - (72.71)	30	30	30	30
					4,278	81
		To Attorney for fee, viz:	35	00		
		To Attorney for commissions, viz:	157	46	192	46
		To Attorney for Court Costs, viz:				
		Plaintiff's Solicitors Appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	25	00	63	00
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	85	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	9	27		
		Robert H. Campbell - Auctioneer fee	45	00		
		Globe Indemnity Co. - Bond premium	18	00		
		One half cost documentary stamps	7	43		
		Barbara S. Santos - notary fee		50		
		Katherine S. Russell - notary fee		50	181	46
		To Annapolis Federal Savings & Loan Assn.				
		In full for Mortgage claim filed	3,629	98		
		Interest on principal balance of $3,611.92 from 7/31/62 to 11/7/62 - 99 days @ 6%	58	73	3,688	71

		To Raymond A. Evans and Dorothy V. Evans				
		this surplus	153	18	153	18
					4,278	81

Present Fair Market Value -$7500.00

PETITION FOR FORECLOSURE

OLD COURT SAVINGS AND LOAN, INC.

VS.

HOWARD M. ROMBERGER

LIBER 142 PAGE 506

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY-IN EQUITY

No. 15,056 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 13th day of February A. D.1962 the defendant executed and delivered to Old Court Savings and Loan, Inc.

a mortgage upon certain fee simple property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 6,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said mortgage is now in default.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

William I. Weinstein *Attorney for Plaintiff*

FILED

1962 JUN 27 AM 11:59

Petitioner's Exhibit No. 1

BOOK 1543 PAGE 550

15,056 Equity

LIBER 142 PAGE 507

This Mortgage, Made this 13th day of February ---------- , in the year nineteen hundred and sixty - two --------, by and between HOWARD M. ROMBERGER ----------

of Anne Arundel County ---------- in the State of Maryland, Mortgagor, and OLD COURT SAVINGS AND LOAN, INC. ~~[illegible]~~ a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance of Six Thousand ($6,000.00) ---------- Dollars on sixty (60) --------- shares of its stock, which sum has been applied to the purchase price of the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of One Dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all those lots or parcel s of ground situate and lying in Anne Arundel County, Maryland ---- aforesaid, in the State of Maryland, now known as No.s. 342 Creswell Road and 346 Creswell Road ---------- ---------- and described as follows, that is to say:

BEGINNING for the first thereof, being known and designated as Lots Nos. 28 and 29 in Section O as shown on the Plat of Arundel Gardens which said Plat is recorded among the Plat Records of Anne Arundel County and filed in Plat Cabinet 2 Rod D9 plat 348. Said lots having a combined frontage of 50 feet on the north side of Creswell Road with a depth northerly of even width for 197.5 feet. The improvements thereon now being known as No. 342 Creswell Road.

BEING the same lot or parcel 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 from The G M C Realty Company unto Howard M. Romberger, the above named Mortgagor.

BEGINNING for the second thereof, being known and designated as Lots Nos. 32 and 33, in Section O, as shown on Plat of Arundel Gardens, duly recorded among the Land Records of Anne Arundel County and now filed in Plat Cabinet 2, Rod D9, Plat 348; said lots fronting 50 feet on the north side of Creswell Road with a depth northerly of even width of 107.5 feet. The improvements thereon now being known as No. 346 Creswell Road.

BEING the same lot or parcel of ground which by Deed of Assignment dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in LiberJHH No. 901, folio 112 which was granted and conveyed from Hilda E. Miller unto Howard Marlin Romberger and Burline M. Romberger, his wife.

FILED

1962 JUN 27 AM 11:59

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in case of any default in any of the payments, covenants or conditions of this Mortgage, in whole or in part, the whole Mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and payable; the waiver of any default or failure to exercise the option to demand the whole balance of the Mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter.

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of the lot of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee and its assigns and successors in title, shall at any time after the change in title or ownership, have the right to demand the immediate payment of the unpaid part of said mortgage indebtedness and accrued interest; and upon failure thereupon to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee or its successors or assigns, to demand payment of said unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of its right to make the demand at any time thereafter. The Mortgagee, however, reserves to itself and its successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however, to be only binding if made in writing.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple~~, 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 annual rent of Ninety ($90.00) Dollars payable in equal semi-annual installments on the 2nd days of February and August in each and every year on that lot of ground secondly described herein; and To have and to hold the said lot of ground firstly described herein unto the said Mortgagee, its successors and assigns, in fee simple.

IF, however, the said Mortgagor shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

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

AND the said Mortgagor for himself, his ---------- heirs, personal representatives, successors and assigns, covenant with the said Mortgagee, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns, the weekly sum of twenty-five -------- cents on each of said sixty (60) ---- shares of stock as dues until the combined payment of dues shall amount to Six Thousand ---------- Dollars, being the amount loaned as aforesaid; and also to pay, weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that, whenever, by the payment of said dues the sum of One Hundred ($100.00) Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Mortgagee, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, interest on prior mortgages, if any, and taxes, and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand; also to pay all fines that may be imposed on the Mortgagor by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws.

AND the said Mortgagor further covenants and agrees to pay weekly the additional sum of

or as much more as may be necessary, out of which said body corporate is to pay the taxes, interest on prior mortgages, if any, and ground rent upon said mortgaged property.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of four (4) years from the date hereof; and a failure on the part of the Mortgagor so to pay the balance of this mortgage indebtedness shall constitute and be a default in this mortgage.

AND that, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay the said attorney, a fee of Fifty ($50.00) Dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the power herein contained; and that, after the said property has been advertised for sale, under such power, the said attorney shall be entitled to receive, in addition to the fee hereinbefore provided for, a fee of One Hundred ----------Dollars.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or ~~[illegible]~~ William I. Weinstein its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including the attorney's fee hereinbefore referred to and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdicton in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, their heirs, personal representatives and assigns, or to whoever may be entitled to the same.

AND it is agreed that until default is made, the said Mortgagor or their assigns, may retain possession of the mortgaged property. Upon any default in any of the covenants of this Mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by, the said Mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim under this Mortgage, and to deliver the policy or policies to the Mortgagee, to be kept by the Mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this Mortgage.

AND the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WHENEVER the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, personal representatives, successors and assigns of the party so designated.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Mary Virginia Smithson

Mary Virginia Smithson

Howard M. Romberger (SEAL)

Howard M. Romberger

(SEAL)

(SEAL)

(SEAL)

4

BOOK 1543 PAGE 553 LIBER 142 PAGE 510

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of February ------ , in the year One Thousand Nine Hundred and ~~Fifty-~~ sixty-two , before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Howard M. Romberger ----------

the Mortgagor named in the foregoing mortgage, and acknowledged the aforegoing mortgage to be his --------- act.

At the same time also appeared William I. Weinstein ----------

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

AS WITNESS my hand and notarial seal.

MARY VIRGINIA SMITHSON NOTARY PUBLIC BALTIMORE, MD.

Mary Virginia Smithson — Notary Public

Rec'd for record Feb. 16, 1962 at 10:51 A.M.
Mailed to Manley F. Gately

900

MORTGAGE

FROM

HOWARD M. ROMBERGER

TO

OLD COURT SAVINGS AND LOAN, INC.

Block No.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 FEB 16 AM 10: 51
& RECORDED IN LIBER GTC No. 1542 FOLIO 557
GEO. E. CROMWELL, CLERK

MANLEY F. GATELY
Attorney at Law
233 Equitable Building
Calvert and Fayette Streets
Baltimore 2, Maryland
SAratoga 7-3868; 3869

Rec'd 9.00
no stamps

STATEMENT OF MORTGAG CLAIM

LIBER 142 PAGE 511

OLD COURT SAVINGS AND LOAN, INC.

vs.

HOWARD M. ROMBERGER

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY - IN EQUITY

15,056 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	$6,000.00
Paid on Account	- 0 -
	$6,000.00
Added Interest for 3 mos. April, May and June, 1962	90.00
TOTAL BALANCE DUE	$6,090.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of June 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 Albert Cutler, Vice President of Old Court Savings and Loan, 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,

1962 JUN 27 AM 11:59

Mary Virginia Smithson
Notary Public.

Mary Virginia Smithson

NOTARY PUBLIC BALTIMORE

6

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

LIBER 142 PAGE 512

OLD COURT SAVINGS AND LOAN, INC.

vs.

HOWARD M. ROMBERGER

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY _ IN EQUITY

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

15,056 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Albert Cutler, Vice President of Old Court Savings and Loan, Inc.

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

(1) said defendant is not in the military service of the United States,

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

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

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

Albert Cutler
Affiant.
Albert Cutler, Vice President

Subscribed and sworn to before me this 26th day of June 19 62

Mary Virginia Smithson
Notary Public
Mary Virginia Smithson

MARY VIRGINIA SMITHSON NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 JUN 27 AM 11:59

7

LIBER 142 PAGE 513

DECREE FOR SALE OF MORTGAGE PREMISES

OLD COURT SAVINGS AND LOAN, INC.

vs.

HOWARD M. ROMBERGER

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY-IN EQUITY

No. 15056 Equity

TERM, 19

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 28th day of June in the year nineteen hundred and sixty-two, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County-In Equity **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 William I. Weinstein 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 Seventy-Five Hundred ---------- Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third~~ cash, ~~the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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.

George Sachse
Judge

FILED
1962 JUN 28 PM 4:06

8

Wm. I. WEINSTEIN, Solicitor
115 Equitable Bldg.
Baltimore 2, Md.

Trustee's Sale

Asbestos Shingled Frame Fee-Simple Bungalow

KNOWN AS
342 Cresswell Road
North Linthicum
A. A. County, Md.
(Fifth Election District
A. A. Co., Md.)

By virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, Case No. 15056, passed in the matter of Old Court Savings & Loan, Inc. vs. Howard M. Romberger, the undersigned Trustee will sell at public auction, on the premises, on

Tuesday,
August 21, 1962
at 2:00 O'clock P.M.

ALL THOSE 2 lots of ground and improvements thereon situated in the Fifth Election District of A. A. County, Md., and described as follows:

BEGINNING for the same and being known and designated as Lots Nos. 28 and 29 in section "O" as shown on the plat of Arundel Gardens, which said plat is recorded among the Plat Records of A. A. County, and filed in Plat Cabinet 2 Rod D 9 Plat 348, said lots having a combined frontage of 50 feet on the North side of Cresswell Road with a depth Northerly of even width for 197.5 feet. The improvements therein being known as 342 Cresswell Road. Being in fee-simple. Subject to any and all agreements, restrictions, etc., of record affecting same, if any.

The Improvements consisting of an asbestos shingled frame bungalow, containing 5 rooms, bath, heat, automatic hotwater, City water, and sewerage.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court of Anne Arundel County. A deposit of $500.00 will be required of the purchaser at time and place of sale. The unpaid purchase money to bear interest at the rate of 6 per cent per annum from date of sale to date of settlement. All adjustments and expenses, including taxes, public charges of every nature and description, if any, to be adjusted as of date of sale. All documentary stamps to be paid by purchaser.

WM. I. WEINSTEIN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440

A-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 514

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1962

We hereby certify, that the annexed

Trustee's Sale

Case No. 15,056

Howard M. Romberger

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 August, 1962. The first insertion being made the 26th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1962
AUG 22 PM 1:47

LIBER 142 PAGE 515

OLD COURT SAVINGS & AND LOAN, INC.	*	IN THE
	*	CIRCUIT COURT
VS.	*	ANNE ARUNDEL COUNTY
HOWARD M. ROMBERGER	*	IN EQUITY CASE # 1505-6
	*	
	*	

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

P E T I T I O N

To the Honorable, the Judge of Said Court:

The petition of William I. Weinstein, Trustee, respectfully represents

That the trustees bond in the amount of $7,500.00, required to be filed by the trustee in this case was inadverantly not filed with this Honorable Court, and sale was made on August 21, 1962 at 2 p.m. on the premises of 342 Cresswell Road, the mortgage property, wherefore your petitioner prays that an order be passed by this Honorable Court allowing said bond to be filed now as of August 21, 1962, prior to 2 p,m. Nunc Pro Tunc.

And as in duty, &c.

William I. Weinstein, Trustee

FILED

1962 AUG 31 AM 9:43

10

ORDER LIBER 142 PAGE 516

UPON the aforegoing petition of William I. Weinstein, trustee, petitioner, ~~it~~ it is this 31st day of August 1962 by the Circuit Court of Anne Arundel County

ORDERED, that the trustee bond in the amount of $7,500.00 be filed now as of August 21, 1962, prior to 2 0'clock p.m., Nunc Pro Tunc as requested in this petition

Judge

FILED

1962 AUG 31 AM 9:51

Bond No. 0466-0349-1493-62

LIBER 142 PAGE 517

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

LIBER 11 PAGE 426

60 JOHN STREET
NEW YORK

No. 15,056 Equity

Know All Men By These Presents:

THAT WE, William Weinstein - 235 Equitable Building - Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of SEVENTY-FIVE HUNDRED AND NO/100 - - - - Dollars ($ 7500.00 - -), 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 23rd day of July in the year of our Lord one thousand nine hundred and sixty-two

WHEREAS, the above bounden William Weinstein

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland

has been appointed Trustee

mentioned in the proceedings in the case of Old Court Savings & Loan, Inc.

vs.

Howard M. Romberger
342 Cresswell Road
North Linthicum, Anne Arundel County, Maryland

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN William Weinstein 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

Maria Bonik

William Weinstein (SEAL)
William Weinstein

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

Witness as to Surety:
~~XXXXXXX~~

M. Greller
M. Greller

FILED
1962 AUG 31 AM 9:51

1-307-Md. Trustee—Receiver 500-9-51

Bond approved this 31st day of August, 1962

Louis N. Phipps, Clerk

Nunc Pro tunc as of August 21, 1962, 1:50 P.M.

LIBER 142 PAGE 518

OLD COURT SAVINGS & LOAN, INC.	IN THE
VS	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY
WARD M. ROMBERGER	Docket No. Folio No. Case No. 15056

AUCTIONEERS CERTIFICATE

I HEREBY CERTIFY that I have on this 20th day of Aug., 1962, sold the property described in the attached advertisement of sale at and for the sum of $ 7502, to Elmer T. Burch Being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A. J. BILLING & CO.
By _____
Auctioneer

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have on this 20th day of Aug., 1962, purchased the property described in the attached advertisement of sale from WM. I. WEINSTEIN, - - - - - - - , Trustee, ~~Attorney~~ named in Mortgage, at and for the sum of $ 7500.00, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

_____
Purchaser

FILED
1962 AUG 31 AM 9:52

13

LIBER 142 PAGE 519

Wm. I. WEINSTEIN, Solicitor
115 Equitable Bldg.
Baltimore 2, Md.

Trustee's Sale

Asbestos Shingled Frame Fee-Simple Bungalow

KNOWN AS
342 Cresswell Road
North Linthicum
A. A. County, Md.
(Fifth Election Distriet
A. A. Co., Md.)

By virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, Case No. 15056, passed in the matter of Old Court Savings & Loan, Inc. vs. Howard M. Romberger, the undersigned Trustee will sell at public auction, on the premises, on

Tuesday, August 21, 1962 at 2:00 O'clock P.M.

ALL THOSE 2 lots of ground and improvements thereon situated in the Fifth Election District of A. A. County, Md., and described as follows:

BEGINNING for the same and being known and designated as Lots Nos. 28 and 29 in section "O" as shown on the plat of Arundel Gardens, which said plat is recorded among the Plat Records of A. A. County, and filed in Plat Cabinet 2 Rod D 9 Plat 348, said lots having a combined frontage of 50 feet on the North side of Cresswell Road with a depth Northerly of even width for 197.5 feet. The improvements therein being known as 342 Cresswell Road. Being in fee-simple. Subject to any and all agreements, restrietious, etc., of record affecting same, if any.

The Improvements consisting of an asbestos shingled frame bungalow, containing 5 rooms, bath, heat, automatic hotwater, City water, and sewerage.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court of Anne Arundel County. A deposit of $500.00 will be required of the purchaser at time and place of sale. The unpaid purchase money to bear interest at the rate of 6 per cent per annum from date of sale to date of settlement. All adjustments and expenses, including taxes, public charges of every nature and description, if any, to be adjusted as of date of sale. All documentary stamps to be paid by purchaser.

WM. I. WEINSTEIN, Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440

A-16

LIBER 142 PAGE 520

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 21st DAY OF August, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State AFORESAID, personally appeared Elmer T. Bach, 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 Prop. #342 Cresswell Rd A.A.Co. mentioned in the said Report of Sale.

Elmer T. Bach
Purchaser

Jack F. Billig
Notary Public

JACK F. BILLIG NOTARY PUBLIC 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 AUG 31 AM 8:52

14

REPORT OF SALE

LIBER 142 PAGE 521

OLD COURT SAVINGS &	*	IN THE
LOAN, INC.	*	CIRCUIT COUNTY
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY-
HOWARD M. ROMBERGER	*	IN EQUITY CASE # 1505-6

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

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

The Report of Sale of William I. Weinstein, Trustee appointed by the decree in the above entitled cause, to make sale of 342 Cresswell Road, North Linthicum in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, William I. Weinstein did pursuant to said notice on Tuesday, August 21, 1962 at 2 O'clock p.m. attend on the premises and then and there sold property to Elmer T. Bach at and for the price of $7,500.00 in fee simple, he being the highest bidder.

William I. Weinstein, Trustee

922-3357

State of Maryland, City of Baltimore

I HEREBY CERTIFY, That on this 30th day of August 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the city of Baltimore aforesaid, personally appeared William I. Weinstein, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

FILED

1962 AUG 31 AM 9:52

As witness my hand and Notarial Seal

Notary Public

15

ORDER NISI

OLD COURT SAVINGS & LOAN, INC.

versus

HOWARD M. ROMBERGER

LIBER 142 PAGE 522

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,056 Equity

Ordered, this 31st day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by William I. Weinstein, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of October next.

The report states that the amount of sale was $ 7,500.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

William I. Weinstein, Atty.

Maryland Gazette (for Sept. 6 edition)

(Final Order)

OLD COURT SAVINGS & LOAN, INC.

versus

HOWARD M. ROMBERGER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of October, 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 OCT -9 AM 10:26

16

LIBER 142 PAGE 523

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,056 Equity
OLD COURT SAVINGS & LOAN, INC.
VERSUS
HOWARD M. ROMBERGER

Ordered, this 31st day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by William I. Weinstein, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of October next.

The report states that the amount of sale was $7,500.00

LOUIS N. PHIPPS Clerk

True Copy, TEST:
LOUIS N. PHIPPS Clerk

S-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,056

Howard M. Romberger

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 October, 1962. The first insertion being made the 6th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1962 SEP 28 PM 4:17

17

LIBER 142 PAGE 524

In the Case of

OLD COURT SAVINGS AND LOAN, INC.

VS.

HOWARD M. ROMBERGER

In the

Circuit Court

For

Anne Arundel County

No. 15,056 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 OCT 26 PM 2:11

All of which is respectfully submitted.

October 26, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of November, 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: B Fitzhugh, deputy

FILED

1962 NOV 14 AM 9:40

18

19

Dr. OLD COURT SAVINGS AND LOAN, INC. vs. HOWARD M. ROMBERGER

LIBER 142 PAGE 525

In Acct. with WILLIAM I. WEINSTEIN, Trustee

					Cr.	
1962						
Aug.	21	Proceeds of Sale	7,500	00		
		Interest on deferred payment of $7,000.00				
		from 8/21/62 to 10/16/62	64	25	7,564	25
		State and County taxes adjusted 8/21/62 to 12/31/62	52	20	52	20
					7,616	45
		To Trustee for fee, viz:	150	00		
		To Trustee for Commissions, viz:	256	93	406	93
		To Trustee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	34	75		
		Auditor - stating this account	30	00	74	75
		To Trustee for expenses, viz:				
		Maryland Gazette - Advertising sale	68	28		
		Maryland Gazette - Order nisi, sale	15	00		
		The Sunpapers - Advertising sale	22	20		
		A.J.Billig & Co. - Auctioneer fee	247	50		
		New Amsterdam Casualty Co.-Bond premium	30	00		
		Mary Virginia Smithson - Notary fees	1	50		
		A.J. Billig & Co. - Notary fees	1	00	385	48
		Old Court Savings and Loan, Inc.				
		In full for Mortgage claim filed	6,090	00		
		Interest on principal balance of $6,000.00 from 7/1/62 to 11/10/62 - 133 days @ 6%	133	00	6,223	00

		To Old Colony Insurance Company this				
		balance on account of claim filed for				
		Judgment, Interest and Court Costs	526	29	526	29
					7,616	45

LIBER 142 PAGE 527

OTHO E. GILBERT Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
REX HIGGINS AND MARGARET HIGGINS, his wife	:	(in Equity) No. 15095 Equity
: : : : : : :		

Mr. Clerk:

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

1. Original Mortgage from the said Rex Higgins and Margaret Higgins, his wife to The Dorsey Building and Loan Asso., Inc. dated October 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 975, folio 572.

Otho E. Gilbert

Otho E. Gilbert
Attorney named in Mortgage

1017 Fidelity Building
Baltimore 1, Maryland
SA 7-8471

FILED

1962 JUL 24 AM 9:28

S.S.
1.10
No. 15,695 Equity

LIBER 142 PAGE 528
LIBER 975 PAGE 572

This Mortgage, Made this 26th day of October

in the year one thousand nine hundred and fifty-five between REX HIGGINS and MARGARET HIGGINS, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and the THE DORSEY BUILDING AND LOAN ASSO., INC. a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

RECORDATION TAX ACT $1.10

being members of the said body corporate have received therefrom an advance of One Thousand ($1000.00) - Dollars on ten (10) shares of 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 Mortgagors

do grant unto the said Mortgagee,

and its successors and assigns, all that lot piece or parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland,

and described as follows:

BEGINNING for the same at a point on the southwest side of Orchard Avenue at the distance of one hundred feet southeasterly from the southeast corner of Orchard and Apple Avenues as shown on the plat of Champion Forest hereinafter referred to, and running thence southeasterly binding on the southwest side of Orchard Avenue one hundred feet to the dividing line between lots 87-G and 87-A on said plat, running thence southwesterly parallel with Apple Avenue and binding on the dividing line between lots 87-G and 87-A and on the dividing line between lots 87-F and 87-B on said plat two hundred feet to a point on the dividing line between lots 87-E and 87-F on said plat, thence northwesterly binding on said dividing line one hundred feet, thence northeasterly two hundred feet to the place of beginning. Being the southeasternmost one-half of lots 87-F and 87-G, as shown on the Plat of Champion Forest, which plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5, folio 32, now Plat Book No. 11 folio 14.

BEING the same lot of ground which by a Deed dated April 18, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 749 folio 560 was granted and conveyed by William J. Blum and Jacqueline D. Blum, his wife, unto the within named Mortgagors.

Plaintiff's Exhibit A

FILED

1962 JUL 24 AM 9:28

2

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part 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 successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns bi-weekly, the sum of fifty cents on each of said 10 shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said 10 shares, and also to pay weekly, the sum of twenty-four cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and sixty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

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

WITNESS the hands and seals of the said Mortgagors

TEST:

Otho E. Gilbert
OTHO E. GILBERT

Rex Higgins (SEAL)
Rex Higgins

Margaret Higgins (SEAL)
Margaret Higgins

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY SS:

I HEREBY CERTIFY, that on this 26th day of October in the year one thousand nine hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Rex Higgins and Margaret Higgins, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Frederick D. Powell, President of The Dorsey Building and Loan Asso., 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.

AS WITNESS my hand and Notarial Seal.

Otho E. Gilbert
Otho E. Gilbert, Notary Public

Rec'd for record Oct. 27, 1955, at 9:50 AM.
Per George T. Cromwell, Clerk.
Mailed to Otho E. Gilbert

LIBER 142 PAGE 531

OTHO E. GILBERT,

Attorney named in Mortgage
Plaintiff

VS.

REX HIGGINS AND

MARGARET HIGGINS, his wife
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. 20, Folio 275.

Case No. 15,095

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ CITY, To Wit:

I HEREBY CERTIFY that on this 23rd day of July, 1962 before me, the subscriber, a Notary Public in and for the State of Maryland, ~~County~~ City of Baltimore, personally appeared Otho E. Gilbert 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(s) ~~is~~ are not in the Military service of the United States.

(2) Said Defendant(s) ~~is~~ are not in the Military service of any nation allied with the United States.

(3) Said Defendant(s) ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act.

(4) Said Defendant(s) ~~is~~ are not a members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Otho E. Gilbert
OTHO E. GILBERT Affiant

Patrick J. Coughlin, Jr.
Notary Public

PATRICK J. COUGHLIN, JR.

NOTARY PUBLIC PATRICK J. COUGHLIN, JR. BALTIMORE, MD.

FILED

1962 JUL 24 AM 9:28

500—1-54.

OTHO E. GILBERT,

Attorney named in Mortgage

VS.

REX HIGGINS AND

MARGARET HIGGINS, his wife

LIBER 142 PAGE 532

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 15, c 95 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Dorsey Building and Loan Asso., Inc.

under the mortgage from Rex Higgins and Margaret Higgins, his wife

to The Dorsey Building and Loan Asso., Inc.

dated the 26th day of October 1955, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 975 Folio 572

Principal Balance	$664.50
Interest to 7/23/62	15.96
Overdraft in Expense Account	107.50
	$787.96

10.90

STATE OF MARYLAND, ~~COUNTY~~ City OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of July 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~~ ~~City~~ of Baltimore County, personally appeared Raymond L. Johenning, Sr., Secretary of The Dorsey Building and Loan Asso., Inc.

the ~~Complainant~~ Mortgagee 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.

OTHO E. GILBERT NOTARY PUBLIC BALTO. COUNTY MD.

WITNESS my hand and Notarial Seal: Otho E. Gilbert Notary Public

OTHO E. GILBERT

FILED

1962 JUL 24 AM 9:28

Bond No. 76 36 720

LIBER 142 PAGE 533

Fidelity and Deposit Company

LIBER 11 PAGE 432

HOME OFFICE OF MARYLAND BALTIMORE 3

No 15,095 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Otho E. Gilbert, 1017 Fidelity Building
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 Five Hundred and 00/100 ($1,500.00) ---------
---------- 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 6th day of September in the year of our Lord 1962

Whereas, the above bounden Otho E. Gilbert

by virtue of the power contained in a mortgage from Rex Higgins and Margaret Higgins, his wife
to The Dorsey Building and Loan Association, Inc.
bearing date the 26th day of October, 1955 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 975 Folio 572 and Otho E. Gilbert

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 Otho E. Gilbert

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 Otho E. Gilbert

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:

Patrick J. Coughlin Jr. — PATRICK J. COUGHLIN, JR.

Otho E. Gilbert (SEAL)
Otho E. Gilbert

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter — *As to Surety*

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

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

Bond approved this 7th day of Sept., 1962

Louis N. Phipps, Clerk

1962 SEP -7 P.M.

OTHO E. GILBERT	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR ANNE ARUNDEL COUNTY
vs.	:	In Equity
REX HIGGINS and	:	Equity Docket No. 20, folio 275
MARGARET HIGGINS, his wife	:	No. 15095

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Otho E. Gilbert, Attorney named in Mortgage from Rex Higgins and Margaret Higgins, his wife, to The Dorsey Building and Loan Association, Incorporated, dated October 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 975, folio 572, and filed in the above entitled case to make sale of the fee simple property described in said mortgage filed in the proceedings in said cause mentioned respectfully shows:

That after giving bond with security for the faithful discharge of his trust 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, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Friday, the 7th day of September, 1962, at 3:00 P.M. attend on the premises and then and there sold the fee simple lot of ground and improvements thereon situate on the southwest side of Orchard Avenue and known as the southeasternmost one-half of Lots 87F and 87G, as shown on the Plat of Champion Forest, near Jessup, Fourth Election District, Anne Arundel County, Maryland, and fully described in the mortgage above referred to unto Lacy Forster at and for the sum of Fifteen Hundred Twenty-five Dollars ($1525.00) in fee simple.

By Terms of Sale, a cash deposit of Five Hundred Dollars ($500.00) was required of the purchaser at the time and place of sale, balance to bear interest from day of sale to day of settlement and taxes and all other expenses, including Sanitary District charges, if any, are to be adjusted to day of sale.

Otho E. Gilbert

Otho E. Gilbert
Attorney named in Mortgage

FILED
1962 SEP 11 AM 9:27

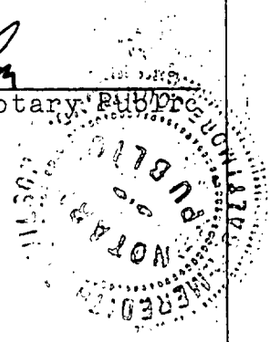
9

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Otho E. Gilbert, 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.

AS WITNESS my hand and Notarial Seal.

Meredith R. Wilson, Notary Public



ORDER NISI

LIBER 142 PAGE 536

OTHO E. GILBERT,
ATTORNEY NAMED IN MORTGAGE

versus

REX HIGGINS and
MARGARET HIGGINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,095 Equity

Ordered, this 11th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by Otho E. Gilbert, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of October next.

The report states that the amount of sale was $1,525.00

Louis N. Phipps Clerk.

True Copy,

TEST: Louis N. Phipps Clerk.

Otho E. Gilbert, Atty. 1017 Fidelity Bldg. Balto., Md.
(Final Order)

MARYLAND GAZETTE Sept. 13th Edition

OTHO E. GILBERT,
ATTORNEY NAMED IN MORTGAGE

versus

REX HIGGINS and
MARGARET HIGGINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of October, 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 OCT 16 PM 3:55

LIBER 142 PAGE 537

OTHO E. GILBERT ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
vs.	:	In Equity
REX HIGGINS and MARGARET HIGGINS, his wife,	:	Equity Docket No. 20, folio 275, No. 15095

PURCHASERS AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Lacy E. Forster, 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) [redacted], and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Lacy E. Forster (SEAL)
Purchaser
Lacy E. Forster

Notary Public
Henry E. Miller

12

OTHO E. GILBERT
Solicitor
1017 Fidelity Building
Baltimore 1, Maryland

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Rex Higgins and Margaret Higgins, his wife, to The Dorsey Building and Loan Asso., Inc., dated October 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 975, folio 572 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Friday,
September 7, 1962
at 3:00 O'clock P.M.

all that fee simple lot of ground situate and lying in the Fourth Election District, near Jessup, Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at a point on the southwest side of Orchard Avenue at the distance of 100 feet southeasterly from the southeast corner of Orchard and Apple Avenues as shown on the plat of Champion Forest hereinafter referred to, and running thence southeasterly binding on the southwest side of Orchard Avenue 100 feet to the dividing line between Lots 87-G and 87-A on said plat, running thence southwesterly parallel with Apple Avenue and binding on the dividing line between Lots 87-G and 87-A and on the dividing line between Lots 87-F and 87-B on said plat 200 feet to a point on the dividing line between Lots 87 E and 87-F on said plat, thence northwesterly binding on said dividing line 100 feet, thence northeasterly 200 feet to the place of beginning. Being the southeasternmost one-half of Lots 87-F and 87-G, as shown on the Plat of Champion Forest, which plat was formerly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5, folio 32, now Plat Book No. 11, folio 14.

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

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

The improvements consist of a one story concrete block and frame dwelling containing 5 rooms forced air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the 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.

OTHO E. GILBERT
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

S-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 538

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1962

We hereby certify, that the annexed

Attorney's Sale

Rex Higgins,

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 September, 1962. The first insertion being made the 16th day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962
SEP 14 PM 12:00

By H. Tilghman

LIBER 142 PAGE 539

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,095 Equity
OTHO E. GILBERT
-Attorney named in Mortgage
VERSUS
REX HIGGINS and
MARGARET HIGGINS, his wife

Ordered, this 11th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by Otho E. Gilbert, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of October next.

The report states that the amount of sale was $1,525.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

0-4.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,095

Rex Higgins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of October, 1962. The first insertion being made the 13th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 25504

1962 OCT -9 PM 2:26

14

LIBER 142 PAGE 540

In the Case of

OTHO E. GILBERT ATTORNEY NAMED IN MORTGAGE

VS.

REX HIGGINS and

MARGARET HIGGINS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,095 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.

November 9, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of November, 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.

Louis N. Phipps

Clerk

Per: _____, deputy

FILED

1962 NOV 27 AM 10:52

15

16

Dr. Mortgaged Real Estate of Rex Higgins & Margaret Higgins, his wife

In Acct. with Otho E. Gilbert, Attorney named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale, filed	1,525 00		
By	Interest, 6%, on deferred payment, $1025.00, 9/7/62 to 10/26/62	8 55		
By	Adjustment, 1962 Real Estate Taxes, 3 months 24 days	23 99		
By	Refund fire insurance premium	37 46		
			1,595	00
To	Attorney, for fee, viz.	75 00		
To	Attorney for commissions, viz.	77 38		
			152	38
To	Attorney, for court costs, viz.			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	29 75		
	Auditor, this account	30 00		
			69	75
To	Attorney, for disbursements, viz.			
	Capital-Gazette Press, Inc.			
	Advertisement & Nisi - Sale	100 76		
	Fidelity & Deposit Co. of Md.-bond	10 00		
	E. T. Newell & Company, Inc.			
	Auctioneer's fee 71.00			
	Advertising - Sun 35.30	106 30		
			217	06

	To	The Dorsey Building & Loan Associ-				
		ation, Inc. Mortgagee, in full, for				
		Mortgage claim	787	96		
		Interest, 6%, on principal balance				
		$772.00 from 7/23/62 to 10/23/62	11	58		
					799	54
	To	Vermont Federal Savings & Loan				
		Association, on account of judgment				
		claim filed			356	27
					1,595	00

17

LIBER 142 PAGE 543

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MICHAEL N. BESBIEL, and MARGARET A. BESBIEL, his wife
111 Forestdale Avenue
Glen Burnie, Maryland
Plaintiffs

vs

WILLIAM ROSS, and CARRIE ELIZABETH ROSS, his wife
2552 West Pratt Street
Baltimore, Maryland
Defendants

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

IN EQUITY

EQUITY NO. 15,026

Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" (Liber G.W. No. 60) (Folio 50)

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiffs complaining say:

1. That they are the owners of record of Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" and bring this action for the purpose of foreclosing the rights of redemption in and to the properties as hereinafter set forth under and by virtue of Sections 70-116, inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland 1957 Edition.

2. That on the First day of March 1938 the Plaintiffs herein purchased from the County Commissioners of Anne Arundel County Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights". That subsequently a deed from C. Albert Hodges and the County Commissioners of Anne Arundel County was Recorded by the Plaintiffs herein in Liber F.A.M. 176, folio 296. That subsequently William F. Perletz acting Treasurer and Collector of Taxes for the State of Maryland and the County of Anne Arundel and successor to C. Albert Hodges issued a certificate of Tax Sale

FILED

1962 JUN -5 PM 1:19

Number 3205 covering four lots situated at Woodlawn Fifth Election District and assessed to William Ross.

3. That the said Tax Sale Certificate as hereinabove set forth, to wit: Number 3205 dated October 14, 1935, setting forth the aforesaid sale to your Plaintiffs, is attached hereto and filed herewith as "Plaintiffs Exhibit No. One", and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals; (1) That William Ross and Carrie Elizabeth Ross, his wife are owners of Record of Lots Nos. 34, 36, 38, & 40, of Block 6, as shown on a Plat entitled "Woodlawn Heights", which Plat is Recorded among the Land Records of Anne Arundel County in Liber GW Number 60.

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

6. That the Plaintiffs purchased the hereinabove described lots from the County Commissioners of Anne Aruddel County on March 1, 1938, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, to the Commissioners of Anne Arundel County and the Plaintiff bid and paid for the aforesaid Tax sale Certificate Thirty Six Dollars and ~~Xxx~~ Seventy eight cents.

7. That the amount necessary for the redemption is Thirty Six Dollars and Seventy Eight Cents ($36.78) plus Taxes to date penalties interest and the total disbursements of the holder of the Certificate of Tax Sale and Costs on the Above certificate.

TO THE END THEREORE, Your Plaintiffs Pray:

1. That Writs Subpoenae be issued and served upon the Defend-

ants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an order of Publication be granted unto Your Plaintiffs directed to the Defendants and to all parties an interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

3. That this Court enter a final Decree foreclosing all Right of Redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

4. That the Final Decree herein provide that the Treasurer of Anne Arundel County execute to the Plaintiffs a deed to the property herein involved vesting in the Plaintiffs a good and marketable Title, indefeasible and absolute, in fee simple and free and clear of any and all leins claims and encomberances to date of said decree.

5. And for such other and further relief as the nature of this case may require.

AND as in Duty Bound, etc.

Michael N. Besbiel
Michael N. Besiel

Margaret A. Besbiel
Margaret A. Besbiel

Joseph W. Hoy
Solicitor for Plaintiffs
416 North Ritchie Highway
Glen Burnie, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Michael N. Besbiel and Margaret A. Besbiel, his wife, being duly sworn deposes and says, that they are the Plaintiffs herein and thatthey have read the foregoing Bill Of Complaint, by them signed, and know the contents thereof and verily believes the same to be true to the best of their knowledge and belief.

SUBSCRIBED and SWORN to before me this 23rd day of April. 1962.

Joseph W. Hoy
Notary Public

LIBER 142 PAGE 546

No. 3205 CERTIFICATE OF TAX SALE

I, Wm. F. Perlitz acting Treasurer successor to C Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to C. A. Co. Comm. at public auction for the sum of 36. Dollars and 08 Cents, of which 36-08 Dollars has been paid as a deposit on the property in Dist 5 described as 4 Lots situated at Woodlawn

and assessed to William Ross.

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 15, 1936, 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 ..... day of ..... 19.....

Wm. F. Perlitz
WM. F. PERLITZ, Collector.
Acting Treasurer

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of ~~October~~ MARCH, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, William F. Perlitz Acting, 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. Gross
Notary Public.

My Commission Expires May 6, 1963

FILED
1962 JUN -5 PM 1:19

4

To The Clerk, County Commissioners
for Anne Arundel County

LIBER 142 PAGE 547

This is to certify that all taxes on the account No. 6-000-07365400, under the name of William Ross have been paid through December 31, 1962.

William F. Perlitz
Acting Treasurer

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County, a body politic of the State of Maryland, and the original purchaser of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, hereby assigns all of its right, title and interest in and to said Certificate of Tax Sale and in and to all of the real estate described thereon to MICHAEL N. BESBIEL and MARGARET A. BESBIEL, His Wife tenants by the entireties, in a deed dated March 1st,1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 176 Folio 296.
WITNESS the name of said County Commissioners of Anne Arundel County by Frank W. Wilde, its president, and its seal hereto affixed and attested by LUCY F. LOSKOSKY, its Clerk.

ATTEST:

Lucy F. Loskosky - Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

LIBER 142 PAGE 548

THIS DEED, made this 1st day of March, 1938, by and between C. Albert Hodges, late County Treasurer of Anne Arundel County, party of the first part, the County Commissioners of Anne Arundel County, a body corporate, party of the second part, and Michael N. Besbiel and Margaret A. Besbiel, his wife, parties of the third part, of Anne Arundel County, State of Maryland.

WHEREAS, default having been made in the payment of State, County and School Taxes due and owing on the property hereinafter mentioned for the years 1931, 1932, 1933 and 1934, and assessed to William Ross, and the said C. Albert Hodges, late County Treasurer and Collector of State, County and School taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the property hereinafter mentioned and described to enforce the payment of said taxes so in default.

AND WHEREAS on the 17th day of October, 1935, the said C. Albert Hodges, late County Treasurer, sold said property hereinafter described, at public sale to the County Commissioners of Anne Arundel County at and for the sum of Thirty-six dollars and seventy-eight cents ($36.78), it being then and there the highest bidder therefor,

AND WHEREAS said sale was duly reported to the Circuit Court for Anne Arundel County and after due publication of an Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on February 24, 1938, and the said C. Albert Hodges, late County Treasurer, is authorized by law, to execute this deed.

AND WHEREAS the said County Commissioners of Anne Arundel County, a body corporate, has sold all its right, title and interest in said property unto the said purchasers.

FILED

1962 JUN -5 PM 1:19

6

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the third part to the said party of the first part and the said party of the second part, the receipt whereof is hereby acknowledged, the said parties of the first and second part do hereby grant and convey unto the said Michael N. Besbiel and Margaret A. Besbiel, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple, all those lots numbered 34, 36, 38, and 40 in Block 6, of Woodlawn Heights, Fifth Election District of Anne Arundel County, as shown on a Plat and survey by C. W. Gould, Surveyor, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 60, folio 50. Being the same property which was conveyed to William Ross by The Maryland Electric Railway Company, a body corporate, et al. by deed dated July 2, 1908, and recorded among the Land Records of the aforesaid County in Liber G. W. No. 61, folio 128.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Michael N. Besbiel and Margaret A. Besbiel, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple forever.

WITNESS the hand and seal of C. Albert Hodges, late Treasurer of Anne Arundel County, witness also the signature of Thomas J. Cullimore, President of the County Commissioners, a body corporate and the corporate seal thereof duly affixed and attested by its Clerk.

Test:

Lucy F. Zisinsky

C. Albert Hodges (SEAL)
Late Treas. of A. A. County.

Attest:

R. Harry Arnold
Clerk.

County Commissioners of Anne Arundel County, a body corporate.

By Thomas J. Cullimore
President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of March, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County, and duly acknowledged the aforegoing instrument to be his act and DEED and at the same time also personally appeared Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

Notary Public

OK P. A. Hodges

Ex D-E-E-D

From OK 1938 C.

C. Albert Hodges, late County Treasurer and County Commissioners of A. A. County, a body corporate. 131

To

Michael N. Besbiel and

Margaret A. Besbiel, his wife.

Lots 34,36,38 & 40 Blk. 6 of Woodlawn Heights, 5th Election District of A. A. County, Md.

Received for Record 2 day of March 1938, at 11 o'clock M and same day recorded in Liber F. A. M. No 176, Folio 296 Land Records of Anne Arundel County, Frank M. Munster Clerk

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

2.50
.50
.10

LIBER 142 PAGE 551

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MICHAEL M. BESBIEL, and MARGARET A. BESBIEL, his wife
111 Forestdale Avenue
Glen Burnie, Maryland
Plaintiffs

IN EQUITY

EQUITY NO. 15,026

vs

WILLIAM ROSS, and CARRIE ELIZABETH ROSS, his wife
2552 West Pratt Street
Baltimore, Maryland
Defendants

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

Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" (Liber G.W. No. 60) (Folio 50)

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in the Fifth Election District of Anne Arundel County, and sold on the 1st day of March, 1938, by Albert C. Hodges, late County Treasurer and Collector of taxes for the State of Maryland, and Anne Arundel County, to Michael M. Besbiel and Margaret A. Besbiel, his wife, for taxes due and in arrears by deed dated March 1st, 1938, and Tax Sale Certificate No. 3205 and assessed and described on the books of Assessment and Taxation as follows:

Certificate No. 3205 lots numbers 34,36,38 & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" and assessed to William Ross and Carrie Elizabeth Ross, his wife, and sold to the Plaintiffs for the sum of $36.78 which has been paid.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale March 1, 1938.

FILED

1962 JUN -5 PM 1:19

It is thereupon this 5th day of June ,1962, by the Circuit Court in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some news paper having a general circulation in Anne Arundel County once a week for four successive weeks before the 9th day of August ,1962, warning the said William Ross and Carrie Elizabeth Ross, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property to be and appear in this Court on or before the 9th day of August ,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 Plaintiffs, Michael N. Besbiel and Margaret A. Besbiel, his wife, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

Joseph Hoy, Atty.
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY, MARYLAND

IN EQUITY NO. 15,026

MICHAEL N. BESBIEL, and
MARGARET A. BESBIEL, his
wife
111 Forestdale Avenue
Glen Burnie, Maryland
Plaintiffs

vs

WILLIAM ROSS. and CARRIE
ELIZABETH ROSS, his wife
2552 West Pratt Street
Baltimore, Maryland
Defendants

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

Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" (Liber G. W. No. 60) (Folio 50).

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in the Fifth Election District of Anne Arundel County, and sold on the 1st day of March, 1938, by Albert C. Hodges, late County Treasurer and collector of taxes for the State of Maryland, and Anne Arundel County, to Michael N. Besbiel and Margaret A. Besbiel, his wife, for taxes due and in arrears by deed dated March 1st, 1938, and Tax Sale Certificate No. 3205 and assessed and described on the books of Assessment and Taxation as follows:

Certificate No. 3205 lots numbers 34, 36, 38 & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" and assessed to William Ross and Carrie Elizabeth Ross, his wife, and sold to the Plaintiffs for the sum of $36.78 which has been paid.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale March 1, 1938.

It is thereupon this 5th day of June, 1962, by the Circuit Court 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 9th day of August, 1962, warning the said William Ross and Carrie Elizabeth Ross, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property to be and appear in this Court on or before the 9th day of August, 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 Plaintiffs, Michael N. Besbiel and Margaret A. Besbiel, his wife, a title free and clear of all encumbrances.

George T. Cromwell
Clerk.

TRUE COPY TEST
George T. Cromwell
Clerk

To June 28

OFFICE OF

The ANNE ARUNDEL STAR

LIBER 142 PAGE 553

GLEN BURNIE, MD., June 28, 1962

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication
Equity No. 15026

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 9th day of August 1962, that is to say the same was inserted in the issues of June 7,14,21,28, 1962

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Edith Gillmore

1962 OCT 22 P 19 35

MICHAEL N. BESBIEL, and
MARGARET A. BESBIEL, his wife

LIBER 142 PAGE 554

vs.

AFFIDAVIT OF NON-MILITARY SERVICE

WILLIAM ROSS and
CARRIE ELIZABETH ROSS, his wife.

EQUITY NO. 15026

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 19th day of October, 19 62, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Joseph W. Hoy, attorney for plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
are at least sixty years of age and are to the best of his knowledge and belief,

~~and~~ 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 nineteenth day of October, 19 62.

MARIE P. LOWMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD. Notarial Seal

Marie P. Lowman,
Marie P. Lowman, *Notary Public.*

My Commission will expire on: May 6, 1963.

Filed,

FILED
1962 OCT 22 AM 10:15

12

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MICHAEL N. BESBIEL, and MARGARET A. BESBIEL, his wife 111 Forestdale Avenue Glen Burnie, Maryland Plaintiffs	+	IN EQUITY EQUITY NO. 15,026
vs.	+	
WILLIAM ROSS, and CARRIE ELIZABETH ROSS, his wife 2552 West Pratt Street Baltimore, Maryland Defendants	+	
AND any and all persons having or claiming to have any interest in the following described real-estate located in the Fifth Election District of Anne Arundel County, to wit:	+	

Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" (Liber G. W. No. 60) (Folio 50)

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Star, a newspaper of general publication in Anne Arundel County, Maryland, as prescribed by said Order, against all the defendants named herein and all persons having or claiming to have any interest in the real estate therein described, as assessed to the said defendants and sold to the plaintiffs by deed dated March 1, 1938, for taxes due and in arrears, tax sale certificate No. 3205 having been subsequently issued as provided by law.

And it further appearing that subpoenas issued out of this Court directed to the defendants, William Ross and Carrie Elizabeth Ross, his wife, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that all the aforesaid defendants have failed to enter their appearance herein in person or by Solicitor, and failed to file an answer to the Bill of Complaint, and the time within which said

defendants could so appear and file an Answer having now expired, it is, thereupon, this 22nd day of October, 1962, by the Circuit Court for Anne Arundel County in Equity, A

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be and the same is hereby taken pro confesso against the said defendants and all persons having or claiming to have any interest in the real estate therein described as the same is assessed to the said defendants and described on the books of the County Treasurer, and sold as aforesaid to the plaintiffs on March 1, 1938.

O. Bruce Duckett

JUDGE

FILED

1962 OCT 23 AM 9:58

14

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND

MICHAEL N. BESBIEL, and MARGARET A. BESBIEL, his wife 111 Forestdale Avenue Glen Burnie, Maryland	*	IN EQUITY
Plaintiffs	*	EQUITY NO. 15,026
vs.	*	
WILLIAM ROSS, and CARRIE ELIZABETH ROSS, his wife 2552 West Pratt Street Baltimore, Maryland	*	
Defendants	*	
AND any and all persons having or claiming to have any interest in the following described real-estate located in the Fifth Election District of Anne Arundel County, to wit:	*	

Lots Nos. 34, 36, 38, & 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" (Liber G.W. No. 60) (Folio 50)

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that the subpoenas issued out of this Court directed to the Defendants William Ross and Carrie Elizabeth Ross, his wife, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that an Order of Publication has been duly published in the Star, as required by law, against any and all persons having or claiming to have any interest in the property the subject of this suit.

And it further appearing that a Decree Pro Confesso was entered herein on October 23, 1962, against the Defendants, William Ross and Carrie Elizabeth Ross, his wife, and against any and all persons having or claiming to have an interest in the said property, and that non of the aforesaid parties, against whom the Decree Pro Confesso was entered, have entered their Appearance herein or filed an Answer in these proceedings,

it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 27th day of November, 1962,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, William Ross and Carrie Elizabeth Ross, his wife, 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 Plaintiffs in and to the following described property sold to the Plaintiffs on the 1st day of March, 1938, for taxes due and in arrears, to wit:

Certificate No. 3205 - Lots Nos. 34, 36, 38, and 40 of Block 6 as shown on a Plat entitled "Woodlawn Heights" recorded in Liber G.W. No. 60, Folio 50, said Lots being in the Fifth Election District and assessed to William Ross and Carrie Elizabeth Ross, his wife.

Free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County taxes, execute and deliver to Michael N. Besbiel and Margaret A. Besbiel, his wife, Plaintiffs in these proceddings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiffs 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 Plaintiffs pay the costs of these proceedings.

FILED
1962 NOV 27 PM 12:59

George Sachse
JUDGE

LIBER 142 PAGE 559

In the Matter of the	:	No. 15,027 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Claud E. Bentley and Mary K.	:	for
Bentley, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1962 JUN -6 AM 10:55

4933

LIBER 142 PAGE 560
BOOK 1459 PAGE 349

Purchase Money

This Mortgage,

made this 2nd day of March in the year one thousand nine hundred and sixty-one, between CLAUD E. BENTLEY and MARY K. BENTLEY, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

TEN THOUSAND TWO HUNDRED DOLLARS ----------($10,200.00)

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

By the payment of SEVENTY-FOUR DOLLARS ----------($74.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEING all that parcel of ground containing 0.517 acres of land, more or less, as more particularly described by metes and bounds in a deed from Paul I. Honor, Jr. and Mary C. Honor, his wife, to the within-named Mortgagors of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Dorothy P. McNew
Dorothy P. McNew

Claud E. Bentley (SEAL)
Claud E. Bentley

Mary K. Bentley (SEAL)
Mary K. Bentley

(SEAL)

4

5

LIBER 142 PAGE 563
BOOK 1459 PAGE 352

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 2nd day of March, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Claud E. Bentley and Mary K. Bentley, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Dorothy P. McNew

Dorothy P. McNew
NOTARY PUBLIC

My Commission expires

Rec'd for record Mar. 3 1961 at 2:34 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

CLAUD E. BENTLEY and
MARY K. BENTLEY, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record MAR 3 2 34 PM 1961
19 ..... at ..... o'clock ..... M.
Same day recorded in Liber J.H.G. No. 1459 folio 352 &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 11.00

(2)

LIBER 142 PAGE 564

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 4th day of June, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage from Claud E. Bentley and Mary K. Bentley, his wife to Loyola Federal Savings and Loan Association

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.)

Claud E. Bentley and Mary K. Bentley, his wife

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 4th day of June, 1962

Notarial Seal

Dorothy R. McNew
Notary Public

My Commission will expire on: May 6, 1963

Filed,

FILED
1962 JUN -6 AM 10:56

LIBER 142 PAGE 565

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Claud E. Bentley and Mary K. Bentley, his wife, dated March 2, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1459, Folio 349, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JULY 3, 1962

at 1:00 o'clock P.M.

ALL that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe here set on the 8th or North 06° 10' West, 900 foot line of that conveyance from The County Corporation of Maryland, et al, to Ernest S. Clark by deed dated February 1, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137, Folio 158, said pipe being distant along said line with meridian corrected North 12° 24' 20" East, 442.62 ft. from the point which marks the intersection of said line with the Northerly side of the County Road leading from Millersville to Waugh Chapel; thence from the point of beginning so fixed binding on part of said 8th line with meridian corrected as aforesaid, North 12° 24' 20" East, 150.03 ft. to an iron pipe here set; thence leaving said 8th line of the whole tract and running for a new line of division, South 76° 35' 10" East, 151.56 ft. to an iron pipe here set on the Westernmost side of a proposed 50 foot right-of-way; thence binding on said Westernmost side of said 50 foot right of way, South 13° 24' 50" West, 150 ft. to an iron pipe here set; thence leaving said 50 foot right of way and running for another new line of division, North 76° 35' 10" West, 148.91 ft. to the point of beginning. Containing 0.517 acres of land, more or less, according to a plat and survey made by James D. Hicks & Associates dated January 9, 1961, especially with the right of use in common with others of a 50 foot right of way leading from the lot herein described to the County Road.

BEING the same property conveyed unto Claud E. Bentley and Mary K. Bentley, his wife, by Paul I. Honor, Jr. and Mary C.

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1962 JUN -6 AM 10:56

Honor, his wife, by deed dated March 2, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1459, Folio 347.

The above property is improved by a one story frame dwelling, with modern conveniences.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: June 7th, 14th, 21th and 28th, 1962

Please send twenty-five handbills.

LIBER 142 PAGE 567

In the Matter of the	:	No. 15,027 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Claud E. Bentley and Mary K.	:	for
Bentley, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Claud E. Bentley and Mary K. Bentley, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated March 2, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1459, Folio 349.		$10,200.00
Less total amount paid on account of principal.	$147.77	
Less Credit Expense Account	102.28	
	$250.05	250.05
		$ 9,949.95
Plus interest to June 26, 1962		43.42
		$ 9,993.37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of June 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1962 JUN -6 AM 10:56

The Pennsylvania Insurance Company

A STOCK COMPANY

No. 15,027 Equity

LIBER 142 PAGE 568

BOND NO. 45 03 86

LIBER 11 PAGE 367

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of TEN THOUSAND TWO HUNDRED AND NO/100 ($10,200.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 25th day of June, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Claud E. Bentley and Mary K. Bentley, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 2nd day of March, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1459, Folio 349, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy O. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 26 day of June, 1962

George T. Cromwell, Clerk

FILED

1962 JUN 26 PM 4:24

10

Form 24 S831

8-61

ROBERT H. CAMPBELL - - - - - Auctioneer

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

LIBER 142 PAGE 569

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Claud E. Bentley and Mary K. Bentley, his wife, dated March 2, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1459, Folio 349, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 3, 1962

AT 1:00 O'CLOCK P.M.

ALL that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe here set on the 8th or North 06° 10' West, 900 foot line of that conveyance from The County Corporation of Maryland, et al, to Ernest S. Clark by deed dated February 1, 1935 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 137, Folio 158, said pipe being distant along said line with meridian corrected North 12° 24' 20" East, 442.62 ft. from the point which marks the intersection of said line with the Northerly side of the County Road leading from Millersville to Waugh Chapel; thence from the point of beginning so fixed binding on part of said 8th line with meridian corrected as aforesaid, North 12° 24' 20" East, 150.03 ft. to an iron pipe here set; thence leaving said 8th line of the whole tract and running for a new line of division, South 76° 35' 10" East, 151.56 ft. to an iron pipe here set on the Westernmost side of a proposed 50 foot right-of-way; thence binding on said Westernmost side of said 50 foot right of way, South 13° 24' 50" West, 150 ft. to an iron pipe here set; thence leaving said 50 foot right of way and running for another new line of division, North 76° 35' 10" West, 148.91 ft. to the point of beginning. Containing 0.517 acres of land, more or less, according to a plat and survey made by James D. Hicks & Associates dated January 9, 1961, especially with the right of use in common with others of a 50 foot right of way leading from the lot herein described to the County Road.

BEING the same property conveyed unto Claud E. Bentley and Mary K. Bentley, his wife, by Paul I. Honor, Jr. and Mary C. Honor, his wife, by deed dated March 2, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1459, Folio 347.

The above property is improved by a a one story frame dwelling, with modern conveniences.

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

For further particulars, apply to:

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

FILED
1962 JUL -9 PM 12:12

LIBER 142 PAGE 570

Annapolis, Maryland
July 3, 1962

I hereby certify that I have this third day of July 1962, sold the property described on the reverse hereof unto Paul I. Honor, Jr. and Mary E. Honor, his wife,

at and for the sum of TEN THOUSAND NINE HUNDRED FIFTY DOLLARS ($10,950.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this third day of July 1962 purchased from William W.Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of TEN THOUSAND NINE HUNDRED FIFTY DOLLARS ----------($10,950.00) and I/we hereby agree to comply with the terms of sale.

Paul I. Honor, Jr.

Mary C. Honor

FILED
1962 JUL -9 PM 12:12

LIBER 142 PAGE 571

In the Matter of the	: No. 15,027	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Claud E. Bentley and Mary K.	: for	
Bentley, his wife	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Claud E. Bentley and Mary K. Bentley, his wife, dated March 2, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1459, Folio 349, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, July 3, 1962, at 1:00 o'clock P.M., and then and there sold the said property to Paul I. Honor, Jr. and Mary C. Honor, his wife, at and for the sum of Ten Thousand Nine Hundred Fifty Dollars ($10,950.00), being at that figure the highest bidders therefor, said property described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe here set on the 8th or North 06° 10' West, 900 foot line of that conveyance from The County Corporation of Maryland, et al, to Ernest S. Clark by deed dated February 1, 1935 and recorded among the Land Records of Anne

Arundel County in Liber No. F.A.M. 137, Folio 158, said pipe being distant along said line with meridian corrected, North 12° 24' 20" East, 442.62 ft. from the point which marks the intersection of said line with the Northerly side of the County Road leading from Millersville to Waugh Chapel; thence from the point of beginning so fixed binding on part of said 8th line with meridian corrected as aforesaid, North 12° 24' 20" East, 150.03 ft. to an iron pipe here set; thence leaving said 8th line of the whole tract and running for a new line of division South 76° 35' 10" East, 151.56 ft. to an iron pipe here set on the Westernmost side of a proposed 50 foot right-of-way; thence binding on said Westernmost side of said 50 foot right-of-way, South 13° 24' 50" West, 150 ft. to an iron pipe here set; thence leaving said 50 foot right-of-way and running for another new line of division, North 76° 35' 10" West, 148.91 ft. to the point of beginning. Containing 0.517 acres of land, more or less, according to a plat and survey made by James D. Hicks & Associates dated January 9, 1961, especially with the right of use in common with others of a 50 foot right-of-way from the lot herein described to the County Road.

BEING the same property conveyed unto Claud E. Bentley and Mary K. Bentley, his wife, by Paul I. Honor, Jr. and Mary C. Honor, his wife, by deed dated March 2, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1459, Folio 347.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of July, 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

LIBER 142 PAGE 573

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
Claud E. Bentley and Mary K.	:	for
Bentley, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this third day of July 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Paul I. Honor, Jr.,

the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) he was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) he had not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

WITNESS:

William W. Townshend, Jr.

Paul I. Honor, Jr. (SEAL)

Mary E. Honor (SEAL)

WITNESS my hand and notarial seal.

William W. Townshend, Jr., Notary Public

FILED

1962 JUL -9 PM 12:12

15

ORDER NISI

LIBER 142 PAGE 574

In the Matter of the Mortgaged Real Estate of Claud E. Bentley and Mary K. Bentley, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,027 Equity

Ordered, this 9th day of July, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr. Attorney named in mortgage

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

The report states that the amount of sale was $10,950.00

George T. Cromwell Jr. Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. For the Maryland Gazette (July 12 Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Claud E. Bentley and Mary K. Bentley, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of August, 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 AUG 14 PM 12:39

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Claud E. Bentley and Mary K. Bentley, his wife, dated March 2, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1459, Folio 349, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 3, 1962 at 1:00 O'clock P.M.

ALL that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe here set on the 8th or North 06 degrees 10' West, 900 foot line of that conveyance from The County Corporation of Maryland, et al, to Ernest S. Clark by deed dated February 1, 1935, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137, folio 159, said pipe being distant along said line with meridian corrected North 12 degrees 24' 20" East, 442.62 ft. from the point which marks the intersection of said line with the Northerly side of the County Road leading from Millersville to Waugh Chapel; thence from the point of beginning so fixed binding on part of said 8th line with meridian corrected as aforesaid, North 12 degrees 24' 20" East, 150.03 ft. to an iron pipe here set; thence leaving said 8th line of the whole tract and running for a new line of division, South 76 degrees 35' 10" East, 151.56 ft. to an iron pipe here set on the Westernmost side of a proposed 50 foot right-of-way; thence binding on said Westernmost side of said 50-foot right of way, South 13 degrees 24' 50" West, 150 ft. to an iron pipe here set; thence leaving said 50 foot right of way and running for another new line of division, North 76 degrees 35' 10" West, 148.91 ft. to the point of beginning. Containing 0.517 acres of land, more or less, according to a plat and survey made by James D. Hicks & Associates dated January 9, 1961, especially with the right of use in common with others of a 50 foot right of way leading from the lot herein described to the County Road.

No. 17

BEING the same property conveyed unto Claud E. Bentley and Mary K. Bentley, his wife, by Paul I. Honor, Jr. and Mary C. Honor, his wife, by deed dated March 2, 1961 and recorded among the Land Records of Anne Arundel County in Liber C.T.C. 1459, Folio 347.

The above property is improved by a one story frame dwelling, with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

Ju-28

OFFICE OF 15,027

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 575

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1962

We hereby certify, that the annexed

Attorney's Sale

Claud E. Bentley

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 July, 1962. The first insertion being made the 7th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962
JUL 12 AM 11:33

By Hazel Tilghman

ENDORSEMENT CHANGING AMOUNT

No. 15,027 Equity

LIBER 142 PAGE 576

LIBER 11 PAGE 383

COMMERCIAL UNION / NORTH BRITISH
CU/NB
GROUP

THE PENNSYLVANIA INSURANCE COMPANY
(Name of Insurance Company, hereinafter called Company)

MORGAN & WARD
Producer

Bond No. 45 03 86

On behalf of CLAUD E. BENTLEY & MARY K. BENTLEY

In favor of WILLIAM M. TOWNHEND, JR.

It is agreed that the amount of this bond is changed from TEN THOUSAND TWO HUNDRED---------- Dollars ($ 10,200.00)

to TEN THOUSAND NINE HUNDRED AND FIFTY---------- Dollars ($ 10,950.00)

effective on and after the 25th day of June, 19 62.

It is understood and agreed that such change is made with the following express conditions and provisions:

Regardless of the number of years said bond shall continue in force and regardless of the number of anniversary premiums that may be payable or paid thereon, the Company's aggregate liability under said bond on account of acts or defaults committed subsequent to the effective date above stated shall not exceed not applicable Dollars,

and, subject to the foregoing, it is also further understood and agreed that in no event shall the Company's aggregate liability under said bond, and all continuation certificates thereon, on account of the aggregate of all acts or defaults committed during the entire period said bond has been and shall be in force, exceed the larger or largest amount for which said bond may at any time be or have been in force and if the penalty of said bond is hereby reduced, it is further agreed that the liability under said bond shall not exceed the amount to which it is hereby reduced unless notice of such loss is received by the Company within the period (counting from effective date stated above) allowed by said bond for notice of loss thereunder.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

Signed, sealed and dated this 16th day of July, 19 62.

Dorothy P. McNew

Principal

Accepted By _____
(Insured or Obligee)

THE PENNSYLVANIA INSURANCE COMPANY
Company

By _____

By John T. Molloy
Attorney in Fact

John T. Molloy

NOTE. This rider is to be executed in duplicate and one copy, accepted by the Insured or Obligee, to be returned to the Company.

Endorsement 7 to

Bond approved this 19 day of July, 19 62

[redacted], Clerk

Form 90327

FILED
1962 JUL 19 AM 11:11

18

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 577

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,027 Equity

In the Matter of the Mortgaged Real Estate of
CLAUDE E. BENTLEY and
MARY K. BENTLEY, his wife

Ordered, this 9th day of July, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr. Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of August next.

The report states that the amount of sale was $10,950.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

A-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,027 Claude E. Bentley was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of August, 1962 The first insertion being made the 12th day of July, 1962

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 29050 1962 AUG -8 PM 2:33 By Hazel Tilghman.

19

In the Case of LIBER 142 PAGE 578

In the Matter of the Mortgaged Real Estate of

Claud E. Bentley and Mary K. Bentley, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,027 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 27, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13 day of September, 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.

Louis N. Phipps

Clerk

Per: A Jankowski, deputy

FILED

1962 SEP 13 AM 9:24

20

21

Dr. In the Matter of the Mortgaged Real Estate of Claud E. Bentley and Mary K. Bentley, his wife,

In Acct. with William W. Townshend, Jr., Attorney

Cr.

1962						
July	3	Proceeds of Sales	10,950	00		
		Interest on deferred payment of $10,200.00				
		7/3/62 to 8/15/62	73	10	11,023	10
					11,023	10
		To Attorney for fee, viz;	100	00		
		To Attorney for commissions, viz:	360	69	460	69
		To Attorney for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	31	50		
		Auditor - stating this account	25	00	66	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	91	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	15	79		
		Robert H. Campbell - auctioneer fee	45	00		
		Penna. Insurance Co. - Bond premium	43	80		
		One-half cost documentary stamps	18	15		
		1962 County and State taxes $172.73				
		adjusted - 1/1/62 to 7/3/62	88	74		
		Dorothy P. McNew - Notary fees	1	50	318	98
		To Loyola Federal Savings & Loan Assn.				
		In Full Mortgage claim filed	9,993	37		
		Interest on principal balance of $9949.95 6/26/62 to 9/11/62 - 77 days @ 6%	125	97	10,119	34
		To Claud E. Bentley and Mary K. Bentley this surplus	57	59	57	59
					11,023	.10

LIBER 142 PAGE 580

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife	*	ANNE ARUNDEL COUNTY No. 15,128 Equity

* * * * * * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg.
Annapolis
Attorney for Plaintiff

FILED
1962 AUG -3 AM 11:37

PETITIONER'S EXHIBIT "A"

20205-80.
No. 15,128 Equity

FHA Form No. 9127-H
(For use under Section 203)
(With Service Charge)
(Effective May 1956)

LIBER 142 PAGE 581

MORTGAGE

BOOK 1449 PAGE 43

THIS MORTGAGE, Made this 29th- - - day of December- - - - -, A. D. 1960, by and between CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife, ----------

of Anne Arundel County, -----, in the State of Maryland, hereinafter called the Mortgagor, and VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, ---

[redacted]
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 SEVENTY-NINE HUNDRED FIFTY ---------- Dollars ($7,950.00---), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & three quarters per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, ----------, in Baltimore City, in the State of ---------- Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FIFTY DOLLARS AND NINE CENTS ----------[redacted] ($ 50.09 -----), commencing on the first day of February------, 1961, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January----------, 1986. 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—68345-3

BEING known and designated as Lot No. 24, Block G, on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County,. The improvements thereon being known as No. 5209 Wasena Avenue.

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 CHARLES McKINLEY WIMER and VIOLET M. WIMER, his wife, to CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife, the within Mortgagors.

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

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1962 AUG -3 AM 11:37

LIBER 142 PAGE 582

BOOK 1449 PAGE 44

TOGETHER WITH the following Chattels: range

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 SIXTY DOLLARS ($60.00) payable half-yearly on the 22nd 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 (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) A sum equal to one-twelfth of one ~~fourth~~ quarter of one per centum of the amount of the principal then remaining unpaid under said note as a service charge, to cover the expense of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance as provided for herein, and the other servicing costs in connection with this mortgage and the note secured hereby.

(*d*) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid 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 contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) service charge as set forth above;
(IV) interest on the note secured hereby; and
(V) amortization of the principal of said note.

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 **sixty 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 **sixty 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.

5

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 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:

Thomas E. Kelly Jr.
THOMAS E. KELLY, JR.

Charles E. Campbell [SEAL]
CHARLES E. CAMPBELL

Elizabeth M. Campbell [SEAL]
ELIZABETH M. CAMPBELL

[~~SEAL~~]

[~~SEAL~~]

STATE OF MARYLAND, CITY OF BALTIMORE --------- to wit: BOOK 1449 PAGE 47

I HEREBY CERTIFY, That on this 29th- - - - - - - - day of December- -, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, 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.

THOMAS E. KELLY, JR. NOTARY PUBLIC BALTIMORE, MD.

Thomas E. Kelly Jr.
THOMAS E. KELLY, JR. Notary Public.

My commission expires: May 1, 1961.

Rec'd for record Dec. 30, 1960, at 1:29 P.M.
Mailed to The Security Title Guarantee Corp. of Balto.

INDEX IN CHATTELS

SECTION 203
MORTGAGE WITH SERVICE CHARGE PROVISION
Designed for use as mortgage with annual service charge, where principal obligation does not exceed $6,650, to be insured under Section 203 of Title II of the National Housing Act, as amended.

STATE OF MARYLAND
Loan No.

MORTGAGE
CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife
TO
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record ,19 at o'clock M.
Same day recorded in Liber No. Folio , etc., one of the Records of and examined per 3209 WASENA AVE
Cost of Records, $ 1.00, Clerk.

Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder
No. Dated as amended
FEDERAL HOUSING COMMISSIONER
By Authorized Agent.
Date

1960 DEC 30 PM 1:29
RECORDED IN LIBER GTC
NO. 1449 FOLIO 43
GEO. ROMWELL, CLERK

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

LIBER 142 PAGE 585

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
CHARLES E. CAMPBELL and	*	ANNE ARUNDEL COUNTY
ELIZABETH M. CAMPBELL, his wife	*	No. 15,128 Equity

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Charles E. Campbell and Elizabeth M. Campbell, his wife, to Vermont Federal Savings and Loan Association dated December 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1449, Folio 43.

July 26, 1962

Charles E. Campbell & wife
5209 Wasena Avenue
Anne Arundel County

Amount of loan	$7,950.00
Interest	716.34
Property taxes	271.91
Water & Sewer Service Charge	15.70
Ground Rent	90.00
Fire Insurance	36.05
FHA Insurance	39.36
	$9,119.36
Less payments	- 1,393.51
	$7,725.85

VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

By _____
WILLIAM M. DEE, Secretary

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

I HEREBY CERTIFY that on this 26th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William M. Dee, Secretary of Vermont Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

_____
HERBERT C. MOORE Notary Public

FILED
1962 AUG -3 AM 11:37

6

LIBER 142 PAGE 586

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
CHARLES E. CAMPBELL and	*	ANNE ARUNDEL COUNTY
ELIZABETH M. CAMPBELL, his wife		

* * * * * * * * *

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

On this 10th day of SEPTEMBER, 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 Charles E. Campbell and Elizabeth M. Campbell, 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 Charles E. Campbell and Elizabeth M. Campbell, 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 SEP 14 PM 12:18

7

Bond No. 76 36 73

No. 15,128 Equity

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 11 PAGE 444

LIBER 142 PAGE 587

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 Eight Thousand and 00/100 ($8,000.00) ---------- 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 10th day of September 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 Charles E. Campbell and Elizabeth M. Campbell, his wife

to Vermont Federal Savings and Loan Association

bearing date the 29th day of December, 1960 and recorded among the mortgage records of Anne Arundel County

in Liber GTC No. 1449 Folio 43 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:

Joseph W. Janssens, Jr. — Joseph W. Janssens, Jr.

William C. Rogers (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter — Witness

By Joseph C. McHugh — Attorney-in-Fact

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

1962 SEP 14 PM 12:13

Bond approved this 14th day of September 1962

Lewis N. Phipps, Clerk

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

Attorney's Sale

Of Valuable Improved Leasehold Property

Under and by virtue of a power of sale contained in a Mortgage from Charles E. Campbell and Elizabeth M. Campbell, his wife to Vermont Federal Savings and Loan Association, dated December 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1449, folio 43, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at 5209 Wasena Avenue, Arundel Gardens, Brooklyn, on

Saturday, September 15, 1962 at 11 O'clock A.M.

That lot of ground in the 5th Election District of Anne Arundel County being known and designated as Lot No. 24, Block G, on the Plat of Section 1, Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5209 Wasena Avenue. Being the same property conveyed to said Mortgagors by Charles McKinley Wimer and wife, by Deed of Assignment dated December 29, 1960 and recorded in Liber GTC No. 1449, folio 41.

Subject to an annual ground rent of $60; subject also to pole agreements and restrictions of record.

IMPROVEMENTS: Two - story brick dwelling, with basement.

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

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

ROBERT H. CAMPBELL
Auctioneer

S-13

No. 15,128 Equity

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 588

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 17, 1962

We hereby certify, that the annexed

Attorney's Sale

Charles E. Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of September, 1962. The first insertion being made the 23rd day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Tilghman

FILED
1962
SEP 17 PM 2:25

No.

9

LIBER 142 PAGE 589

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

— OF VALUABLE IMPROVED —

Leasehold Property

AT ARUNDEL VILLAGE

Under and by virtue of a power of sale contained in a Mortgage from Charles E. Campbell and Elizabeth M. Campbell, his wife, to Vermont Federal Savings and Loan Association, dated December 29, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1449, folio 43, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at 5209 Wasena, Ave., Arundel Gardens, Brooklyn, on

SATURDAY, SEPTEMBER 15, 1962

AT 11 A. M.

That lot of ground in the 5th Election District of Anne Arundel County being known and designated as Lot No. 24, Block G, on the Plat of Section 1, Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5209 Wasena Avenue. Being the same property conveyed to said Mortgagors by Charles McKinley Wimer and wife, by Deed of Assignment dated December 29, 1960 and recorded in Liber G.T.C. No. 1449, folio 41.

Subject to an annual ground rent of $60; subject also to pole agreements and restrictions of record.

IMPROVEMENTS: Two-story brick dwelling, with basement.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. .Taxes and all other public charges to be adjusted to day of sale.

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

FILED

1962 SEP 21 PM 2:29

10

LIBER 142 PAGE 590

I hereby certify that I have this 15th day of September, 1962, sold the within described property to VERMONT 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 certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I certify that VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION has on this 15th day of September, 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 agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

7.50

FILED

1962 SEP 21 PM 2:29

LIBER 142 PAGE 591

Re: 5209 Wasena Avenue

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 15th day of September, 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, purchaser of said property at the foreclosure sale in this case (for) Vermont Federal Savings and Loan Association and made oath in due form of law that he is/~~are~~ the purchaser (~~s~~) of said property ~~as~~ ~~or~~ as agent for Vermont Federal Savings and Loan Association and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale

~~PURCHASER~~
WILLIAM C. ROGERS

PURCHASER

NOTARY PUBLIC
HERBERT C. MOORE

1962 SEP 21 PM 2:28

12

LIBER 142 PAGE 592

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
CHARLES E. CAMPBELL and	*	ANNE ARUNDEL COUNTY
ELIZABETH M. CAMPBELL, his wife	*	

* * * * * * *

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 5209 Wasena Avenue 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 Maryland Gazette , 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, September 15, 1962 at 11:00 A.M. attend on the premises and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Vermont Federal Savings and Loan Association, a body corporate, at and for the price of $7500.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

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

I HEREBY CERTIFY that on this 17th day of September, 1962 before me, a subscriber, a Notary public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE Notary Public

FILED
1962 SEP 21 PM 2:29

13

LIBER 142 PAGE 593

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

Attorney's Sale

Of Valuable Improved Leasehold Property

Under and by virtue of a power of sale contained in a Mortgage from Charles E. Campbell and Elizabeth M. Campbell, his wife to Vermont Federal Savings and Loan Association, dated December 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1449, folio 43, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at 5209 Wasena Avenue, Arundel Gardeus, Brooklyn, on

Saturday, September 15, 1962 at 11 O'clock A.M.

That lot of ground in the 5th Election District of Anne Arundel County being known and designated as Lot No. 24, Block G, on the Plat of Section 1, Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5209 Wasena Avenue. Being the same property conveyed to said Mortgagors by Charles McKinley Wimer and wife, by Deed of Assignment dated December 29, 1960 and recorded in Liber GTC No. 1449, folio 41.

Subject to an annual ground rent of $60; subject also to pole agreements and restrictions of record.

IMPROVEMENTS: Two - story brick dwelling, with basement.

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

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

ROBERT H. CAMPBELL
Auctioneer

S-13

ORDER NISI

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife

LIBER 142 PAGE 594

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,128 Equity

Ordered, this 21st day of September, 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 29th 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 29th day of October next.

The report states that the amount of sale was $ 7,500.00

Louis G. Phipps Clerk.

True Copy,

TEST: Clerk.

Winson G. Gott, Jr., Atty.

Maryland Gazette (for Sept. 27th edition)

(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 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.

1962 NOV -5 [illegible]

14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 142 PAGE 595

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,128 Charles E. Campbell

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 October, 1962 The first insertion being made the 27th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,128 Equity
WILLIAM C. ROGERS
Attorney named in Mortgage
VERSUS
CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife

Ordered, this 21st day of September, 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 29th 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 29th day of October next.

The report states that the amount of sale was $7,500.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk

O-18

No. E. C. 15

LIBER 142 PAGE 596

In the Case of

WILLIAM C. ROGERS, ATTORNEY NAMED IN MORTGAGE

VS.

CHARLES E. CAMPBELL and ELIZABETH M. CAMPBELL, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,128 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.

November 16, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4 day of December, 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.

Louis N. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED

1962 DEC -4 AM 11:08

16

Dr. Mortgaged Real Estate of Charles E. Campbell & Elizabeth M. Campbell, 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, 6%, on deferred payment,				
		$7000.00 from 9/15/62 to 11/8/62	61	91		
	By	Adjustment, 1962 Real Estate taxes				
		9/15/62 to 12/3/62	39	75		
					7,601	66
	To	Attorney for fee, viz.	100	00		
	To	Attorney for commissions, viz.	255	00		
					355	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	76	24		
		Speer Publication, Inc. - hand bills	18	29		
		Fidelity & Deposit Company - bond	16	00		
		Robert H. Campbell-Auctioneer's fee	35	00		
		½ Federal & State Revenue Stamps	12	38		
		Adjustment, ground rent 25 days	4	25		
					162	16
	To	Vermont Federal Savings & Loan				
		Association, Mortgagee, on account				

of Mortgage claim			7,024 00
			7,601 66
Balance due on Mortgage as per claim			
filed	7,725 85		
Interest, 5 3/4%, on principal			
balance, $7234.00, from 7/26/62 to			
12/3/62	146 72		
	7,872 57		
Credit amount allowed above	7,024 00		
This amount subject to decree in			
personam	848 57		