LIBER 143 PAGE 1

INEZ BRASHEARS
Box 458, Route 10,
Pasadena, Maryland, Plaintiff,

Vs.

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION
a body corporate
Benjamin E. Masters, Resident Agent
6F Alder Drive,
Middle River,
Baltimore County, Maryland
or
1017 Fidelity Building,
Baltimore-1, Maryland

BENJAMIN E. MASTERS
6F Alder Drive
Middle River, Baltimore County, Maryland,
or
1017 Fidelity Building,
Baltimore-1, Maryland

MURRAY FEIGIN
4911 Belle Avenue,
Baltimore-7, Maryland

GEORGE A. HEINFIELD
113 East Baltimore Street,
Baltimore, Maryland,

AS SURVIVING DIRECTORS, OFFICERS AND TRUSTEES of OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate (or former body corporate) of the State of Maryland;

AND any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: "OUT PARCEL 'B', as shown on a Plat of Blossom Hills, Section 1, 2nd. Amendment, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29 page 34.

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

In Equity

Equity No. 15,046

1962 JUN 21 PM 1:49

FILED

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, Complaining, says:

1. That your Oratrix brings this action for the purpose of foreclosing all rights of redemption in and to the property hereinafter mentioned and described, under and by virtue of Sections 70 to 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition and amendments thereto.

2. That on the 10th. day of October, 1960, your Oratrix, Inez Brashears, 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 Certificate of Tax Sale No. 3114 therefor from said Collector of Taxes, the following described real property located in Anne Arundel County, to wit: "Out Parcel 'B'", as shown on a Plat of Blossom Hills, Section 1, 2nd. Amendment, which said Plat is duly recorded among the Plat Records of said County in Plat Book No. 29 page 34, being in the Third Election District of said County, which said property was at the time of said sale assessed to Old Orems Building and Development Corporation, a former Maryland corporation the charter of which was annulled on or about October 29th., 1958; the said property having been described in the said Certificate of Tax Sale as "25 X 178 Revised Plat C Out Parcel B as situated at Blossom Hill".

3. That the said Tax Sale Certificate No. 3114, dated October 10th., 1960, setting for the aforesaid sale to your Oratrix, is attached hereto and filed herewith and marked "Plaintiff's Exhibit No. 1", and is prayed to be taken as a part hereof.

4. That according to a diligent and careful search which has been made of the Land Records, Law and Equity Records, Tax and Assessment Records, and the records of the Register of Wills of Anne Arundel County, it has been ascertained that Old Orems Building and Development Corporation is the owner of record title to the said property, by virtue of the following conveyance: a Deed from Wallace D. Ketcham and wife, dated August 14th., 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1054 folio 187; and that the said property, according to the records in the office of the Supervisor of Assessments of Anne Arundel County was at the time of said tax sale assessed to the said Old Orems Building and Development Corporation.

5. That the aforementioned and described real property 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 date of the aforesaid tax sale.

6. That the Plaintiff, Inez Brashears, purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 10th., 1960, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for delinquent County, State and Special taxes due, in arrears and unpaid, due to Anne Arundel County and to the State of Maryland, the amount due at the date of sale being $23.36, which said amount the Plaintiff paid in full for the said Tax Sale Certificate.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

7. That the amount necessary for the redemption of the said Tax Sale Certificate and the property therein described is $23.36, plus all taxes to date, and penalties and interest

thereon, accruing subsequent to the date of said sale, and the total disbursements of the holder of the Certificate of Sale and costs.

TO THE END, THEREFORE, Your Oratrix prays:

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

2. That an Order of Publication be granted to your Oratrix, directed to the said Defendants and to all parties in interest in said property, commanding them to appear in this Court on some certain day to be named therein, and answer the exigencies of this Complaint.

3. That this Honorable Court enter a Final Decree foreclosing all equities and rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property, which shall be final as to the said Defendants, and all persons having or claiming to have any interest in said property, their heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest; said final decree directing the Treasurer of Anne Arundel County to execute and deliver to the Plaintiff a deed to the said property, which shall vest in the Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, free and clear of all alienations and descents of the said property occurring prior to the decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

4. That your Oratrix may have such other and further relief as the nature of her case may require.

AND AS IN DUTY BOUND, etc.

Hugh K. Holmes,
Solicitor for the Plaintiff
Lake Shore,
Pasadena, Md.
'Phone CL 5-0700.

Inez Brashears

Inez Brashears, Plaintiff

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 21st. day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Inez Brashears, the Plaintiff named in the aforegoing Bill of Complaint, and made oath in due form of law that all of the matters and things contained therein are true and correct, to the best of her information, knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Hugh K. Holmes

Hugh K. Holmes, Notary Public

My commission expires May 6, 1963.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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LIBER 143 PAGE 5

№ 3114 CERTIFICATE OF TAX SALE

No 15,046 Equity

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 Inez Brashears Rt 10 Box 458 Pasadena, Md. at public auction for the sum of 23 Dollars and 36 Cents, of which 23.36 Dollars has been paid as a deposit on the property in Dist # 3 described as 25 X 178 Revised Plat C out Parcel B. As situated at Blossom Hill

and assessed to Old Arems Bldg Dev. Corp.

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

[illegible]
Notary Public.

My Commission Expires May 1, 1961

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

PLAINTIFF'S EXHIBIT NO. 1.

FILED

1962 JUN 21 PM 2:24

INEZ BRASHEARS
Box 458, Route 10
Pasadena, Maryland Plaintiff

Vs.

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION
a body corporate
Benjamin E. Masters, Resident Agent
6F Alder Drive
Middle River
Baltimore County, Maryland
or
1017 Fidelity Building
Baltimore 1, Maryland

BENJAMIN E. MASTERS
6F Alder Drive
Middle River, Baltimore County, Maryland
or
1017 Fidelity Building
Baltimore 1, Maryland

MURRAY FEIGIN
4911 Belle Avenue
Baltimore 7, Maryland

GEORGE A. HEINFIELD
113 East Baltimore Street
Baltimore, Maryland

AS SURVIVING DIRECTORS, OFFICERS AND TRUSTEES of OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate (or former body corporate) of the State of Maryland:

AND any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: "OUT PARCEL 'B'", as shown on a Plat of Blossom Hills, Section 1, 2nd. Amendment, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29 page 34.

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

In Equity

Equity No. 15,046

1962 JUN 21 PM 2:24

FILED

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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, Maryland, and sold on the 10th. day of October, 1960, by Edward J. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County to Inez Brashears, the Plaintiff in these proceedings, for taxes due to Anne Arundel County and the State of Maryland, by Tax Sale Certificate No. 3114, and assessed and described on the Books of Assessment and Taxation to OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate, of the State of Maryland:

"Out Parcel 'B'", as shown on a Plat of Blossom Hills, Section 1, 2nd. Amendment, which said Plat is duly recorded among the Plat Records of said County in Plat Book No. 29, page 34, being in the Third Election District of said County, said property having been sold to the plaintiff for the sum of $23.36, which said amount has been paid in full. ~~The sale having been made and reported in Tax Sale Proceedings No.~~

The Bill of Complaint states, among other things, that 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 21st day of June, 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 30th day of August, 1962, next warning the said Old Orems Building and Development Corporation, a body corporate, Benjamin E. Masters, Murray Feigin and George A. Heinfield, surviving directors, and any and all other 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 in person or by solicitor on or before the 30th 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 property and vesting in the said Plaintiff, Inez Brashears, a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

TRUE COPY,

TEST George T. Cromwell
Clerk

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

HUGH K. HOLMES
Attorney at Law
Lake Shore,
Pasadena, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
In Equity
Equity No. 15,046

INEZ BRASHEARS
Box 456, Route 10
Pasadena, Maryland
Plaintiff

VS.

OLD OREMS BUILDING AND DEVELOPMENT CORP.
a body corporate
BENJAMIN E. MASTERS, Resident Agent
JF Alder Drive
Middle River
Baltimore County, Maryland
or
1017 Fidelity Building
Baltimore 1, Maryland
BENJAMIN E. MASTERS
6F Alder Drive
Middle River, Baltimore County, Maryland
or
1017 Fidelity Building
Baltimore 1, Maryland
MURRAY FEIGIN
4911 Belle Avenue
Baltimore 7, Maryland
GEORGE A. HEINFIELD
113 East Baltimore Street
Baltimore, Maryland
AS SURVIVING DIRECTORS, OFFICERS AND TRUSTEES of OLD OREMS BUILDING AND DEVELOPMENT CORPORATION a body corporate (or former body corporate) of the State of Maryland:

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

"OUT PARCEL 'B'," as shown on a Plat of Blossom Hills, Section 1, 2nd Amendment, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29 page 34.

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, Maryland, and sold on the 10th day of October, 1960, by Edward J. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County to Inez Brashears, the Plaintiff in these proceedings, for taxes due to Anne Arundel County and the State of Maryland, by Tax Sale Certificate No. 3114, and assessed and described on the Books of Assessment and Taxation to OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate, of the State of Maryland: "Out Parcel 'B'," as shown on a Plat of Blossom Hills, Section 1, 2nd Amendment, which said Plat is duly recorded among the Plat Records

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 8

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed Order of Publication - No. 15,046 Old Orems Building & Development Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of August, 1962. The first insertion being made the 28th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUL 31 By Marie Yates

of said County in Plat Book No. 29, page 34, being in the Third Election District of said County, said property having been sold to the plaintiff for the sum of $23.36, which said amount has been paid in full.

The Bill of Complaint states, among other things, that 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 21st day of June, 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 30th day of August, 1962, next warning the said Old Orems Building and Development Corporation, a body corporate, Benjamin E. Masters, Murray Feigin and George A. Heinfield, surving directors, and any and all other 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 in person or by solicitor on or before the 30th 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 property and vesting in the said Plaintiff, Inez Brashears, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
Jy-19

INEZ BRASHEARS Plaintiff Vs. OLD OREMS BUILDING AND DEVELOPMENT CORPORATION a body corporate BENJAMIN E. MASTERS MURRAY FEIGIN GEORGE A. HEINFIELD, et al AS SURVIVING DIRECTORS, OFFICERS AND TRUSTEES of OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate (or former body corporate) of the State of Maryland Defendants	o o o o o o o o o o o o o	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 15,046

AFFIDAVIT AS TO PROCEDURE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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 Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, attorney, and made oath in due form of law to the following statement in regard to procedure followed in the above captioned case, and subscribed his signature to said statement in my presence:

1. That on August 10th, 1962, "True Copies" of the Order of Publication in this case were sent to the Defendants at their last known addresses, by Certified Mail, Postpage prepaid, Return Receipts requested, as follows:

a. Old Orems Building and Development Corporation, c/o Benjamin E. Masters, Resident Agent, 6F Alder Drive, Middle River, Baltimore County, Maryland, Certified Mail No. 971277, and Old Orems Building and Development Corporation, c/o Benjamin E. Masters, Resident Agent, 1017 Fidelity Building, Baltimore 1, Maryland, Certified Mail No. 971276.

b. Benjamin E. Masters, 6F Alder Drive, Middle River, Baltimore County, Maryland, Certified Mail No. 971275, and Benjamin E. Masters, 1017 Fidelity Building, Baltimore 1, Maryland, Certified Mail No. 971274.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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1962 SEP 25 PM 12:13

9

c. Murray Feigin, 4911 Belle Avenue, Baltimore 7, Maryland, Certified Mail No. 971273.

d. George A. Heinfield, 113 East Baltimore Street, Baltimore, Maryland, Certified Mail No. 971272.

2. That both envelopes addressed to Old Orems Building and Development Corporation, 6F Alder Drive, Middle River, Baltimore County, Maryland, and 1017 Fidelity Building, Baltimore 1, Maryland, were returned to the sender marked "Moved left no address"; that both envelopes addressed to Benjamin E. Masters, 6F Alder Drive, Middle River, Baltimore County, Maryland, and 1017 Fidelity Building, Baltimore 1, Maryland, were returned to the sender marked "Moved left no address" and "Moved no address"; that the envelope addressed to Murray Feigin, 4911 Belle Avenue, Baltimore 7, Maryland, was delivered to the addressee, and the signed receipt for same is attached hereto; and that the envelope addressed to George A. Heinfield, 113 East Baltimore Street, Baltimore, Maryland, was returned to the sender marked "Unknown at address". All of said envelopes are attached hereto.

3. That in addition to the above, a diligent search was made of the land, assessment, tax and other public records as well as City Directories and Telephone Directories, in an effort to locate the said Defendants, without success.

4. The present whereabouts of the Defendants are unknown.

Hugh K. Holmes

Hugh K. Holmes, Solicitor for the Plaintiff

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks

Mary M. Shanks, Notary Public

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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No. 971276

LIBER 143 PAGE 12

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Old Orems Bldg & Devel. Corp.
STREET AND NO.: 10 Benjamin Masters
1017 Fidelity Bldg
CITY AND STATE: Balto, Md

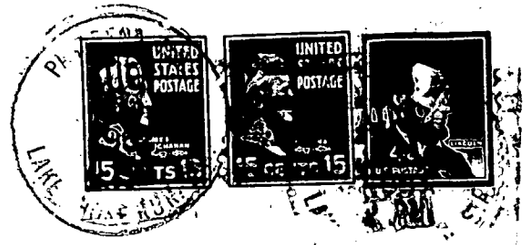
POSTMARK OR DATE: PASADENA, MD. AUG 10 1962 LAKE SHORE RUR. STA.

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here: [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 SEE OTHER SIDE

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND



RETURN RECEIPT REQUESTED

Old Orems Building and Development Corporation
c/o Benjamin E. Masters, Resident Agent
1017 Fidelity Building
Baltimore 1, Maryland

Name
1st Notice
2nd Notice
Return

RETURN RECEIPT REQUESTED

Moved no address
1/2/2/9 m

CERTIFIED No. 971276 MAIL

No. 971275

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Benjamin E. Masters
STREET AND NO.: 6F Alder Drive
CITY AND STATE: Middle River - Balto Co Md

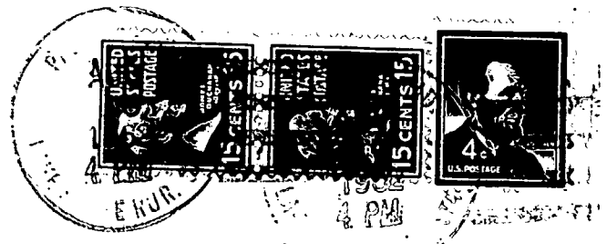
POSTMARK OR DATE: PASADENA, MD. AUG 10 1962 LAKE SHORE RUR. STA.

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here: [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 SEE OTHER SIDE

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND



RETURN RECEIPT REQUESTED

Benjamin E. Masters
6F Alder Drive
Middle River
Baltimore County, Maryland

Removed
no 190

RETURN RECEIPT REQUESTED

Name
1st Notice
2nd Notice
Return

CERTIFIED No. 971275 MAIL

No. 971274

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Benjamin E Masters
STREET AND NO.: 1017 Fidelity Bldg
CITY AND STATE: Balto 1 Md

POSTMARK OR DATE: AUG 10 1962 — LAKE SHORE RUR. STA.

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 — SEE OTHER SIDE

RETURN RECEIPT REQUESTED

Benjamin E. Masters
1017 Fidelity Building
Baltimore 1, Maryland

Name
1st Notice
2nd Notice
Return

CERTIFIED No. 971274 MAIL

RETURN RECEIPT REQUESTED

Moved no address
152/279m

LIBER 143 PAGE 13

No. 971272

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND

RETURNED TO WRITER

REASON CHECKED
Unclaimed ... Refused
Unknown
Insufficient address
Moved, Left no address
No such post office in state
Do not remail in this envelope

RETURN RECEIPT REQUESTED

George A. Heinfield
113 East Baltimore Street
Baltimore, Maryland

unknown at address
2325

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: George A. Heinfield
STREET AND NO.: 113 East Balto St
CITY AND STATE: Balto Md

POSTMARK OR DATE: PASADENA, MD. AUG 10 1962 — LAKE SHORE, MD.

If you want a return receipt, check which: [X] 10¢ shows to whom and when delivered [ ] 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 — SEE OTHER SIDE

CERTIFIED No. 971272 MAIL

RETURN RECEIPT REQUESTED

3858 Sent
AUG 13 1962

HUGH K. HOLMES

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Old Orems Bldg & Dev. Corp.
STREET AND NO.: c/o Benjamin Masters
6 F Alder Drive
CITY AND STATE: Middle River Balto Co Md

POSTMARK OR DATE: PASADENA, MD. AUG 10 1962 LAKE SHORE, MD.

If you want a return receipt, check which: ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here: ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 — SEE OTHER SIDE

No. 971277

RETURN RECEIPT REQUESTED
Old Orems Building and Development Corporation
c/o Benjamin E. Masters, Resident Agent
6F Alder Drive
Middle River
Baltimore County, Maryland

CERTIFIED MAIL
No. 971277

RETURN RECEIPT REQUESTED

Name
1st Notice
2nd Notice
Return

LIBER 143 PAGE 14

#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): [illegible]
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 8/11/62
ADDRESS WHERE DELIVERED (only if requested in item #1):

No. 971273

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Murray Fergu
STREET AND NO.: 4911 Belle Ave
CITY AND STATE: Balto 7 - Md

POSTMARK OR DATE: PASADENA, MD. AUG 10 1962 LAKE SHORE, MD.

If you want a return receipt, check which: ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here: ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 — SEE OTHER SIDE

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

1962 SEP 25 PM 12 14

AFFIDAVIT OF NON-MILITARY SERVICE

EQUITY NO. 15,046 LIBER 143 PAGE 15

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of September, 19 62, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, INEZ BRASHEARS,

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

Benjamin E. Masters, Murray Feigin and George A. Heinfield

~~XXXX~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 15th. day of September, 1962.

Notarial Seal

Mary M. Shanks
Notary Public.

My Commission will expire on: May 6, 1963

Filed,

1962 SEP 25

INEZ BRASHEARS Plaintiff Vs. OLD OREMS BUILDING AND DEVELOPMENT CORPORATION a body corporate BENJAMIN E. MASTERS MURRAY FEIGIN GEORGE A. HEINFIELD, et al AS SURVIVING DIRECTORS, OFFICERS AND TRUSTEES of OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate (or former body corporate) of the State of Maryland Defendants	o o o o o o o o o o o o	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 15,046

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, State of Maryland, as prescribed by said Order against the Defendants, Old Orems Building and Development Corporation, Benjamin E. Masters, Murray Feigin, and George A. Heinfield, et al, and all persons having or claiming to have any interest in the real property therein described as assessed to the said Defendants and sold to the Plaintiff on October 10, 1960 for the non-payment of taxes due.

And it further appearing that the said Defendants have failed to enter their appearance herein either in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within which the said Defendants could so appear and file an Answer has now expired, it is, therefore, this 25th day of September, 1962, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the Bill of Complaint in this cause be, and the same is hereby taken Pro Confesso against the said Defendants, Old Orems Building and Development Corporation, Benjamin E. Masters, Murray Feigin, and George A. Heinfield, et al, and all persons having or claiming to have any interest in the real property therein described, and as the same is assessed to the said Defendants and described in the books of the County Treasurer, and as sold to the Plaintiff ~~on the 10th~~ day of October, 1960.

George Sachse
Judge

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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12

INEZ BRASHEARS Plaintiff, Vs. OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate, BENJAMIN E. MASTERS, MURRAY FEIGIN, GEORGE A. HEINFIELD, et al, AS SURVIVING DIRECTORS, OFFICERS AND TRUSTEES of OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate (or former body corporate) of the State of Maryland, AND any and all persons having or claiming to have any interest in the following described property located in the Third Election District of Anne Arundel County, State of Maryland, to wit: "OUT PARCEL 'B'", as shown on a Plat of Blossom Hills, Section 1, 2nd Amendment, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, Page 34. Defendants	o o o o o o o o o o o o o o o o o o	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 15,046

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court. It appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 through 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition, and all amendments thereto,

IT IS THEREUPON ORDERED this 29th day of November, 1962, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity:

(1) That all rights of redemption of the Defendants, or of anyone claiming by, through, from or under them or any of them, in and to the following described property, to wit:

"OUT PARCEL 'B'", as shown on a Plat of Blossom Hills, Section 1, 2nd Amendment, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, Page 34;

being the same property described in these proceedings as having been sold by the Treasurer of Anne Arundel County for the nonpayment of taxes due, be, and the same are hereby forever barred and foreclosed.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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(2) That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject) is hereby vested in the Plaintiff, Inez Brashears.

(3) That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest, and penalties thereon accruing subsequent to the date of sale, the Treasurer, or Acting Treasurer, of Anne Arundel County shall execute and deliver to the said Plaintiff, Inez Brashears, a Deed conveying said property to her, the said Inez Brashears.

(4) That this Decree shall be final as to all of the said Defendants, their heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest.

(5) That the Plaintiff shall pay the costs of these proceedings.

D Bowen Duckett
Judge

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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14

CARL A. WAGNER and BONNIE O. WAGNER Box 193, Edgewater, Maryland	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
KATHARINE F. BILLINGS P. O. Box 656 Preston, Maryland	:	NO. 14601 EQUITY

LIBER 143 PAGE 19

* * * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1- That on the 30th day of September, 1941, they executed a mortgage to J. Edward Foble and Ida M. Foble, his wife, in the amount of $2,550.00, payable in monthly installments over a period of twelve years, said mortgage is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 245, folio 163. The original of said mortgage being filed herewith and marked "Complaintants Exhibit No. 1."

2- That said mortgage was paid in full on January, 1954, as will be shown by a statement of said payment filed herewith and marked "Complaintants Exhibit No. 2."

3- That Ida M. Foble died intestate in the District of Columbia, June 27, 1953 and J. Edward Foble died intestate in the District of Columbia October 19, 1953 and neither the estate of Ida M. Foble or the estate of J. Edward Foble were administered upon.

4- That the payments on account of the mortgage debt made during the lifetime of J. Edward Foble and after his death were deposited to a joint account with Katharine F. Billings in the Washington Loan & Trust Co., Washington, D.C.

5- That Katharine F. Billings is the only child and heir at law of J. Edward Foble.

6- That the hereinabove mentioned mortgage dated September 13, 1941 from Carl A. Wagner and Bonnie O. Wagner, his wife, to J. Edward Foble and Ida M. Foble, his wife, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 245, folio 163, has not been released and still shows as a lien upon the property of your Complaintants on the Land Records of Anne Arundel County.

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To the end therefore,

1- That this Court may pass a decree that the aforementioned mortgage has been paid in full, and appoint a Trustee to release the same upon the Land Records of Anne Arundel County.

2- That your Orators may have such other and further releif as their case may require.

As in duty bound, etc.

Carl A. Wagner
Carl A. Wagner

Bonnie O. Wagner
Bonnie O. Wagner

R. Tilghman Brice
R. Tilghman Brice, III, Solicitor

STATE OF MARYLAND, PRINCE GEORGES COUNTY, to-wit:

I HEREBY CERTIFY, That on this 18th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CARL A. WAGNER and BONNIE O. WAGNER, and they made oath in due form of law that the matters set forth in the foregoing Complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

RALEIGH A. DONLEY NOTARY PUBLIC

Raleigh A. Donley
Raleigh A. Donley Notary Public

My Commission expires May, 1963

2.

MORTGAGE FEE—COUNTY—34.

LIBER 143 PAGE 21

14601 Equity

PURCHASE MONEY

This/Mortgage, Made this — Thirteenth — — —— day of September

in the year nineteen hundred and forty-one, by and between CARL A. WAGNER and BONNIE O. WAGNER, his wife, -

Mortgagor s, of Colmar Manor, - - - - - - - - - - - - - - in the State of Maryland, of the first part,

and J. EDWARD FOBLE and IDA M. FOBLE, his wife, as tenants by the entireties, - - - - - - - -

Mortgagee s , of the second part, Witnesseth:

WHEREAS, the said parties of the first part, Carl A. Wagner and Bonnie O. Wagner, his wife, have purchased the property hereinafter described from the said parties of the second part, at and for the price of $2,800.00 of which the sum of $250.00 has been paid in cash and the balance secured by these presents; and

WHEREAS, the said parties of the first part, Carl A. Wagner and Bonnie O. Wagner, his wife, are justly and bona fide indebted unto the said parties of the second part, J. Edward Foble and Ida M. Foble, his wife, in the full and just sum of TWO THOUSAND FIVE HUNDRED FIFTY ($2,550.00) DOLLARS, for the payment whereof, the said parties of the first part have passed to the said J. Edward Foble and Ida M. Foble, his wife, as tenants by the entireties, their joint and several promissory note of even date herewith, payable Twelve (12) years after date, with interest thereon at the rate of Six (6%) per cent per annum; to be repaid at the rate of Twenty-five ($25.00) Dollars per month, including interest, said payments to be applied first to interest due on current unpaid balance of principal, and balance to be applied to principal; first of said payments on account of principal and interest to be due and payable One (1) month from the date hereof; and

WHEREAS, the execution of this mortgage to secure the payment of the said sum of Two Thousand Five Hundred Fifty ($2,550.00) Dollars, plus interest thereon, was a condition precedent to said loan.

IT IS AGREED AND UNDERSTOOD between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the said principal sum at any payment due date.

Wagner v Bulley
Complaint Exhibit #1

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Carl A. Wagner and Bonnie O. Wagner, his wife, - do - - - grant and convey unto the said Mortgagees, J. Edward Foble and Ida M. Foble, his wife, as tenants by the entireties, their - heirs and assigns, in fee simple, all that- - - - - lot - - or parcel - - of ground situate and lying in the First Election District of ~~xxxxxxxxxxxxxxxxxxxx~~ Anne Arundel County, State of Maryland, being on the Northwest side of Puddington Creek, and described as follows, that is to say:

BEGINNING for the same at a stake in the second line of the whole lot, said stake being at the end of the second line of the lot heretofore conveyed to John W. Phipps and running from thence and with the second line of the aforesaid whole lot, South 40 degrees West 104.5 feet to the end of the said line; thence with the third line of said lot, South 50 degrees East 175 feet, more or less, to Puddington Creek; thence with the meanders of said Creek in an Easterly direction 104.5 feet, more or less, to the end of the third line

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of the aforesaid Phipps lot; thence with said line the reverse thereof, North 50 degrees West 250 feet, more or less, to the place of beginning. WITH the right to the use in common of a right of way fifteen feet wide leading from the property hereby conveyed to the right of way to the State Road; RESERVING, NEVERTHELESS, a right of way 25 feet wide adjoining and lying to the Southeast of the present fifteen foot right of way over the lot hereby conveyed for the exclusive use in common of Andrew F. Ott and wife and said parties hereto.

Being the same property conveyed to the said Carl A. Wagner and Bonnie O. Wagner, his wife, by J. Edward Foble and Ida M. Foble, his wife, by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to this mortgage.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, J. Edward Foble and Ida M. Foble, his wife, as tenants by the entireties, their heirs- - - - - - - - - - and assigns, forever.

PROVIDED, that if the said Mortgagors, Carl A. Wagner and Bonnie O. Wagner, his wife, their-
-
-
-
-
- - - heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two Thousand Five Hundred Fifty ($2,550.00)- - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, Carl. A. Wagner and Bonnie O. Wagner, his wife, - - - - - - - - - - - - - - - shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges,

mortgage debt and interest; the said Mortgagors, Carl A. Wagner and Bonnie O. Wagner, his wife, for themselves, their- -heirs, personal representatives and assigns, do - - hereby - - - - - - - - covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, J. Edward Foble and Ida M. Foble, his wife, as tenants by the entireties, their- - - - - - - - - personal representatives or assigns, or R. Tilghman Brice, III, - - - - - - - - - - - - - - - - - - - their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their- - - personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00)- - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their- - - - - - - personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their- - - - - - - -personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their- -heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisements or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel - - - - County in Equity, which said expenses, costs and commission the said Mortgagors, for themselves, their- heirs, personal representatives and assigns, do - - hereby - - - - - - covenant to pay, and the said Mortgagees, their- - personal representatives or assigns, or R. Tilghman Brice, III, 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 the said Mortgagors, Carl A. Wagner and Bonnie O. Wagner, his wife, - - - - - - - - for themselves, their- - - - - - personal representatives and assigns, do - - - - further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their- - - personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Hundred Fifty ($2,550.00)- - - - - - - - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their- - - - - personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their- - - - personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

Beatrice A. Velenovsky
Beatrice A. Velenovsky

Carl A. Wagner (SEAL)
Carl A. Wagner

Bonnie O. Wagner (SEAL)
Bonnie O. Wagner

..... (SEAL)

..... (SEAL)

5

4

STATE OF MARYLAND, Anne Arundel - - - - COUNTY, TO WIT:

I Hereby Certify, that on this - 13th - day of September- - - - - - - in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public- - - of the State of Maryland, in and for the County aforesaid, personally appeared CARL A. WAGNER and BONNIE O. WAGNER, his wife, - the Mortgagors named in the aforegoing Mortgage and they- - - acknowledged the aforegoing Mortgage to be their- - act. [redacted]

AS witness my hand and Notarial seal.

Beatrice A. Velenovsky
Beatrice A. Velenovsky NOTARY PUBLIC

DISTRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY, That on this 13th day of September in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the District of Columbia, in and for the said District of Columbia, personally appeared J. EDWARD FOBLE and IDA M. FOBLE, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS witness my hand and Notarial seal.

J. Harold McDowell
J. Harold McDowell. Notary Public

PURCHASE MONEY
MORTGAGE

FROM

CARL A. WAGNER

BONNIE O. WAGNER, his wife,

TO

J. EDWARD FOBLE

IDA M. FOBLE, his wife.

Lot on Puddington Creek, First Election
BLOCK NO.
District of Anne Arundel Co., Maryland.

Received for Record Sep 13, 1941, at 11 o'clock 9 M. Same day recorded in Liber No. 245 Folio 163 &c., one of the Land Records of examined per Clerk.

Cost of Record, $4.25

R. TILGHMAN BRICE III.
ATTORNEY AND COUNSELOR AT LAW
Lee Building — 8 Church Circle
P. O. Box 140
Annapolis, Maryland

FOR VALUE RECEIVED, we hereby release the within mortgage and the debt secured thereby.

WITNESS our hands and seals this day of , 1961.

_____ _____ (SEAL)
J. Edward Foble

_____ _____ (SEAL)
Ida M. Foble

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Wagner & Billings
Complaint Exhibit #2

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LIBER 143 PAGE 26

Payments on note made by Carl A. Wagner and Bonnie O. Wagner

Note _____ Dated 9-13-41

Payable 25.00 Monthly on 13 each month

_____ Trust on Lot _____ Square _____

DATE		INTEREST	PRINCIPAL	BALANCE	DATE		INTEREST	PRINCIPAL	BALANCE
				2550					
Oct 14 '41	oct	12 75	12 25	2537 75	FEB 1 '43	jan	11 80	13 20	2376 42
DEC 2 '41	nov	12 68	12 32	2525 43	MAR 1 '43	feb	11 73	13 27	2333 15
DEC 22 '41	dec	12 62	12 38	2513 05	APR 3 '43	mar	11 66	13 34	2319 81
JAN 2 '42	jan	12 56	12 44	2500 61	MAY 8 '43	apr	11 60	13 40	2306 41
FEB 18 '42	feb	12 50	12 50	2488 11	MAY 27 '43	may	11 53	13 47	2292 94
MAR 28 '42	mar	12 44	12 56	2475 55	JUN 29 '43	June	11 46	13 54	2279 40
APR 15 '42	apr	12 38	12 62	2462 93	JUL 28 '43	July	11 39	13 61	2265 79
MAY 15 '42	may	12 31	12 69	2450 24	AUG 24 '43	Aug	11 33	13 67	2252 12
JUN 10 '42	June	12 25	12 75	2437 49	SEP 16 '43	Sept	11 26	13 74	2238 38
JUL 16 '42	July	12 18	12 82	2424 67	DEC - 9 '43	Oct	11 19	13 81	2224 57
AUG 14 '42	aug	12 12	12 88	2411 79	JAN 10 '44	nov	11 12	13 88	2210 69
SEP 3 '42	sept	12 05	12 95	2398 84	JAN 17 '44	dec	11 05	13 95	2196 74
OCT 30 '42	oct	11 99	13 01	2385 83	FEB 21 '44	jan	10 98	14 02	2182 72
NOV 28 '42	nov	11 93	13 07	2372 76	MAR 30 '44	feb	10 91	14 09	2168 63
DEC 30 '42	dec	11 86	13 14	2359 62	APR 26 '44	mar	10 84	14 16	2154 47

LIBER 143 PAGE 27

Payments on note made by Carl A Wagner
and Bonnie O. Wagner

Note _____ Dated 9-13-41

Payable 25.00 Monthly on 13 each month

Trust on Lot _____ Square _____

DATE	INTEREST	PRINCIPAL	BALANCE	DATE	INTEREST	PRINCIPAL	BALANCE
MAY 24 '44	1077	1423	2140 24	AUG [illegible]	966	1534	1918 [illegible]
JUN 23 '44	1070	1430	2125 94	SEP [illegible]	959	1541	1902 59
JUL 19 '44	1063	1437	2111 57	OCT 25 '45	951	1549	1887 10
AUG 15 '44	1051	1449	2097 08	[illegible]	943	1557	1871 53
SEP 20 '44	1048	1452	2082 56	DEC 24 '45	931	1569	1855 84
OCT 25 '44	1041	1459	2067 97	JAN [illegible] '46	926	1574	1840 10
NOV 28 '44	1034	1466	2053 31	FEB 27 '46	920	1580	1824 30
DEC 2[illegible] '44	1026	1474	2038 57	[illegible] 1 '46	912	1588	1808 42
JAN 24 '45	1019	1481	2023 76	[illegible]	904	1596	1792 46
MAR 5 '45	1012	1488	2008 88	MAY 21 '46	896	1604	1776 42
[illegible] 7 '45	1004	1496	1993 92	JUN [illegible]	888	1612	1760 30
[illegible] 28 '45	997	1503	1978 89	[illegible]	880	1620	1744 10
MAY 22 '45	989	1511	1963 78	[illegible]	872	1628	1727 82
[illegible] 4 '45	982	1518	1948 60	SEP 24 '46	864	16[illegible]	[illegible]
[illegible] 2 '45	974	1526	1933 34	OCT [illegible] '46	855	1645	1695 01

Payments on note made by Carl A. Wagner and Bonnie O. Wagner

Note _____ Dated 9-13-41

Payable 26.00 Monthly on 13 each month

Trust on Lot _____ Square _____

DATE	INTEREST	PRINCIPAL	BALANCE	DATE	INTEREST	PRINCIPAL	BALANCE
NOV 27 '46	848	1652	1678 49	MA[illegible]	719	1781	1420 45
DEC 30 '46	839	1661	1661 88	MAR 30 '48	710	1790	1402 55
[illegible]	831	1669	1645 19	MAY - 4 '48	701	1799	1384 56
[illegible]	823	1677	1628 42	JUN - 1 '48	692	1808	1366 48
APR - 7 '47	814	1686	1611 56	JUN 23 '48	683	1817	1348 31
MAY - 2 '47	806	1694	1594 62	7/20/48	674	1826	1330 05
MAY 29 '47	797	1703	1577 59	[illegible] '48	665	1835	1311 70
JUN 30 '47	789	1711	1560 48	SEP 23 '48	655	1845	1293 25
JUL 2[illegible] '47	780	1720	1543 28	[illegible] 26 '48	646	1854	1274 71
SEP - 2 '47	772	1728	1526 [illegible]	DEC [illegible] '48	1274	1276	1245
[illegible]	763	1737	1508 63	FEB - 1 '49	1262	1288	1250 07
OCT 27 '47	754	1746	1491 17	MAR - 1 '49	675	1875	1231 32
DEC - 1 '47	744	1754	1473 63	MAR 22 '49	615	1885	1212 47
DEC 31 '47	736	1764	1455 99	MAY - 3 '49	606	1894	1193 53
[illegible] 2 '48	727	1773	1438 26	MAY 27 '49	596	1904	1174 49

Payments on note made by Carl A. Wagner and Bonnie O. Wagner

Note _____ Dated 9-13-41

Payable 25.00 Monthly on 13 each month

Trust on Lot _____ Square _____

DATE	INTEREST	PRINCIPAL	BALANCE	DATE	INTEREST	PRINCIPAL	BALANCE
JUN 21 '49	587	1913	115536	OCT 31 '50	441	2059	861 96
JUL 29 '49	578	1922	113614	NOV 30 '50	431	2069	841 27
SEP 8 '49	568	1932	111682	DEC 18 '50	421	2079	820 48
SEP 28 '49	558	1942	109740	JAN - 5 '51	410	2090	799 58
	548	1952	107788	FEB 3 '51	399	2101	778 57
DEC 30 '49	539	1961	105827	FEB 20 '51	389	2111	757 46
JAN 24 '50	529	1971	103856	FEB 27 '51	378	2122	736 24
MAR 1 - '50	519	1981	101875	MAY 8 '51	368	2132	714 92
MAR 29 '50	508	1482	100393	MAY 14 '51	357	2143	693 49
MAY 2 - '50	502	1998	98395	JUN 7 '51	347	2153	671 96
MAY 25 '50	492	2008	96387	JUL 31 '51	336	2164	650 32
JUN 2 '50	482	2018	94369	AUG 28 '51	325	2175	628 57
JUL 28 '50	472	2028	92341	OCT 10 '51	314	2186	606 71
[illegible]	462	2038	90303	[illegible]	303	2197	584 74
OCT 3 - '50	452	2048	88255	DEC 28 '51	292	2208	562 66

Payments on note made by Carl A. Wagner
and Bonnie O. Wagner

Note _____ Dated 9-13-41

Payable 25.00 Monthly on 13 each month

_____ Trust on Lot _____ Square _____

DATE	INTEREST	PRINCIPAL	BALANCE
		Forward	56266
JAN 24 1952	281	2219	54047
FEB 27 1952	270	2230	51817
MAR 24 1952	259	2241	49576
APR 21 1952	248	2252	47324
MAY 26 1952	237	2263	45061
JUN 20 1952	225	2275	42786
JUL 24 1952	214	2286	405 —
SEP 15 1952	203	2297	38203
[illegible] 1952	191	2309	35894
[illegible]	179	2321	33573
[illegible] 21 1952	168	2332	31241
[illegible]	156	2344	28897
JAN 27 1953	144	2356	26541
FEB 25 1953	133	2367	24174
MAR [illegible] 1953	120	2380	21794

DATE	INTEREST	PRINCIPAL	BALANCE
		Forward	21794
[illegible] 1953	109	2391	19403
JUN [illegible] 1953	97	2403	17000
[illegible]	85	2415	14685
[illegible]	73	2427	12158
[illegible]	60	2440	9718
[illegible]	48	2452	7266
OCT [illegible] 1953	36	2464	4802
[illegible]	24	2476	2326
JAN 3	25	2326	—

INT 11/13/53 TO 1/19/54

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CARL A. WAGNER and BONNIE O. WAGNER Box 193 Edgewater, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
KATHARINE F. BILLINGS P. O. Box 656 Preston, Maryland	:	NO. 14,601 EQUITY

****

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Katharine F. Billings, to the Bill of Complaint heretofore filed in this case respectfully shows:

1- This defendant admits all of the allegations set forth in the Bill of Complaint and specifically, that the mortgage dated the 30th day of September, 1941, from Carl A. Wagner and Bonnie O. Wagner, his wife, to J. Edward Foble and Ida M. Foble, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 245, folio 163, has been paid in full and consents to the passage of an immediate decree for the appointment of a Trustee to release said mortgage.

And, as in duty bound, etc.

Katharine F. Billings
Katharine F. Billings

STATE OF MARYLAND, CAROLINE COUNTY, to-wit:

I HEREBY CERTIFY that on this 16th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KATHARINE F. BILLINGS, and she made oath in due form of law that the matters and things set forth in the foregoing Answer are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Herman Schnick
Herman Schnick Notary Public

My Commission expires 5-6-63

FILED

1961 SEP 19 PM 2:10

CARL A. WAGNER and BONNIE O. WAGNER Box 193, Edgewater, Maryland	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
KATHARINE F. BILLINGS P. O. Box 656 Preston, Maryland	:	NO. 14601 EQUITY

* * * * * * * * * * *

ORDER

This cause standing ready for hearing on Bill, Answer and Exhibits, it appearing to the Court that a certain mortgage dated the 30th day of September, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 245, folio 163, in the amount of $2,550.00, from Carl A. Wagner and Bonnie O. Wagner, his wife, to J. Edward Foble and Ida M. Foble, his wife, has been paid in full and that the said Carl A. Wagner and Bonnie O. Wagner are entitled to have said mortgage released among the Land Records of Anne Arundel County.

It is this 20th day of September, 1961, adjudged, ordered and decreed that R. Tilghman Brice, III, be and he is hereby appointed Trustee and authorized and directed to execute a full and sufficient release of the aforementioned mortgage from Carl A. Wagner and Bonnie O. Wagner, his wife to J. Edward Foble and Ida M. Foble, his wife, and to have the same recorded among the Land Records of Anne Arundel County; and

It is further adjudged, ordered and decreed that the Complaintants pay the cost of these proceedings.

O. Bonnie Duckett
Judge

FILED
1961 SEP 21 PM 12:27

13

LIBER 143 PAGE 33

GERALD KERR ATTORNEY NAMED IN MORTGAGE 3 East Lexington Street Baltimore 2, Maryland PLAINTIFF vs. DENNIS H. ENGLES and ELAINE A. ENGLES, his wife, 616 South Eaton Street Baltimore City, 24, Maryland DEFENDANTS	: : : : : : : : : : : : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15,138 Equity

Mr. Clerk:

Please docket the suit in the above-entitled case and file the attached Mortgage as "Exhibit A".

Gerald Kerr
Attorney named in Mortgage

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

FILED
1962 AUG -9 PM 3:27

1979

This Mortgage, made this Eleventh day of February in the year one thousand nine hundred and sixty, between DENNIS H. ENGLES and ELAINE A. ENGLES, his wife, No. 15,138 Equity of Anne Arundel County, in the State of Maryland, Mortgagors, and KENWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION of Baltimore City, a body corporate, duly incorporated, Mortgagee.

LIBER 143 PAGE 34

BOOK 1370 PAGE 215

WHEREAS, the said Mortgagors being members of the said body corporate have received therefrom an advance of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS on 175 shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagors being so justly indebted unto the said Mortgagee for said advance, the said Mortgagors do hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6 %) per annum, unto the Mortgagee or its assigns, in the following manner: By payment of the sum of One Hundred Twelve Dollars & Seventy-Seven Cents on or before the tenth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, together with such fines and charges as may be imposed upon the Mortgagors under the Constitution and By-Laws of the said Mortgagee, and 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) towards the payment of the aforesaid principal sum, provided the Mortgagors are not in default or any other payments required under the terms of this mortgage.

This mortgage shall also secure future advances to be made at the Mortgagees' option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagors do grant and convey unto the Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, State of Maryland, ~~known as No.~~

and described as follows, that is to say:

Beginning for the first thereof and being known and designated as Lot No. 12 on a Plat entitled Section No. 2, Westdale Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30 folio 42. The improvements thereon being known as No. 8 Gordon Lane.

BEING the same lot of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by The Dixon Holding Co. unto the said within named Mortgagors, subject to the payment of the annual rent of $120.00 in even and equal half-yearly installments on the 30th days of June and December, in each and every year.

BEGINNING for the second thereof and being known and designated as Lots Nos. 1063, 1064, 1080-1081, as shown on the Plat of Magothy Beach, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-4, Plat No. 15. Now Plat Book No. 9, folio 43.

BEING the same lots of ground which by Deed dated August 27, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 643 folio 55, was granted and conveyed by Magothy Homestead Corporation unto the said within named Mortgagors, in fee simple.

FILED FEB 1960 1960

"EXHIBIT A 1962 AUG -9 AM 9:27

2

IT IS HEREBY covenanted and agreed that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of the principal, provided that six months' advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds 20% of the original principal amount of the loan, as a consideration for the acceptance of such prepayment. The Mortgagor also agrees to pay a "late charge" not to exceed 4% of any installment which is not paid within twenty days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

TOGETHER with the buildings and 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 said lot of ground and premises unto said Mortgagee, its successors or assigns, [redacted] as aforesaid [redacted]

Provided, that if said Mortgagor s shall make the payments and perform the covenants and conditions herein contained on their part, to be made and done, then this mortgage shall be void.

And said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant and agree with said Mortgagee, its successors and assigns, as follows:

1. To pay monthly the sum of Forty-two dollars and eighty-eight cents, (in addition to the monthly payment heretofore mentioned) with which the said Mortgagee shall apply from time to time to payment of all taxes, ground rent, water rent, insurance, public dues, assessments, and charges for which the property hereby mortgaged may become liable. Should this special fund at any time be insufficient, (by reason of an increase in assessment or an increase in the tax rate or any other cause) to pay said charges, the Mortgagor s agree to pay said deficiency.

~~2. To pay all taxes that may be imposed upon the said Mortgagee in accordance with its Constitution and By-Laws.~~

2. To keep the improvements on said mortgaged property in good repair and fully insured from loss by fire and windstorm and such other hazards as may be required by the Mortgagee, in a company designated by said Mortgagee for its use, and to deliver the policy to it. It is further covenanted that the Mortgagee shall have a lien on the mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the mortgage debt.

3. That, in the event of a transfer or change of ownership of said mortgaged property, without the written consent of said Mortgagee, it reserves the right to demand payment of said mortgage debt and interest hereby secured and if not paid on demand, then this mortgage may be foreclosed under the assent and/or power of sale herein contained.

4. That, in the event of any default in any covenant or condition of this mortgage, then the balance due hereunder on said shares shall become due and payable.

5. That, upon any default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor s, to the immediate appointment of a receiver of said mortgaged property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and in the event of any default whether or not a receiver is appointed, the rent, profits and income of said property are hereby assigned to the Mortgagee as additional security.

6. That, it is understood and agreed until default be made, the said Mortgagor s may retain possession of the hereby mortgaged property.

7. That, the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns or GERALD KERR, 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 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 Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

8. That, if after default said property or any part thereof be advertised for sale under the above powers, and the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, there shall be due by said Mortgagor s all expenses for advertisement, court costs, and expenses incident to the foreclosure, a counsel fee of twenty-five dollars and a commission on the total mortgage indebtedness, equal to one-half the commissions allowed trustees for making sale of property under a decree of a Court having equity jurisdiction in the State of Maryland.

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

WITNESS:

Richard N. Kerr
Richard N. Kerr

Dennis H. Engles [Seal]
Dennis H. Engles

Elaine A. Engles [Seal]
Elaine A. Engles

[Seal]

[Seal]

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BOOK 1370 PAGE 218 LIBER 143 PAGE 37

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 11th day of February, in the year one thousand nine hundred and sixty, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared DENNIS H. ENGLES and ELAINE A. ENGLES, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Gerald Kerr and made oath in due form of law that he is the agent of the said KENWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

Richard N. Kerr

Richard N. Kerr- Notary Public.

11.00

Rec'd for record Feb. 15, 1960 at 10:13 A.M.
Mailed to Gerald Kerr

MORTGAGE

FROM

DENNIS H. ENGLES and

ELAINE A. ENGLES, his wife

TO

KENWOOD FEDERAL SAVINGS

AND LOAN ASSOCIATION

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

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 FEB 15 AM 10:13 & RECORDED IN LIBER GTC NO. 1370 FOLIO 215 GEO. T. ORDMWELL, CLERK

GERALD KERR
Attorney at Law
Central Savings Bank Building
Baltimore 2, Maryland

Prepared by: ai
Examined by: D
File No. 3079-A

M-7/59

LIBER 143 PAGE 38

...GERALD KERR.....

...ATTORNEY NAMED IN MORTGAGE.....
Plaintiff

VS.

...DENNIS H. ENGLES and
ELAINE A. ENGLES, his wife,
616 South Eaton Street
...Baltimore City, 24, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~mmmmmmmm~~ COUNTY

DOCKET NO. .....,FOLIO .....

CASE NO. 15,138 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ CITY, To Wit:

I HEREBY CERTIFY, that on this 2nd day of August, 19~~59~~ 62, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore ~~mmmmmm~~ (City), personally appeared MELVIN F. WALLACE, Secretary of Kenwood Federal Savings and Loan Association 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 Defendants ~~is~~ are not in the Military Service of the United States of America;

(2) Said Defendants ~~is~~ are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant ~~is~~ are not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

GLADYS BAUM
NOTARY PUBLIC
BALTIMORE

Gladys Baum
Gladys Baum Notary Public

Melvin F. Wallace
Melvin F. Wallace Affiant

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LIBER 143 PAGE 39

GERALD KERR ATTORNEY NAMED IN MORTGAGE Plaintiff vs. DENNIS H. ENGLES and ELAINE A. ENGLES, his wife, 616 South Eaton Street Baltimore City, 24, Maryland Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15,138 Equity

: : : :

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Kenwood Federal Savings and Loan Association under the mortgage from Dennis H. Engles and Elaine A. Engles, his wife, to the Kenwood Federal Savings and Loan Association on properties Nos. 8 Gordon Lane and 167 Center Street, dated the eleventh day of February, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1370 folio 215.

Amount of Loan	$17,500.00
Less: Amount paid in by borrower	248.11
	$17,251.89
Debit in Expense Account	138.56
Interest for period from March 1, 1962: 6 months @ $86.26 per month	517.56
	$17,908.01

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this second day of August, in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said Baltimore City, personally appeared MELVIN F. WALLACE, Secretary of Kenwood 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.

AS WITNESS my hand and Notarial Seal.

Gladys Baum

Gladys Baum - Notary Public

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

FILED

1962 AUG -9 AM 9:27

7

Mortgagee and Attorney's Bond.

1-369

LIBER 143 PAGE 40

LIBER 11 PAGE 440

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 15,138 Equity.

Know All Men by These Presents:

That we Gerald Kerr, 20 Central Savings Bank 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 EIGHTEEN THOUSAND AND NO/100 ($18,000.00) - 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 11th day of September in the year nineteen hundred and sixty-two

Whereas, the above bounden Gerald Kerr

by virtue of the power contained in a Mortgage from Dennis H. Engles and Elaine A. Engles, his wife to Kenwood Federal Savings and Loan Association

bearing date the 11th day of February nineteen hundred and sixty.

and recorded among the Land Records of Anne Arundel County, in Liber G.L.B. No. 1370, Folio 215, and

#8 Gordon Lane, Ferndale, also Box 167 - Center St., Magothy Beach, 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 Gerald Kerr

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

Gladys Baum

WITNESS: S. Alvey

Gerald Kerr (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 SEP 13 AM 10:10

Bond approved this 13 day of September 1962

Clerk

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LIBER 143 PAGE 41

KENWOOD FEDERAL SAVINGS AND LOAN ASSOCIATED	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY,
VS	:	
DENNIS H. ENGLES & ELAINE A. ENGLES, his wife,	:	DOCKET NO. CASE NO.

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 18th day of September, 1962, sold the property described in the attached advertisement of sale at and for the sum of Five Thousand ($5000.00) — DOLLARS to Arthur R. Barth, Sr. being at that figure that highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig
Jack F. Billig Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 18th day of September, 1962, purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of $ 5000.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Arthur R. Barth Sr
Arthur R. Barth, Sr. Purchaser

Purchaser

TEST: Jack F. Billig
Jack F. Billig

FILED
1962 SEP 26 AM 10:30

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LIBER 143 PAGE 42

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 18th day ~~DAY~~ OF September 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State AFORESAID, personally appeared Arthur R. Barth, Sr., 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 #167 Center St.,A.A.Co. mentioned in the said Report of Sale.

Arthur R Barth Sr
Purchaser Arthur R. Barth, Sr.

Purchaser

Jack F. Billig
Jack F. Billig Notary Public

JACK F. BILLIG NOTARY PUBLIC ANNAPOLIS, 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 SEP 26 AM 10:30

10

LIBER 143 PAGE 43

KENWOOD FEDERAL SAVINGS AND LOAN ASSOCIATED VS DENNIS H. ENGLES & ELAINE A. ENGLES, his wife,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, DOCKET NO. CASE NO.

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 18th day of September, 1962, sold the property described in the attached advertisement of sale at and for the sum of Eleven Thousand ($11,000.00) DOLLARS to Kenwood Federal Savings & Loan, Assn. Inc being at that figure that highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 18th day of September, 1962, purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of $ 11,000.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

KENWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION Purchaser

By Melvin F. Wallace Purchaser
Melvin F. Wallace,
Executive Secretary

TEST: Paula M. Sunkel
Paula M. Sunkel

FILED
1962 SEP 26 AM 10:29

LIBER 143 PAGE 44

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 18th DAY OF September 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - - - AFORESAID, personally appeared Melvin F. Wallace, Executive Secretary of Kenwood Federal Savings and Loan Association, 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 #8 Gordon Lane, A.A.Co. mentioned in the said Report of Sale.

KENWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION
Purchaser
By Melvin F. Wallace
Purchaser Melvin F. Wallace,
Executive Secretary

Gladys Baum
Gladys Baum Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1962 SEP 26 AM 10:29

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LIBER 143 PAGE 45

GERALD KERR ATTORNEY NAMED IN MORTGAGE 3 East Lexington Street Baltimore 2, Maryland PLAINTIFF vs. DENNIS H. ENGLES and ELAINE A. ENGLES, his wife, 616 South Eaton Street Baltimore City, 24, Maryland DEFENDANTS	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Docket 20 Folio 297 #15,138

: : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Gerald Kerr, Attorney named in the Mortgage heretofore filed as Exhibit "A" 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 Sunday Sun and also by advertisements in The Maryland Gazette, a weekly 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 Tuesday, September 18, 1962, at 2:00 o'clock P.M., attend on the premises known as No. Box 167 Center Street, and then and there sold said fee simple property fully described in said mortgage unto Arthur R. Barth, Sr., at and for the price of Five Thousand Dollars ($5,000.00), he being the highest bidder, and it being the highest price obtainable; and said Attorney did on the same day at 2:45 o'clock P.M., attend on the premises known as No. 8 Gordon Lane, and then and there sold said leasehold property fully described in said mortgage unto Kenwood Federal Savings and Loan Association, a body corporate, at and for the price of Eleven Thousand Dollars ($11,000.00), it being the highest bidder, and it being the highest price obtainable.

Gerald Kerr
Attorney

1962 SEP 26 PM 10:29

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

13

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this twenty-fifth 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 GERALD KERR, 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.

Gladys Baum

Gladys Baum - Notary Public

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

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ORDER NISI

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

versus

DENNIS H. ENGLES AND ELAINE A. ENGLES, HIS WIFE

LIBER 143 PAGE 47

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,138 Equity

Ordered, this 26th day of September, 19 62, That the sale of the property in these proceedings mentioned made and reported by GERALD KERR, ATTORNEY NAMED IN MORTGAGE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sales was $ 16,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Gerald Kerr, Atty. For MARYLAND GAZETTE Oct. 4th Edition

(Final Order)

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

versus

DENNIS H. ENGLES AND ELAINE A. ENGLES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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 -8 PM 2:34

15

GERALD KERR
3 East Lexington
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Improved Free-Simple and Leasehold Properties

Known as Box 167 Center Street, Magothy Beach and 8 Gordon Lane, Westdale Park

By virtue of the power of sale contained in a mortgage from Dennis H. Engles and Elaine A. Engles, his wife, to Kenwood Federal Savings and Loan Association dated February 11, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1370 folio 215, (default having occurred thereunder) the undersigned will offer at public sale on the premises known as Box 167 Center Street,

Tuesday, September 18, 1962 at 2:00 P.M.

All that lot of ground situate in the Third Election District of Anne Arupndel County, and described as follows:

BEING known and designated as lots Nos. 1063, 1064, 1080, and 1081 as shown on the Plat of Magothy Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 9 folio 43, said lots fronting on the north side of Center Street forty feet with a depth of two hundred forty feet to the south side of First Street, known as Box 167 Center Street, in fee-simple.

The property is unproved by a modern six room and bath shingle dwelling with hot air heat.

And thereafter the undersigned will offer for sale on the premises No. 8 Gordon Lane,

Tuesday, September 18, 1962 at 2:45 P.M.

All that lot of ground situate in the Fifth Election District (Ferndale Section) of Anne Arundel County, and described as follows:

16 BEING known and designated as Lot No. 12 on a Plat entitled Section No. 2, Westdale Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30 folio 42, said lot being a triangular lot fronting on the south westernmost side of Gordon Lane of 152.54 feet and the westernmost line being 102.41 feet and the southernmost line being 110 feet. The improvements thereon being known as No. 8 Gordon Lane. Subject to an annual $120.00 ground rent.

The property is improved by a modern brick split level dwelling containing six rooms, one and one-half baths, full basement with hot air gas fired heating plant.

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

TERMS OF SALE: A deposit of Seven Hundred and Fifty Dollars ($750.00) on each property will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

Directions to Box 167 Center Street — take Mountain Road to Magothy River Road (which is a short distance past Jacobsville), turn right on Magothy River road to Center Street and then turn left to property.

Directions to No. 8 Gordon Lane — take Annapolis Boulevard to Ferndale Police Station, turn right on Ferndale Road, follow to Westdale Road, turn left on Gordon Lane.

GERALD KERR
Attorney named in Mortgage
A. J. BILLIG & CO.
16 East Fayette Street
Baltimore 2, Maryland
Auctioneer

S-13

15,138

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 48

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 24, 1962

We hereby certify, that the annexed

Attorney's Sale

"Dennis H. Engles"

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 18th day of September, 1962. The first insertion being made the 23rd day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT 2 By Lillie L. French

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,138 Equity
GERALD KERR, Attorney named in Mortgage
versus
DENNIS H. ENGLES and ELAINE A. ENGLES, his wife

Ordered, this 26th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by GERALD KERR, ATTORNEY NAMED IN MORTGAGE BE RATIFIED AND CONFIRMED, unless cause to the contrary there of be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sales was $16,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST: LOUIS N. PHIPPS, Clerk.

O-25

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 49

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,138

Dennis H. Engles

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 35649

1962 NOV -8 AM 9:50

17

LIBER 143 PAGE 50

In the Case of

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

VS.

DENNIS H. ENGLES AND

ELAINE A. ENGLES, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,138 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 NOV 21 AM 11:28

All of which is respectfully submitted.

Auditor.

November 21, 1962

FINAL ORDER

ORDERED BY THE COURT, this 7th 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.

Clerk

Per: ....., deputy

FILED

1962 DEC -7 AM 9:12

18

19

Dr. Mortgaged Real Estate of Dennis H. Engles & Elaine A. Engles, his wife

In Acct. with Gerald Kerr, Attorney named in Mortgage

					Cr.	
	By	Amount of Sales, as per Attorney's				
		Report of Sale filed				
		167 Center Street	5,000	00		
		Interest, 6%, on deferred pay-				
		ment, $4250.00, from 9/18/62 to				
		11/12/62	39	25		
		Adjustment, 1962 Real Estate Taxes				
		9/18/62 to 12/31/62	26	19		
		Rebate, insurance premium	18	26		
		8 Gordon Lane	11,000	00		
		Interest, 6%, on deferred payment				
		$11,000.00 from 9/18/62 to 11/9/62	93	50		
		Adjustment, 1962 Real Estate Taxes				
		9/18/62 to 12/31/62	67	43		
		Adjustment, 1962 Sanitary Charges				
		9/18/62 to 12/31/62	15	12		
		Adjustment, insurance premium	13	10		
					16,272	85
	To	Attorney, for fee, viz.	175	00		
	To	Attorney, for commission, viz.	510	00		
					685	00
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	25	00		
					63	00
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				

		Advertisement & Nisi		113	00	
		A. S. Abell Company				
		Advertisement - Sale		77	15	
		New Amsterdam Casualty Co. - bond		72	00	
		Insurance Co. of North America -				
		insurance premium		28	26	
		A. J. Billig & Co.- Auctioneer's fee		150	00	
		Notary Fees			50	
		Adjustments - 8 Gordon Lane				
		1962 water rent	17.75			
		Accrued ground rent	26.00			
		½ Federal & State stamps	18.15	61	90	
		Adjustments - 167 Center Street				
		½ Federal & State stamps	8.25	8	25	
						511 06
	To	Kenwood Federal Savings & Loan				
		Association, Mortgagee, on account				
		of Mortgage claim				15,013 79
						16,272 85
		Amount due on Mortgage, as per claim				
		filed		17,908	01	
		Interest, 6%, on principal balance,				
		$17,251.89, from 9/1/62 to 12/7/62		278	90	
				18,186	91	
		Credit amount allowed above		15,013	79	
		This amount subject to decree in				
		personam		3,173	12	

LIBER 143 PAGE 53

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
	*	
vs.		(In Equity)
	*	No. 15 155
Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife	*	
	*	

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1. - Original Mortgage from Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife to the Leeds Federal Savings and Loan Association, dated November 17, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1253, folio 19 etc..

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage.

FILED

1962 AUG 24 PM 9:27

City-County Form.

LIBER 1253 PAGE 19 LIBER 143 PAGE 54

No. 15,155

This Mortgage, Made this 17th day of November, in the year one thousand, nine hundred and fifty-eight, between Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - -NINE THOUSAND ($9,000.00) - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of -SIXTY-FOUR DOLLARS AND FORTY-EIGHT CENTS ($64.48) - - - ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEGINNING for the same at a point on the north side of Park Drive said point being located the following two courses and distances from the southeasternmost corner of the conveyance from M. J. Swift Company, Inc., to Elmer O. Stafford and Gloria Shafford, his wife, by deed dated October 6, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 388, folio 44 N. 32° 17' W. 43 feet along the west side of Mountain Road and S. 62° 30' W. 150 feet along the north side of Park Drive and running from thence and with the north side of Park Drive S. 62° 30' W. 100 feet thence at right angles N. 27° 30' W. 168 and 65/100 feet to a point in the south line of the property to be retained by Stafford thence with the same N. 77° 12' E. 103 and 38/100 feet to the northwest corner of Lot No. 1 thence with the division line between Lots Nos. 1 and 2, S. 27° 30' E. 142 and 42/100 feet to the place of beginning. Being Lot No. 2 on the unrecorded Plat of Lake Shore situate on the north side of Park Drive.

FILED

1962 AUG 24 AM 9:27

BEING the same lot of ground and premises which, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Jack I. Myers and Charlotte B. Myers, his wife unto Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife, the Mortgagors herein.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of $, payable in equal semi-annual instalments on the days of and in each and every year~~

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

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

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

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan - - - - , its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifty ($150.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

Edward J. Brannan

Vincent W. Zimmerman (SEAL)
Vincent W. Zimmerman

Carolyn M. Zimmerman (SEAL)
Carolyn M. Zimmerman

(SEAL)

(SEAL)

4

5

LIBER 1253 PAGE 22 LIBER 143 PAGE 57

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of November, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

1150

Edward J. Brannan

Edward J. Brannan, Notary Public.

Rec'd for record Nov. 19, 1958 at 10:43 A.M.

Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney Named in Mortgage

vs.

Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife

"Plaintiffs' Exhibit No. 1".

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

LIBER 143 PAGE 58

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court For
	*	Anne Arundel County
vs.	*	Docket No. 20, Folio 306
Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife	*	Case No. 15155

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

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

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

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

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

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

Subscribed and sworn to before me this 23rd day of August, 1962.

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

FILED
1962 AUG 24 AM 9:27

LIBER 143 PAGE 59

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE
	*	ARUNDEL COUNTY *
vs.	*	
	*	Docket No. 20, Folio 316
Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife	*	Case No. 15,153

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife, dated November 17, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1253, folio 19 etc..

Original Mortgage	$ 9,000.00
Less Amt. Paid on Acct.	688.77
	$ 8,311.23
Interest to 9/24/62	74.92
	$ 8,386.15
Less Expense Acct.	36.86
Total	$ 8,349.29

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 23rd day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1962 AUG 24 AM 9:27

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

BER 11 PAGE 422

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 143 PAGE 60

15,155

Case No. ~~[illegible]~~ Equity
Dkt No. 20, fol 306

Edward J. Brannan, Attorney
named in the Mortgage

vs.

Vincent W. Zimmerman and
Carolyn N. Zimmerman, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,
Edward J. Brannan
of 541 Equitable Building, Baltimore, Maryland

as Principal ,
and 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 Nine Thousand and 00/100 ---------- Dollars ($ 9,000.00), 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 23rd day of August , in the year of our Lord, nineteen hundred and Sixty-two.

WHEREAS, the above bounden
Edward J. Brannan
by virtue of the power contained in a mortgage from Vincent W. Zimmerman and Carolyn N. Zimmerman, his wife to Leeds Federal Savings and Loan Association bearing date the 17th day of November , 19 58 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1253 Folio 19

and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered
in the presence of
Marguerite E. Holy

Edward J. Brannan (SEAL)

(SEAL)

Bond approved this 28th day of August, 1962
Eleanor G. Owings acting, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shields

Charles E. Shields, Attorney-in-Fact

B. L. Bolling, Witness to Surety

FILED
1962 AUG 28 AM 9:55

8

LIBER 143 PAGE 61

Edward J. Brannan,
Attorney Named in Mortgage

vs.

Vincent W. Zimmerman and
Carolyn M. Zimmerman, his wife

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

(In Equity)

Docket No. 20, Folio No. 306

Case No. 15,155

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 25th day of September, 1962, he sold at public auction, for the highest price the following described property:

Lot No. 2 on the unrecorded Plat of Lake Shore situate on the north side of Park Drive, at and for the price of Seventy Seven Hundred Dollars ($7700.00).

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

Witness:

Betty Y. Trueschler

E. T. NEWELL & CO., INC.

BY: Harry [illegible] Vice Pres.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of SEVENTY SEVEN HUNDRED DOLLARS ($7700.00) - - - - - - - - - - - - - - - - - - .

Witness:

Theodore C. Duck (SEAL)

Edward J. Brannan

Kathlyn K. Duck (SEAL)

1962 SEP 27 AM 9:39

No. 15,155 Equity

LIBER 143 PAGE 62

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25 day of Sept, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Theodore E. Diehl ~~and Kathlyn K. Diehl~~, 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.

Kathlyn K. Diehl and
Theodore E. Diehl,

By: Theodore E. Diehl (SEAL)
Purchasers

HARRY C. MILLER NOTARY PUBLIC BALTIMORE

Notary Public

FILED

1962 SEP 27 AM 9:39

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LIBER 143 PAGE 63

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL CO.
vs.	*	Docket No. 20 - Folio 306
Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife	*	Case No. 15,155
	*	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated November 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1253, folio 19 etc., from Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife, to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette newspaper published in Anne Arundel County for more then three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of September, 1962 at 2:oo P. M. attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Theodore E. Diehl and Kathlyn K. Diehl, his wife, at and for the sum of Seventy-Seven Hundred Dollars ($7700.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mortgage.

FILED

1962 SEP 27 AM 9:39

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable Fee Simple Property

KNOWN AS
2 PARK DRIVE, LAKE SHORE
ANNE ARUNDEL COUNTY, MD.

By virtue of and pursuant to the power of sale contained in the mortgage from Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife, to the Leeds Federal Savings and Loan Association dated November 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1253, folio 19 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Tuesday,
September 25, 1962
at 2:00 O'clock P.M.

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

BEGINNING for the same at a point on the north side of Park Drive said point being located the following two courses and distances from the southeasternmost corner of the conveyance from M. J. Swift Company, Inc., to Elmer O. Stafford and Gloria Stafford, his wife, by deed dated October 6, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 44 N. 32 degrees 17' W. 43 feet along the west side of Mountain Road and S. 62 degrees 30' W. 150 feet along the north side of Park Drive and running from thence and with the north side of Park Drive S. 62 degrees 30' W. 100 feet thence at right angles N. 27 degrees 30' W. 168 and 65-100 feet to a point in the south line of the property to be retained by Stafford thence with the same N. 77 degrees 12' E. 103 and 38-100 feet to the northwest corner of Lot No. 1 thence with the division line between Lots Nos. 1 and 2, S. 27 30' E. 142 and 42-100 feet to the place of beginning. Being Lot No. 2 on the unrecorded Plat of Lake Shore situate on the north side of Park Drive.

The aforesaid lot of ground is improved with a Frame One Story Dwelling, containing five (5) rooms and one (1) bath, oil-hot water heat.

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

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

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

EDWARD J. BRANNAN
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

S-20

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of September in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

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ORDER NISI

LIBER 143 PAGE 66

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

versus

VINCENT W. ZIMMERMAN AND CAROLYN M. ZIMMERMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,155 Equity

Ordered, this 27th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sale was $ 7,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Edward J. Brannan, Atty.
(Final Order)

For MARYLAND GAZETTE Oct. 4th Edition

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

versus

VINCENT W. ZIMMERMAN AND CAROLYN M. ZIMMERMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8-th 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 -8 PM 2:35

13

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable Fee Simple Property

KNOWN AS
2 PARK DRIVE, LAKE SHORE
ANNE ARUNDEL COUNTY, MD.

By virtue of and pursuant to the power of sale contained in the mortgage from Vincent W. Zimmerman and Carolyn M. Zimmerman, his wife, to the Leeds Federal Savings and Loan Association dated November 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1253, folio 19 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Tuesday,
September 25, 1962
at 2:00 O'clock P.M.

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

BEGINNING for the same at a point on the north side of Park Drive said point being located the following two courses and distances from the southeasternmost corner of the conveyance from M. J. Swift Company, Inc., to Elmer O. Stafford and Gloria Stafford, his wife, by deed dated October 6, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 44 N. 32 degrees 17' W. 43 feet along the west side of Mountain Road and S. 62 degrees 30' W. 150 feet along the north side of Park Drive and running from thence and with the north side of Park Drive S. 62 degrees 30' W. 100 feet thence at right angles N. 27 degrees 30' W. 168 and 65-100 feet to a point in the south line of the property to be retained by Stafford thence with the same N. 77 degrees 12' E. 103 and 38-100 feet to the northwest corner of Lot No. 1 thence with the division line between Lots Nos. 1 and 2, S. 27 30' E. 142 and 42-100 feet to the place of beginning. Being Lot No. 2 on the unrecorded Plat of Lake Shore situate on the north side of Park Drive.

No. 14

The aforesaid lot of ground is improved with a Frame One Story Dwelling, containing five (5) rooms and one (1) bath, oil-hot water heat.

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

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

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

EDWARD J. BRANNAN
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

S-20

OFFICE OF 15,155

Maryland Gazette

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

LIBER 143 PAGE 67

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1962

We hereby certify, that the annexed Mortgage Sale Vincent W. Zimmerman

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 25th day of September, 1962. The first insertion being made the 30th day of August, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT -3 PM 3:07

By H. Tedghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 68

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,155

Vincent W. Zimmerman

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,155 Equity

EDWARD J. BRANNAN, Attorney named in Mortgage

versus

VINCENT W. ZIMMERMAN and CAROLYN M. ZIMMERMAN, his wife

Ordered, this 27th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the sale was $7,700.00.

LOUIS N. PHIPPS, Clerk,

True Copy, TEST: LOUIS N. PHIPPS, Clerk,

O-25

No. M.G. 25615 NOV 8 AM 9:50

15

LIBER 143 PAGE 69

In the Case of

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

VS.

VINCENT W. ZIMMERMAN AND CAROLYN M. ZIMMERMAN, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,155 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 NOV 21 PM 3:54

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

November 21, 1962

FINAL ORDER

ORDERED BY THE COURT, this 7th 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: ....., deputy

FILED
1962 DEC -7 AM 9:12

16

Dr. Mortgaged Real Estate of Vincent W. Zimmerman & Carolyn M. Zimmerman, his wife

In Acct. with Edward J. Brannan, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed	7,700	00			
By	Interest, 6%, on deferred payment, $7,200.00 from 9/25/62 to 11/8/62	52	80			
By	Adjustment, 1962 Real Estate taxes 3 months 5 days	35	42			
				7,788	22	
To	Attorney, for fee, viz.	150	00			
To	Attorney, for commissions, viz.	261	00			
				411	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	97	24			
	U. S. Fidelity & Guar. Co. - bond	36	00			
	E. T. Newell & Company, Inc.					
	Auctioneer's fee 252.50					
	Advertising - Sun 33.90	286	40			
				419	64	
To	Leeds Federal Savings & Loan Association, Mortgagee, on account					

	of Mortgage claim			6,897	08
				7,788	22
	Balance due on Mortgage, as per				
	claim filed	8,349	29		
	Interest, 6%, on principal balance,				
	$8,311.23 from 9/25/62 to 12/6/62	99	96		
		8,449	25		
	Credit amount allowed above	6,897	08		
	This amount subject to decree in				
	personam	1,552	17		

18

GEORGE W. DeFRANCEAUX and J. HANSON BEALL, Trustees, 1722 L. Street, N.W. Washinton 6, D.C. Plaintiffs VS: DEWEY D. WILLIAMS and ELIZABETH G. WILLIAMS, his wife 3322 Pinewood Drive Annapolis, Maryland Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,033

: :

ORDER TO DOCKET SUIT

: :

Mr. Clerk:

Please docket the above entitled foreclosure proceedings and file as Petitioner's Exhibit #I the original Deed of Trust dated October 8th, 1959 and recorded on October 27, 1959 among the Land Records of Anne Arundel County in Liber G.T.C. No. 1343, folio 554, from Dewey D. Williams and Elizabeth G. Williams, his wife, to George W. De Franceaux and J. Hanson Beall, Trustees.

Thomas E. Chance

Thomas E. Chance

Attorney for Trustees

FILED

1960 OCT 11 AM 11:40

FHA Form No. 2127 m
(Revised March 1956)

BOOK 1343 PAGE 554

LIBER 143 PAGE 73

DEED OF TRUST

No. 14,033 Equity

THIS DEED, made this 8th day of October, 19 59, by and between Dewey D. Williams and Elizabeth G. Williams, his wife, as tenants by the entirety party of the first part and George W. DeFranceaux and J. Hanson Beall, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

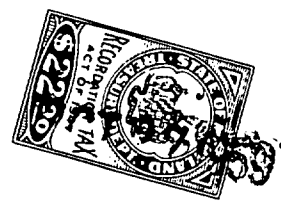
Frederick W. Berens, Inc., a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Ten thousand Four hundred and no/100 Dollars ($ 10,400.00), with interest from date at the rate of five & three-fourths per centum (5 3/4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Sixty and 74/100 Dollars ($ 60.74), commencing on the first day of December, 1959, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November 1989. Proceeds of the said loan to be applied to the purchase price of the hereinafter described property.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

Lands and premises situate, lying and being in Anne Arundel County, State of Maryland, known and distinguished as all of Lot numbered Thirty-Six in Block lettered "G" of the subdivision known as South River Manor as per plat thereof filed in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12) among the Land Records of said County.

Subject to all restrictions, rights of way, easements and other conditions contained in the deeds forming the chain of title to captioned property.



FILED
1960 OCT 11 AM 11:40

2 EXHIBIT No. 1

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, 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 at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(*a*) If this Deed of Trust and the said note secured hereby 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 holder of the note in funds with which to discharge its 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 holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 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, before the same become delinquent.

(*c*) All payments mentioned in the two 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 by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (*b*) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note 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 party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (*a*) of paragraph 2 hereof, which the holder of said note 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 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note 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 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

4

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust 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 Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

11. The party of the first part covenants and agrees that so long as this Deed of Trust 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 holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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 parties of the first part on the day and year first above written.

Witness:

F. W. Berens, Jr.
F. W. Berens, Jr.
as to both.

Dewey D. Williams [SEAL]
Dewey D. Williams

Elizabeth G. Williams [SEAL]
Elizabeth G. Williams

[SEAL]

[SEAL]

STATE ~~OF MARYLAND~~, District of Columbia to wit: BOOK 1343 PAGE 558

I HEREBY CERTIFY, That on this 8th day of October, 1959, before me, the subscriber, a Notary Public of the ~~State of Maryland~~, in and for the ~~county~~ aforesaid, personally appeared **Dewey D. Williams** and **Elizabeth G. Williams**, his wife, and they acknowledged the foregoing deed to be their act.

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

Doris L. McReynolds
Doris L. McReynolds *Notary Public.*

My commission expires: Jan 14. 1964

Rec'd for record Oct. 27, 1959 at 2:32 P.M.
Mailed to Frederick W. Berens, Inc.

1600

DEED OF TRUST

This form may be used as the security instrument in connection with Deeds of Trust to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221, and Section 809 of the National Housing Act.

STATE OF MARYLAND

LOAN NO.

Deed of Trust

Dewey D. Williams and Elizabeth G. Williams TO George W. DeFrancaux and J. Hanson Beall Trustees.

RECEIVED FOR RECORD on the day of 19 at o'clock M., and recorded in Liber No. at folio one of the Land Records.

RECEIVED FOR RECORD IN LIBER OF THE RECORDS OF PRINCE GEORGES COUNTY

59 OCT 27 PM 2:32

RECORDED IN LIBER G.R.C. NO. 1343 FOLIO 554

A. C. DUMVILL, CLERK

Examined by

Recorder

U. S. GOVERNMENT PRINTING OFFICE: 1959—O-483562

Return to: Frederick W. Berens, Inc.
1722 L Street N.W. Washington, D.C.

LIBER 143 PAGE 77

GEORGE W. DeFRANCEAUX J. HANSON BEALL, Trustees Plaintiffs	)	IN THE
vs.	)	CIRCUIT COURT
DEWEY D. WILLIAMS, and ELIZABETH G. WILLIAMS, his wife Defendants	)	FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,033

STATEMENT OF ACCOUNT

I, JOHN S. SMITH, the undersigned, being first sworn on oath, depose and say: That I am the duly authorized agent of FREDERICK W. BERENS, INC., the holder of the promissory note secured by the Deed of Trust the subject of the above-captioned foreclosure proceedings; that I have personal knowledge of the balance due upon said promissory note by virtue of having personal charge and control of all records and accounts in regard thereto; that I am authorized by said holder of said note to make this affidavit; that the balance due and owing on said promissory note including interest to September 1, 1960, is $ 11,273.27 to which should be added an overdraft in escrow in the amount of $ 9.80, leaving a final balance due of $ 11,283.07; that interest thereafter accrued at the rate of $ 49.73 per month.

John S. Smith
Assistant Treasurer
FREDERICK W. BERENS, INC.

Subscribed and sworn to before me this 12 day of September 1960.

My Commission Expires Aug. 14, 1962

Notary Public

FILED
1960 OCT 11 AM 11:40

Thomas E. Chance
P.O. Box 101
Glen Burnie, Md.

TRUSTEES SALE

GEORGE W. De FRANCEAUX & J. HANSON BEALL, Trustees, 1722 L Street, N.W. Washington 6, D.C.

Plaintiffs

VS:

DEWEY D. WILLIAMS and ELIZABETH G. WILLIAMS, his wife, 3322 Pinewood Drive Annapolis, Maryland

Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14033

Under and by virtue of the power and authority contained in a deed of trust from Dewey D. Williams and Elizabeth G. Williams, his wife, to George W. De Franceaux and J. Hanson Beall, Trustees, dated October 8, 1959 and recorded among the Land Records of Anne Arundel County on October 27, 1959 in Liber G.T.C. No. 1343, folio 554, the above named Trustees, under and by virtue of said power in said deed of trust (default having occurred under the aforementioned deed of trust) will sell at public auction on Tuesday, November 8, 1960 at Three O'Clock, P.M. at the Court House Door, in the City of Annapolis, Anne Arundel County, all that lot of ground and premises situate in Anne Arundel County, State of Maryland, known and distinguished as all of lot number Thirty-Six in Block Lettered "G" of the subdivision known as South River Manor as per plat thereof filed in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12), among the Land Records of said County.

This property is improved by a dwelling house consisting of five rooms and bath.

The property is subject to all restrictions, rights of way, easements and other conditions contained in the deeds forming the claim of title to captioned property.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00) cash, will be required at the time of sale and the balance of the purchase money to be paid in cash upon ratification of sale; said unpaid balance of purchase money to bear interest from the date of sale to the date of settlement.

Thomas E. Chance
Attorney for Trustees
To Nov. 3

LIBER 143 PAGE 78

OFFICE OF

THE STAR

GLEN BURNIE, MD., November 4, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Trustees Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 4th day of November 1960, that is to say the same was inserted in the issues of October 13, 20, 27, and November 3, 1960

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED
1960 NOV -4 AM 10:51

7

Form XG-4-DG

LIBER 10 PAGE 493

American Casualty
Company of Reading, Pennsylvania

Equity No. 14,033

BOND # 405729

LIBER 143 PAGE 79

KNOW ALL MEN BY THESE PRESENTS, that we GEORGE W. DeFRANCEAUX & J. HANSON BEALL Trustees, as Principal, and the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand Five Hundred and no/100----------($ 11,500.00) 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, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of October , in the year nineteen hundred and Sixty .

WHEREAS, the said GEORGE W. DeFRANCEAUX & J. HANSON BEALL

Trustees, by virtue of the authority vested in them by the terms of a certain Deed of Trust from DEWEY D. WILLIAMS & ELIZABETH G. WILLIAMS dated the 8th day of October in the year nineteen hundred and Forty-Nine and recorded among the Land Records of Anne Arundel County , Maryland, in Liber GTC 1343 at Folio 554 , is about to sell the land conveyed by said Deed of Trust, default having occurred thereunder in the payment of the money and in the convenants and conditions therein more fully set forth.

NOW THEREFORE, the condition of this obligation is such that if the above bounden, the said GEORGE W. DEFRANCEAUX & J. HANSON BEALL shall well and faithfully perform the trust reposed in them by said Deed of Trust 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 the property covered by said Deed of Trust or the proceeds of such sale, then this obligation shall be void, otherwise to be and remain in full force and virtue by law.

Signed, sealed and delivered in the presence of

(SEAL)

(SEAL)

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA

BY

Edward F. Egan, Attorney-in-Fact

The aforegoing bond is approved this 9th day of February in the year nineteen hundred and .

George T. Cromwell, Clerk
Clerk of the Circuit Court

FILED
1961 FEB -9 AM 11:13

Thomas E. Chance
P.O. Box 101
Glen Burnie, Md.

TRUSTEES SALE

George W. De Franceaux and
J. Hanson Beall, Trustees,
1722 L Street, N.W.
Washington 6, D.C.
Plaintiffs
VS:
Dewey D. Williams and
Elizabeth G. Williams, his wife
3322 Pinewood Drive
Annapolis, Maryland
Defendants
In The
Circuit Court
For
Anne Arundel County
Equity No. 14,033

Under and by virtue of the power and authority contained in a deed of trust from Dewey D. Williams and Elizabeth G. Williams, his wife, to George W. De Franceaux and J. Hanson Beall, Trustees, dated October 8, 1959 and recorded among the Land Records of Anne Arundel County on October 27, 1959 in Liber G.T.C. No. 1343, folio 554, the above named Trustees, under and by virtue of said power in said deed of trust (default having occurred under the aforementioned deed of trust) will sell at public auction on Friday, February 10, 1961 at Two O'Clock, P.M. at the Court House Door, in the City of Annapolis, Anne Arundel County, all that lot of ground and premises situate in Anne Arundel County, State of Maryland, known and distinguished as all of Lot numbers Thirty-Six in Block Lettered "G" of the subdivision known as South River Manor as per plat thereof filed in Cabinet numbered Four (4), Rod numbered G-5, Plat numbered Twelve (12), among the Land Records of said County.

This property is improved by a dwelling house consisting of five rooms and bath.

The property is subject to all restrictions, rights of way, easements and other conditions contained in the deeds forming the claim of title to captioned property.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00) cash, will be required at the time of sale and the balance of the purchase money to be paid in cash upon ratification of sale; said unpaid balance of purchase money to bear interest from the date of sale to the date of settlement.

Thomas E. Chance
Attorney for Trustees
To Feb. 9.

LIBER 143 PAGE 80

OFFICE OF

THE STAR

GLEN BURNIE, MD., February 10, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Trustees Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 10th day of February 1961, that is to say the same was inserted in the issues of January 19, 26, February 2, 9, 1961

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED

1961 FEB 10 PM 2:41

By Edith Greenwood

9

LIBER 143 PAGE 81

Eq. No. 14,033

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th day of February, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

J. Hanson Beall, Trustee

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.)

Dewey D. Williams & Elizabeth G. Williams, 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 10th day of Feb., 1961.

Notarial Seal

Thomas D. Chance
Notary Public.

My Commission will expire on:

Filed,

FILED
1961 FEB 10 PM 3:41

10

LIBER 143 PAGE 82

GEORGE W. DeFRANCEAUX

J. HANSON BEALL, Trustees

Plaintiff

VS.

DEWEY D. WILLIAMS and

ELIZABETH G. WILLIAMS, his wife

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,033

NON -MILITARY SERVICE AFFIDAVIT

DISTRICT OF COLUMBIA, CITY OF WASHINGTON
To Wit:

I HEREBY CERTIFY, that on this 2nd day of November, 1960, before me, the subscriber, a Notary Public of the DISTRICT OF COLUMBIA, personally appeared John S. Smith, the Assistant Treasurer of FREDERICK W. BERENS, INC., the holder of the promissory note secured by the Deed of Trust, the subject of the above-captioned foreclosure proceedings and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

My Commission Expires Aug. 14, 1962

James M. Kamenetz
Notary Public, DC

John S. Smith
John S. Smith Affiant

FILED

1961 MAR 13 PM 1:48

LIBER 143 PAGE 83

GEORGE W. DE FRANCEAUX and J. HANSON BEALL, TRUSTEES	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
VS:	:	FOR
DEWEY D. WILLIAMS and ELIZABETH G. WILLIAMS, his wife	:	ANNE ARUNDEL COUNTY EQUITY NO.14,033
DEFENDANTS	:	

: :

REPORT OF SALE

: :

To the Honorable, the Judges of said Court:

The Report of Sale of George W. DeFranceaux and J. Hanson Beall, Trustees, by Thomas E. Chance, their attorney respectfully states:

That the said George W. DeFranceaux and J. Hanson Beall, Trustees under a deed of Trust from Dewey D. Williams and Elizabeth G. Williams his wife, dated October 8, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1343, folio 554, after having given Bond with surety, duly approved as required by law, and having advertised the property described in said deed of trust in the Star, Anne Arundel County, Maryland, for more than twenty days giving notice in each of said publications of intention to sell the property described in said deed of trust and naming in each of said advertisements, Friday, February 10th, 1961, at 2:00P.M. as the time of sale at the Court House Door, in the City of Annapolis, the said undersigned trustee did attend in person at the Court House Door, in the City of Annapolis, on Friday 10th day of February, 1961, at 2: P.M. pursuant to the time and place named in said advertisements, and said Trustee did then and after offer said property at public sale and sold the same to Frederick W. Berens, Inc., whose post office address is 1722 L. Street N.W. Washington 6, D.C., at and for the sum of $11,615.56, it being the highest bidder therefor, and the said Trustee further reports that he has received the deposit of One Thousand Dollars ($1,000.00), as required by

12

the terms of said sale. A deposit of One Thousand Dollars ($I,000.00) paid at the time of sale and the balance of Ten Thousand-Six Hundred and Fifteen Dollars and fifty six cents ($I0,6I5.56), to be paid upon ratification of sale by this Honorable Court and balance of purchase money to bear interest from date of sale to date of settlement.

All of which is respectfully submitted.

George W. De Francisco

Trustee

Thomas E. Chance

Thomas E. Chance

Attorney for Trustees

Washington, District of Columbia:

I HEREBY CERTIFY that on this 2 day of ~~February,~~ March I96I, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared the above named George W. De Francisco Trustee, and made oath in due form of law that the above matters and things set forth in the aforegoing Report are true as stated and that said sale was fairly made.

Witness my hand and notarial seal this 2 day of ~~February,~~ March I96I.

My Commission Expires Aug. 14, 1962

Notary Public

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ORDER NISI

LIBER 143 PAGE 85

GEORGE W. DE FRANCEAUX and
J. HANSON BEALL, Trustees

versus

DEWEY D. WILLIAMS and
ELIZABETH G. WILLIAMS, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,033 Equity Equity

Ordered, this 13th day of March, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by George W. DeFranceaux and J. Hanson Beall, Trustees

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

The report states that the amount of sale was $ 11,615.56

FILED 1961 MAR. 13 PM 1:48

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

GEORGE W. DE FRANCEAUX and
J. HANSON BEALL, Trustees

versus

DEWEY D. WILLIAMS and
ELIZABETH G. WILLIAMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of April, 1961 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1961 APR 22 AM 9:08

1 cf.

LIBER 143 PAGE 86

OFFICE OF

The ANNE ARUNDEL STAR

GLEN BURNIE, MD., April 6, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 17th day of April 1961, that is to say the same was inserted in the issues of March 16, 23, 30, April 6, 1961

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Edith Greenwood

FILED
1961 APR -7 PM 3:42

ORDER NISI

GEORGE W. DE FRANCEAUX
and
J. HANSON BEALL, Trustees
versus
DEWEY D. WILLIAMS and
ELIZABETH G. WILLIAMS, his
wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,033 Equity

Ordered, this 13th day of March, 1961, That the sale of the Property in these proceedings mentioned, made and reported by George W. DeFranceaux and J. Hanson Beall, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

The report states that the amount of sale was $11,615.56.

George T. Cromwell Clerk.

TRUE TEST COPY:
George T. Cromwell Clerk.
Thomas E. Chance, Atty.

To April 6

15

LIBER 143 PAGE 87

In the Case of

GEORGE W. De FRANCEAUX and
J. HANSON BEALL, TRUSTEES

VS.

DEWEY D. WILLIAMS and
ELIZABETH G. WILLIAMS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,033 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 24, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th 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: ay, deputy

FILED

1962 SEP 13 PM 3:30

Dr. Mortgaged Real Estate of Dewey D. Williams & Elizabeth G. Williams, his wife

In Acct. with George W. DeFranceaux & J. Hanson Beall, Trustees

Cr.

	By	Amount of Sale, as per Trustees Report of Sale, filed	11,615	56		
	By	Interest, 6%, on deferred payment $10,615.00, from 2/10/61 to 3/26/62	783	18		
					12,398	74
	To	Trustees, for commissions in accordance with provisions of the Deed of Trust, viz.	124	69		
					124	69
	To	Trustees for court costs, viz.				
		Plaintiff's Solicitor appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	22	50		
					60	50
	To	Trustees for disbursements, viz.				
		The Anne Arundel Star Advertisement & Nisi - Sale	105	00		
		American Casualty Co.- bond	46	00		
		Adjustment, 1961 real estate taxes 1/1/61 to 6/16/61	62	50		
		½ Federal & State Revenue Stamps	19	80		
		Notary fees	2	00		
					235	30
	To	Trustees on account of Mortgage claim			11,978	25
					12,398	74
		Balance due on Mortgage, as per Mortgage claim filed	11,283	07		

		Interest on principal balance at				
		$49.73 per month from 9/1/60 to				
		3/26/62	936	92		
			12,219	99		
		Credit amount allowed above	11,978	25		
		This amount subject to decree in				
		personam	241	74		

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES EDWARD BUTLER AND DARLENE M. BUTLER, HIS WIFE	:	(In Equity) No. 15,108

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 James Edward Butler and Darlene M. Butler, his wife to Baltimore Federal Savings and Loan Association, dated January 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1271 folio 218.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 JUL 30 AM 9:19

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.

No. 15,108 Equity

MARYLAND

LIBER 143 PAGE 91

MORTGAGE

BOOK 1271 PAGE 218

THIS MORTGAGE, made this 30th day of January, A. D. 19 59, by and between JAMES EDWARD BUTLER and DARLENE M. BUTLER, 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 THIRTEEN THOUSAND FIVE HUNDRED and 00/100ths Dollars ($ 13,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-fourths per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy and 43/100ths Dollars ($ 70.43), commencing on the first day of March, 1959, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~[illegible]~~ January 29, 1989, ~~[illegible]~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 11, Block G, as shown on the Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 214 Hollywood Court.

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 immediatley prior hereto was granted and assigned by Silver Holding Corporation unto the within named Mortgagors.

FILED

1962 JUL 30 AM 9:20

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

2

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120) Dollars payable half-yearly on the 30th days of July and January in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness: Robert F. Nayden
ROBERT F. NAYDEN

James Edward Butler [SEAL]
James Edward Butler
[SEAL]
Darlene M. Butler [SEAL]
Darlene M. Butler
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1271 PAGE 222

I HEREBY CERTIFY, That on this 30th day of January, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared James Edward Butler and Darlene M. Butler, 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.

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

Rec'd for record Feb. 4, 1959, at 12:29 P.M.
Mailed to The Colonial Title Guarantee Co.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

tion No. 49966
by med
ed by T.C. Examiner
for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
JAMES EDWARD BUTLER AND
DARLENE M. BUTLER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

MILITARY AFFIDAVIT

Docket folio

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 aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants, James Edward Butler and Darlene M. Butler, 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 JUL 30 AM 9:19

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JAMES EDWARD BUTLER AND

DARLENE M. BUTLER, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,108 Equity

LIBER 143 PAGE 96

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **James Edward Butler and Darlene M. Butler, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **30th** day of **January** 19 59, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.No. 1271** Folio **218** .

Amount of Mortgage	**$13,500.00**
Less - amount paid on principal	**616.98**
	12,883.02
Plus - interest to 8/24/62	**448.80**
	13,331.82
Plus - overdraft in expense account	**122.87**
	13,454.69

12883.02
122.87
13006.89

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, 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 30 AM 9:19

Clara M. Link

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

7

no 15,108 Equity

Mortgagee and Attorney's Bond. 1-369

LIBER 143 PAGE 97

ER 11 PAGE 450

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0266-0274-1838-62

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 THIRTEEN THOUSAND, FIVE HUNDRED AND NO/100 ($13,500.00) - - - - - - - - - - - - - - - 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 21st day of September 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 James Edward Butler and Darlene M. Butler, his wife to Baltimore Federal Savings & Loan Association bearing date the 30th day of January nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1271, Folio 218, and

214 Hollywood Court, 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. Lich
~~XXXXX~~
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 25 day of September 1962

Louis N. Phipps, Clerk

FILED

1962 SEP 25 AM 9:15

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES EDWARD BUTLER AND DARLENE M. BUTLER, HIS WIFE	:	IN EQUITY, No. 15,108

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 26th day of September, 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

FILED
1962 SEP 28 PM 12:07

Clara M. Link
Clara M. Link Notary Public

9

WALTER S. CALWELL, **Attorney Named in Mortgage**	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	**ANNE ARUNDEL COUNTY**
JAMES EDWARD BUTLER AND DARLENE M. BUTLER, HIS WIFE	:	(In Equity)- **No. 15,108**
	:	

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 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1271 folio 218** from said **James Edward Butler and Darlene M. Butler, 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 **26th** day of **September, 1962** at **three P.M.,** attend on the premises and then and there sold the **leasehold** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 11, Block G, as shown on the Plat entitled "Section 2, Hammarlee Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 36, the improvements whereon are now known as No. 214 Hollywood Court; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 SEP 28 PM 12:07

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

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from James Edward Butler and Darlene M. Butler, his wife to Baltimore Federal Savings and Loan Association, dated January 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1271 folio 218 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
September 26, 1962
at 3:0 O'clock P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County in the Development of "Hammarlee Estates" off Furnance Branch Road, Glen Burnie Section, and described as follows:

Being known and designated as Lot No. 11, Block G, as shown on the Plat entitled "Section 2, Hammerlee Estates" which Plat is recorded among the Land Records of Anne Aundel County in Plat Book 30, folio 36; the improvements whereon are known as No. 214 Hollywood Court.

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

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

The improvements consist of a new one story brick veneer and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat, full basement.

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

S-20

LIBER 143 PAGE 100

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 Twelve Thousand five Hundred ($12,500.00) 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 **27th** 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 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

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ORDER NISI

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

JAMES EDWARD BUTLER AND DARLENE M. BUTLER, HIS WIFE

LIBER 143 PAGE 101

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,108 Equity

Ordered, this 28th day of September, 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 5th 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 5th day of November next.

The report states that the amount of sale was $ 12,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. For MARYLAND GAZETTE Oct. 4th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

JAMES EDWARD BUTLER AND DARLENE M. BUTLER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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.

FILED

1962 NOV -8 PM 2:32

12

Baltimore Federal Building
Baltimore 2, Md.
Solicitors

Attorney's Sale

Of Valuable Leasehold Property

CALLAHAN AND CALWELL

Under and by virtue of the power and authority contained in a Mortgage from James Edward Butler and Darlene M. Butler, his wife to Baltimore Federal Savings and Loan Association, dated January 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1271 folio 218 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, September 26, 1962 at 3:0 O'clock P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County in the Development of "Hammarlee Estates" off Furnance Branch Road, Glen Burnie Section, and described as follows:

Being known and designated as Lot No. 11, Block G, as shown on the Plat entitled "Section 2, Hammerlee Estates" which Plat is recorded among the Land Records of Anne Aundel County in Plat Book 30, folio 36; the improvements whereon are known as No. 214 Hollywood Court.

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

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

The improvements consist of a new one story brick veneer and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat, full basement.

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

S-20

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OFFICE OF 15,108

Maryland Gazette

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

LIBER 143 PAGE 102

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed

Attorney's Sale

James Edward Butler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of September, 1962 The first insertion being made the 30th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1962 OCT -3 PM 3:34

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,108 Equity

WALTER S. CALWELL

Attoriey Named in Mortgage

VERSUS

JAMES EDWARD BUTLER and DARLENE M. BUTLER, his wife

Ordered, this 28th day of September, 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 5th 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 5th day of November next.

The report states that the amount of sale was $12,500.00.

LOUIS N. PHIPPS, Clerk

Ture Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-25

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 103

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,108 James Edward Butler was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 256302 1962 NOV -8 AM 9:50

By H. Tilghman

14

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

JAMES EDWARD BUTLER AND DARLENE M. BUTLER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,108 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 NOV 26 PM 2:14

All of which is respectfully submitted.

November 26, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th 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.

Clerk
Per: , deputy

FILED
1962 DEC 12 AM 10:15

15

14.

Dr. Mortgaged Real Estate of James Edward Butler & Darlene M. Butler, 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	12,500	00		
	By	Interest, 6%, on deferred payment, $12,000.00 from 9/26/62 to 11/9/62	89	58		
	By	Adjustment, 1962 Real Estate taxes, from 9/26/62 to 12/31/62	53	67		
					12,643	25
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commission viz.	405	00		
					455	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 Co. - bond	54	00		
		E. T. Newell & Co., Inc.-Auctioneer's fee	35	00		
		Notary fee	1	25		
		Adjustment, ground rent from 7/30/62 to 9/26/62	18	68		
					190	45

	To Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			11,937	30
				12,643	25
	Balance due on Mortgage, as per claim filed	13,454	69		
	Interest, 4 3/4%, on principal balance, $13,005.89, from 8/25/62 to 12/10/62	180	23		
		13,634	92		
	Credit amount allowed above	11,937	30		
	This amount subject to decree in personam	1,697	62		

LIBER 143 PAGE 107

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MARION LOUIS JORDAN AND MILDRED F. JORDAN, HIS WIFE	:	(In Equity) No 15,130

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 Marion Louis Jordan and Mildred F. Jordan, his wife to Baltimore Federal Savings and Loan Association dated November 15th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 534.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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LIBER 143 PAGE 108

LIBER 1166 PAGE 534

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

MORTGAGE

No. 15,130 Equity

THIS MORTGAGE, made this 15th day of November, A. D. 1957, by and between MARION LOUIS JORDAN and MILDRED F. JORDAN, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND NINE HUNDRED SEVENTY-FIVE and 00/100 Dollars ($ 12,975.00), 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 (4 1/2%) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-five and 75/100 Dollars ($ 65.75), commencing on the first day of January, 1958, 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~~ November 14, 1987 ~~xxx~~. 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 7 Block A as shown on the Plat of Longview on the Magothy, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24 folio 33.

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 Kallas & Sons, Inc. unto the herein Mortgagors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of **Fifty** Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

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

Marion Louis Jordan [SEAL]
Marion Louis Jordan

[SEAL]

Mildred F. Jordan [SEAL]
Mildred F. Jordan

[SEAL]

STATE OF MARYLAND, **City of Baltimore** to wit: LIBER 1166 PAGE 538

I HEREBY CERTIFY, That on this 15th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City** aforesaid, personally appeared **Marion Louis Jordan and Mildred F. Jordan, 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.

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

Rec'd for record Nov. 16 1957 at 10.36 A.M.
Mailed to The Colonial Title Guarantee Co.

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

Application No. 46028
Entered by ep
Approved by
Ready for record
Examiner

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

MARION LOUIS JORDAN AND
MILDRED F. JORDAN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 143 PAGE 112

MILITARY AFFIDAVIT

No. 15,130 Equity
Docket 20 folio 293

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of August 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, Marion Louis Jordan and Mildred F. Jordan, his wife

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

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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1962 AUG -7 AM 9:30

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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MARION LOUIS JORDAN AND

MILDRED F. JORDAN, HIS WIFE

IN THE LIBER 143 PAGE 113

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,130

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Marion Louis Jordan and Mildred F. Jordan, his wife

to Baltimore Federal Savings and Loan Association

dated the 15th day of November 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 Folio 534 .

Amount of Mortgage	$12,975.00
Less - amount paid on principal	854.73
	12,120.27
Plus - interest to 8/30/62	485.06
	12,605.33
Less - balance in expense account	71.43
	12,533.90

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 6th day of August 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.

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1962 AUG -7 AM 9:30

Clara M. Link

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

7

15,130 Equity

Mortgagee and Attorney's Bond.

1-369

LIBER 143 PAGE 114

11 PAGE 451

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO. 0466-0274-1839-62

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND, SIX HUNDRED AND NO/100 ($12,600.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 21st day of September 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 Marion Louis Jordan and Mildred F. Jordan, his wife to Baltimore Federal Savings & Loan Association bearing date the 15th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1166, Folio 534, and

is about to sell the land and premises described in said Mortgage, Lot "7A", Doris Drive, Anne Arundel County, 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. Fink

~~XXXXXX~~

WITNESS:

S. Alvey

S. Alvey

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1962 SEP 25 AM 9:15

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Walter S. Calwell (Seal)

Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols

R. H. Nichols, Attorney-in-Fact

Bond approved this 25 day of September, 1962

Louis N. Phipps, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
MARION LOUIS JORDAN AND MILDRED F. JORDAN, HIS WIFE	:	ANNE ARUNDEL COUNTY IN EQUITY, No. 15,130

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 26th day of September, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASSN.

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

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1962 SEP 28 PM 12:08

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

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LIBER 143 PAGE 116

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MARION LOUIS JORDAN AND MILDRED F. JORDAN, HIS WIFE	:	(In Equity) - No. 15,130
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 15th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 534 from said Marion Louis Jordan and Mildred F. Jordan, 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 26th day of September, 1962 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 7, Block A, as shown on the Plat of Langview on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 33; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 SEP 28 PM 12:08

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 Marion Louis Jordan and Mildred F. Jordan, his wife to Baltimore Federal Savings and Loan Association, dated November 15th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 534 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, September 26, 1962 at 3:30 O'clock P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, Arnold area, on the Magothy River, near Mago Vista and described as follows:

Being known and designated as Lot No. 7, Block A, on the Plat of Longview on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 33, situate on the westerly side of Doris Drive, opposite Louise Lane, having a frontage of 75 feet with an even depth of 150 feet.

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 consists of a modern detached frame dwelling, 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

S-20

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 Twelve Thousand ($12,000.00) 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 **27th** 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 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

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ORDER NISI

LIBER 143 PAGE 118

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

MARION LOUIS JORDAN AND MILDRED F. JORDAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,130 Equity

Ordered, this 28th day of September, 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 5th 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 5th day of November next.

The report states that the amount of sale was $ 12,000.00

Louis H. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. For MARYLAND GAZETTE Oct. 4th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

MARION LOUIS JORDAN AND MILDRED F. JORDAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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.

FILED

1962 NOV -8 PM 2:33

12

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Marion Louis Jordan and Mildred F. Jordan, his wife to Baltimore Federal Savings and Loan Association, dated November 15th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 534 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, September 26, 1962 at 3:30 O'clock P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, Arnold area, on the Magothy River, near Mago Vista and described as follows:

Being known and designated as Lot No. 7, Block A, on the Plat of Longview on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 33, situate on the westerly side of Doris Drive, opposite Louise Lane, having a frontage of 75 feet with an even depth of 150 feet.

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 consists of a modern detached frame dwelling, 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

13

S-20

15,130

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 119

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed

Attorney's Sale

Marion Louis Jordan

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 September, 1962 The first insertion being made the 30th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

OCT -3 PM 3:34

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,130 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
VERSUS
MARION LOUIS JORDAN and MILDRED F. JORDAN, his wife

Ordered, this 28th day of September, 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 5th 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 5th day of November next.

The report states that the amount of sale was $12,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

O-25

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 120

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,130

Marion Louis Jordon

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 25436

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LIBER 143 PAGE 121

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

MARION LOUIS JORDON AND MILDRED F. JORDON, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15, 130 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 NOV 26 PM 2:14

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

November 26, 1962

FINAL ORDER

ORDERED BY THE COURT, this 12th 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. Phillips
Clerk
Per: H. Fitzhugh, deputy

FILED
1962 DEC 12 AM 10:14

15

Dr. Mortgaged Real Estate of Marion Louis Jordon & Mildred F. Jordon, 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	12,000	00			
By	Interest, 6%, on deferred payment, $11,500.00 from 9/26/62 to 11/9/62	86	00			
By	Adjustment, 1962 Real Estate taxes 9/26/62 to 12/31/62	40	21			
				12,126	21	
To	Attorney, for fee, viz.	50	00			
To	Attorney, for commissions, viz.	390	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.					
	Advertisment & Nisi - Sale	78	00			
	New Amsterdam Casualty Co. - bond	50	40			
	E. T. Newell & Co., Inc.- Auctioneer's fee	35	00			
	Notary Public	1	25			
				164	65	
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account					

		of Mortgage claim			11,461	06
					12,126	21
		Balance due on Mortgage as per claim				
		filed	12,533	90		
		Interest, 4½%, on principal balance,				
		$12,048.84 from 9/1/62 to 12/10/62	150	60		
			12,684	50		
		Credit amount allowed above	11,461	06		
		This amount subject to decree in				
		personam	1,223	44		

PETITION FOR FORECLOSURE

CENTURY SAVINGS AND LOAN

ASSOCIATION OF BALTIMORE CITY, INC.
a body corporate

PLAINTIFF

VS.

THE G. M.C. REALTY COMPANY

DEFENDANT

LIBER 143 PAGE 124

IN THE

CIRCUIT COURT

FOR
~~XOF~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~ x

No. 15,110 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 27th day of June A. D. 1958 the defendant executed and delivered to said Plaintiff a mortgage upon certain leasehold property in Anne Arundel County ~~the City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $ 9225.00 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 occurred in the conditions and covenants of said Mortgage.

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.

Serg & Ditto Attorneys
1219 Fidelity Building Balto., Md
Attorney for Plaintiff

FILED
1962 JUL 30 AM 9:52

D. R. City/County

LIBER 143 PAGE 125

LIBER 1217 PAGE 99 No. 15,110 Equity

This Mortgage,

Made this 27th day of June in the year one thousand, nine hundred and fifty-eight between

THE G. M. C. REALTY COMPANY, a body corporate

of the State of Maryland, MORTGAGOR, and

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said THE G. M. C. REALTY COMPANY

being a member of the said body corporate, has received therefrom an advance of nine thousand two hundred twenty-five dollars ($9,225.00) on eighty-nine shares of its stock

used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGOR being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGOR does hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6 %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including principal and interest) of sixty-six dollars and ten cents ($66.10) commencing on the -first - - -day of - -August, 1958- - -and continuing on the- -first- - day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagor, under the Act of Incorporation and/or Constitution and By Laws of said body corporate, are fully paid.

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said THE G. M. C. REALTY COMPANY

does grant unto the said body corporate, mortgagee,

its successors and assigns, all that lot of ground situate and lying in Anne Arundel County

State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 511 on the Amended Plat of Munroe Gardens No. 1 filed among the Plat Records of Anne Arundel County, formerly in Plat Cabinet No. 4, Rod G-6, Plat No. 2, but now in Plat Book 24, folio 7. The improvements thereon being known as No. 511 Wimmer Road.

1962 JUL 30 AM 9:52

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BEING the same lot of ground which, by Deed dated May 9, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1206, folio 118, was granted and conveyed by William F. Boone, Jr. and Minerva J. Boone, his wife, unto The G. M. C. Realty Company.

THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagor, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Acts of 1955 Annotated Code of Maryland.

THIS loan may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

IN order to cover the extra expense of handling delinquent payments, the mortgagor agrees to pay a "late charge", not to exceed two per cent (2%) of the total monthly payment (principal, interest and expense) whenever such monthly payment is more than ten (10) days past due; such charge, however, may be waived at the option of the mortgagee.

Together, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assigns to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR, and to collect said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

To Have and to Hold the said lot of ground and premises unto the said body corporate, 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 and eight dollars ($108.00) payable in equal semi-annual installments on the fourteenth (14th) 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 its part contained, then this mortgage shall be void.

And the said Mortgagor , hereby covenants and agrees with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, a monthly sum equal to 1/12 of the aggregate of the ground rent (if any) water rent, taxes, public charges and assessments and insurance premiums chargeable or assessed against said property upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGOR further agrees that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that its successors or assigns will on demand pay such deficiency; said MORTGAGOR further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor also covenants and agrees :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGOR or its assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; 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; and the said MORTGAGOR hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR hereby also authorizes and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to 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 it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR shall, in addition to such other sum or sums with which it shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR , for itself, its successors and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the MORTGAGOR , of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by it to the party inserting said advertisement or notice, 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 amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGOR for itself, its successors and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY 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, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of SEVENTY-FIVE Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR its successors or assigns.

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LIBER 143 PAGE 128 LIBER 1217 PAGE 102

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

WITNESS the corporate seal of said body corporate, mortgagor, and the [redacted] signature of JEROME S. CARDIN, Vice President thereof.

TEST:

J. Henry Ditto

THE G. M. C. REALTY COMPANY (Seal)

BY: Jerome S. Cardin (Seal)

Jerome S. Cardin, Vice President

(SEAL)

(SEAL)

THE G.M.C. REALTY COMPANY MARYLAND 1954

State of Maryland, Baltimore City, ss

I Hereby Certify, that on this 27th day of June one thousand, nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared

JEROME S. CARDIN, Vice-President of THE G. M. C. REALTY COMPANY

the MORTGAGOR named in the foregoing mortgage, and he acknowledged the aforegoing mortgage to be the act of said body corporate, mortgagor.

At the same time also appeared W. RAMSAY COULSON President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As Witness my hand and Notarial Seal.

Rec'd for record July 7 1958 at 12:31 P.M. 1100

Mailed to Levy & Ditto

J. Henry Ditto Notary Public.

60-604

Mortgage

FROM

THE G. M. C. REALTY COMPANY

TO

CENTURY SAVINGS AND LOAN

ASSOCIATION OF BALTIMORE

CITY, INC.

Block No.

Received for record 19

at o'clock M. Same day recorded in Liber

No. Folio one of the Land Records of

and examined per

Clerk.

Cost of record $ 11.00

RECORDED IN LIBER GTC NO. 1217 Folio 99

RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 JUL -7 PM 12:31

LEVY AND DITTO
ATTORNEYS AT LAW
804-805 FIDELITY BUILDING
BALTIMORE, MD.

1000—1-57—J. D. L.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY,
INC. a body corporate
PLAINTIFF

VS.

THE G.M.C. REALTY COMPANY
DEFENDANT

PETITIONER'S EXHIBIT NO. 1

Mr. Clerk:

Please file, etc.

STATEMENT OF MORTGAG CLAIM LIBER 143 PAGE 129

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY, INC.
a body corporate
PLAINTIFF

vs.

THE G.M.C. REALTY COMPANY

DEFENDANT

IN THE

CIRCUIT COURT

FOR

~~XXXXXX~~
ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXXXXXX~~
No. 15110 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$9225.00
Interest to July 26th 1962	200.76
4 months Late charge	7.60
	9433.36
Credit in expense account	97.16
	9336.20
Amount paid on principal of loan	980.31
Balance due.	$8355.89

Richard W. Phoebus
Asst. Treasurer-Century Savings and Loan
Association of Baltimore City, Inc.

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 Richard W. Phoebus, Asst. Treasurer of the Century Savings and Loan Association of Baltimore City, 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.

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE CITY

1962 JUL 30

As witness my hand and Notarial Seal,

William M. Levy
WILLIAM M. LEVY *Notary Public.*

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DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 143 PAGE 130

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC a body corporate.

PLAINTIFF

vs.

THE G. M. C. REALTY COMPANY

DEFENDANT

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,110 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 31st 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 be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM M. LEVY 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 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 Eight Thousand ($8,000 00/xx) 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 ANNE ARUNDEL COUNTY, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account 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 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 30 PM 4:14

Bond No. 76 36 873

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3* LIBER 143 PAGE 131

SER 11 PAGE 456 No. 15,110 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1219 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of September in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden William M. Levy 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 Century Savings and Loan Association of Baltimore City, Inc.

vs:

The G. M. C. Realty Company

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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:

John H. Ditto, Jr.
JOHN H. DITTO, JR.

William M. Levy (SEAL)
William M. Levy

(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

Bond approved this 27th day of September, 1962

Louis N. Phipps, Clerk

1962 SEP 27 AM 10:03

8

LEVY AND DITTO
1219 Fidelity B[illegible]ng
Baltimore 1, M[illegible] and

Trustee's Sale

Of Valuable Leasehold Property

NO. 511 WIMMER ROAD
GLEN BURNIE

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket No. 20, folio 283) the undersigned Trustee will sell at public auction on the premises, on

Tuesday, October 2, 1962

at 2:00 o'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON, situate in the Third Election District of Anne Arundel County, being known and designated as Lot No. 511 as shown on the Amended Plat of Munroe Gardens No. 1 filed among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 7. The improvements on said lot of ground being known as No. 511 Wimmer Road.

SUBJECT to an annual ground rent of $108.00 and any utility agreements and restrictive covenants of record affecting the property. Improved by a one story asbestos shingle dwelling containing 3 bedrooms with hot air gas fired heat.

TERMS OF SALE: A cash deposit of $750.00 will be required of the Purchaser at the time and place of sale. Balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per centum (6 per cent) per annum from day of sale to day of settlement. Taxes and all other public charges, including water and sewer benefit, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by Purchaser.

WILLIAM M. LEVY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue,
Baltimore 1, Md.

S-27

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OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 132

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1962

We hereby certify, that the annexed

Trustee's Sale
No. 511 Wimmer Road,
Glen Burnie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of October, 1962. The first insertion being made the 6th day of September, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1962 SEP 28 PM 4:17

LIBER 143 PAGE 133

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared KARL M. LEVY, Vice-President CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. - - - - - - - - - - - - - , 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.

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

BY: Karl M. Levy

Purchaser
Karl M. Levy, Vice-President

Notary Public

HARRY C. MILLER NOTARY PUBLIC BALTIMORE, MD.

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. INCORPORATED MARCH 31, 1905

FILED

1962 OCT -4 AM 10:17

16

REPORT OF SALE

LIBER 143 PAGE 134

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(In Equity)

Equity Docket #20, Folio 283

Case #15,110

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

vs. Plaintiff

THE G.M.C. REALTY COMPANY

Defendant

To The Honorable Judge of the Circuit Court ~~of Baltimore City~~:

FOR ANNE ARUNDEL COUNTY:

The Report of Sale of WILLIAM M. LEVY

Trustee appointed by the decree in the above entitled cause, to make sale of

the leasehold property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said 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 Glen Burnie, Maryland ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the Second day of October, 19 62 at 2:00 o'clock P.M. attend on the premises and then and there sold the leasehold property being known as 511 Wimmer Road in the development of Munroe Gardens, Third Election District of Anne Arundel County, State of Maryland, and fully described in a copy of the advertisement in the Maryland Gazette attached hereto unto Century Savings and Loan Association of Baltimore City, Inc. at and for the price or sum of eighty-four hundred and fifty dollars ($8,450.00) (cash upon ratification of sale) which was then and there the highest bidder therefor.

Respectfully submitted

William M. Levy

William M. Levy, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 3rd day of October, 19 62 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM M. LEVY

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,

Effie M. Sullivan

Notary Public.

EFFIE M. SULLIVAN

FILED

1962 OCT -4 AM 10:17

1219 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 511 WIMMER ROAD
GLEN BURNIE

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket No. 20, folio 283) the undersigned Trustee will sell at public auction on the premises, on

Tuesday, October 2, 1962

at 2:00 o'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON, situate in the Third Election District of Anne Arundel County, being known and designated as Lot No. 511 as shown on the Amended Plat of Munroe Gardens No. 1 filed among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 7. The improvements on said lot of ground being known as No. 511 Wimmer Road.

SUBJECT to an annual ground rent of $108.00 and any utility agreements and restrictive covenants of record affecting the property. Improved by a one story asbestos shingle dwelling containing 3 bedrooms with hot air gas fired heat.

TERMS OF SALE: A cash deposit of $750.00 will be required of the Purchaser at the time and place of sale. Balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per centum (6 per cent) per annum from day of sale to day of settlement. Taxes and all other public charges, including water and sewer benefit, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by Purchaser.

WILLIAM M. LEVY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue,
Baltimore 1, Md.

S-27

ORDER NISI

LIBER 143 PAGE 136

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY, INC.

versus

THE G.M.C. REALTY COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,110 Equity

Ordered, this 4th day of October, 19 62, That the sale of the property in these proceedings mentioned made and reported by WILLIAM M. LEVY, TRUSTEE

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

The report states that the amount of sale was $ 8,450.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WILLIAM M. LEVY, ATTY. FOR: MARYLAND GAZETTE OCTOBER 11th EDITION

(Final Order)

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY, INC.

versus

THE G.M.C. REALTY COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 19 62 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 Bose Duckett
JUDGE.

FILED
1962 NOV 14 PM 4:00

12

Add'l Bond No. 76 36 873

No. 15,110 Equity

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

LIBER 143 PAGE 137
LIBER 11 PAGE 473

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1219 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Hundred Fifty and 00/100($450.00) ---------- 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 8th day of October in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden William M. Levy 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 Century Savings and Loan Association of Baltimore City, Inc.

vs:

The G. M. C. Realty Company

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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:

John H. Ditto Jr.
JOHN H. DITTO, JR.

William M. Levy (SEAL)
William M. Levy

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1890

MD3116a—500, 3-62 159921
Trustee's Bond

Bond approved this 17th day of October 1962

Louis N. Phipps, Clerk

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 138

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,110
The G. M. C. Realty Co.
($8,450.00)

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 November, 1962. The first insertion being made the 11th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,110 Equity
CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

VERSUS

THE G. M. C. REALTY COMPANY

Ordered, this 4th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM M. LEVY, TRUSTEE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of November next.

The report states that the amount of sale was $8,450.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-1

1962 NOV -9 PM 4:19

No. M. G. 25420

14

In the Case of

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

VS.

THE G. M. C. REALTY COMPANY

In the

Circuit Court

For

Anne Arundel County

No. 15,110 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 DEC -3 PM 2:42 FILED

All of which is respectfully submitted.

December 3, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th 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.

Clerk

Per: ....., deputy

FILED
1962 DEC 19 AM 9:47

15

Dr. Mortgaged Real Estate of The G. M. C. Realty Company

In Acct. with William M. Levy, Trustee

					Cr.	
By	Amount of Sale, as per Trustee's					
	Report of Sale filed	8,450	00			
	Interest, 6%, on deferred payment,					
	$8,450.00 10/2/62 to 11/14/62	59	05			
	Adjustment, 1962 Real Estate Taxes,					
	2 months, 29 days	40	55			
	Adjustment, 1962 Sanitary charges,					
	2 months, 29 days	7	72			
	Refund, insurance premium	22	25			
					8,579	57
To	Trustee, for fee, viz.	190	00			
					190	00
To	Trustee, for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	31	00			
	Auditor, this account	22	50			
					63	50
To	Trustee, for disbursements, viz.					
	Capital-Gazette Press, Inc.					
	Advertisement & Nisi - Sale	71	00			
	Fidelity & Deposit Company - bond	33	80			
	E. T. Newell & Company, Inc.					
	Auctioneer's fee 35.00					
	Advertising - Sun 16.95	51	95			
	Adjustment, ground rent, 2 months,					
	17 days	23	10			
	Notary fees	1	00			
					180	85

	To	Century Savings & Loan Association of Baltimore City, Mortgagee, on account of Mortgage claim			8,145	22
		Balance due on Mortgage, as per claim filed	8,355	89		
		Interest, 6%, on principal balance, $8,147.53 from 7/27/62 to 12/18/62	191	63		
			8,547	52		
		Credit amount allowed above	8,145	22		
		This amount subject to decree in personam	402	30		

PETITION FOR FORECLOSURE

LIBER 143 PAGE 142

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY, INC.
a body corporate.
VS. PLAINTIFF

THE G. M.C. REALTY COMPANY

DEFENDANT

IN THE

CIRCUIT COURT

FOR

~~XXXXX~~

ANNE ARUNDEL COUNTY

~~XBALTIMORE CITYXX~~

No. 15,111 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 4th day of June A. D. 1958 the defendant executed and delivered to said Plaintiff 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 $ 9600.00 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 occurred in the conditions and covenants of said Mortgage.

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.

Leon & Dietz Attorneys
1219 Fidelity Building Balto. Md
Attorney for Plaintiff

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1962 JUL 30 AM 9:53

D. R. City/County

LIBER 1209 PAGE 474 LIBER 143 PAGE 143

This Mortgage,

Made this 4th day of June in the year one thousand, nine hundred and fifty-eight between

THE G. M. C. REALTY COMPANY, a body corporate

of the State of Maryland, MORTGAGOR, and

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said THE G. M. C. REALTY COMPANY

being a member of the said body corporate, has received therefrom an advance of nine thousand six hundred dollars ($9,600.00) on ninety-three shares of its stock

used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGOR being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGOR does hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6 %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including principal and interest) of sixty-eight dollars and seventy-eight cents ($68.78) commencing on the 15th day of July, 1958 and continuing on the 15th day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagor, under the Act of Incorporation and/or Constitution and By Laws of said body corporate, are fully paid.

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

1962 JUL 30 PM 1:53

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said THE G. M. C. REALTY COMPANY

does grant unto the said body corporate, mortgagee,

its successors and assigns, all that lot of ground situate and lying in Anne Arundel County

State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 8 in Block J on the Plat entitled Blocks N and J and parts of Blocks H and O Glenwood, which Plat is dated May, 1954 and was recorded among the Plat Records of Anne Arundel County on July 19, 1954 and is now found in Plat Book No. 25, folio 24. The improvements thereon being known as No. 22 N. Jerome Parkway.

2

LIBER 1209 PAGE 475

BEING the same lot of ground described in a Deed dated July 12, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045, folio 580 from The Louise Corporation to the said The G. M. C. Realty Company.

THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagor, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Acts of 1955 Annotated Code of Maryland.

THIS loan may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

IN order to cover the extra expense of handling delinquent payments, the mortgagor agrees to pay a "late charge" not to exceed two per cent (2%) of the total monthly payment (principal, interest and expense) whenever such monthly payment is more than ten (10) days past due; such charge however, may be waived at the option of the mortgagee.

Together, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assign s to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR , and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

To Have and to Hold the said lot of ground and premises unto the said body corporate, 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 ninety-six dollars ($96.00) payable in equal semi-annual installments on the twenty-second (22nd) days of June and December, in each and every year.

If However the said MORTGAGOR shall make the payments and perform the covenants herein on its part contained, then this mortgage shall be void.

And the said Mortgagor, hereby covenants and agrees with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, a monthly sum equal to 1/12 of the aggregate of the ground rent (if any) water rent, taxes, public charges and assessments and insurance premiums chargeable or assessed against said property upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGOR further agrees that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that it, its successors or assigns will on demand pay such deficiency; said MORTGAGOR further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor also covenants and agrees: (a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGOR or its assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; 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; and the said MORTGAGOR hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR hereby also authorizes and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to 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 it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR shall, in addition to such other sum or sums with which it shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for itself, its successors and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the MORTGAGOR, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by it to the party inserting said advertisement or notice, 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 amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGOR for itself, its successors and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY 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, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of SEVENTY-FIVE Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, its successors or assigns.

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

WITNESS the corporate seal of said body corporate, mortgagor, and the signature of JEROME S. CARDIN Vice-President thereof.

TEST:

THE G. M. C. REALTY COMPANY (SEAL)

BY: Jerome S. Cardin (SEAL)

Jerome S. Cardin Vice-President (SEAL)

J. Henry Ditto (SEAL)

(SEAL)

THE G. M. C. REAL ESTATE COMPANY 1958

State of Maryland, Baltimore City, ss

I Hereby Certify, that on this 4th day of June one thousand, nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared

JEROME S. CARDIN Vice-President of THE G. M. C. REALTY COMPANY

the MORTGAGOR named in the foregoing mortgage, and he acknowledged the aforegoing mortgage to be the act of said body corporate, mortgagor.

At the same time also appeared W. RAMSAY COULSON President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As Witness my hand and Notarial Seal.

Rec'd for record June 6 1958 at 12.29 P.M.

Mailed to Levy & Ditto

J. Henry Ditto 11.00 Notary Public.

Mortgage

#60-592

FROM

THE G. M. C. REALTY COMPANY

TO

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

Block No.

Received for record 19

at o'clock M. Same day recorded in Liber

No. Folio one of the Land Records of

and examined per

Cost of record $ Clerk.

LEVY AND DITTO
ATTORNEYS AT LAW
804-805 FIDELITY BUILDING
BALTIMORE, MD.

1000—1-57—J. D. L.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

. . . . . .

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIM RE CITY INC. a body corporate
PLAINTIFF

VS.

THE G. M.C.REALTY COMPANY
DEFENDANT

. . . . . .

PETITIONER'S EXHIBIT NO. 1

. . . . . .

Mr.Clerk:
Please file, etc.

STATEMENT OF MORTGAG CLAIM

LIBER 143 PAGE 147

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate

PLAINTIFF

vs.

THE G. M.C. REALTY COMPANY

DEFENDANT

IN THE

CIRCUIT COURT

FOR

~~XXXXXX~~ or

ANNE ARUNDEL COUNTY

~~XBALTIMORE CITYX~~

No. 15,111 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$9600.00
Interest to July 26th 1962	188.04
4 months late charge	7.60
	9795.64
Debit in expense account (paid out in excess of amount received)	26.02
	9821.66
Amount paid on principal of loan	989.80
Balance due	$8831.86

Richard W. Phoebus

Asst. Treasurer-Century Savings and Loan Association of Baltimore City, Inc.

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 Richard W. Phoebus, Asst. Treasurer of the Century Savings and Loan Association of Baltimore City, 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.

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE COUNTY

1962 JUL 30

As witness my hand and Notarial Seal,

William M. Levy

WILLIAM M. LEVY Notary Public.

6

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate.

PLAINTIFF

vs.

THE G.M. C. REALTY COMPANY

DEFENDANT

IN THE LIBER 143 PAGE 148

CIRCUIT COURT

FOR ~~XXXXX~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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 31st day of July, in the year nineteen hundred and sixty-two, by the Circuit Court for ANNE ARUNDEL COUNTY ~~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 WILLIAM M. LEVY

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 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 Nine Thousand ($9,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ANNE ARUNDEL COUNTY ~~Baltimore~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account 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 JUL 30 PM 4:14

Bond No. 76 36 872

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3* LIBER 143 PAGE 149

LIBER 11 PAGE 457 No. 15,111 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1219 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 ($9,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of September in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden William M. Levy 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 Century Savings and Loan Association of Baltimore City, Inc.

vs.

The G. M.C. Realty Company

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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:

JOHN H. DITTO, JR.

William M. Levy (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter *As to Surety*

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

MD3116a—500, 3-62 159921
Trustee's Bond

Bond approved this 27th day of September, 1962

Lowell N. Phipps, Clerk

1962 SEP 27 PM 10:03

LEVY AND [illegible]TO
1219 FIDELITY [illegible]DING
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 22 N. JEROME PARKWAY
GLEN BURNIE

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket No. 20, folio 283) the undersigned Trustee will sell at public auction on the premises, on

Tuesday, October 2, 1962

at 2:30 o'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON, situate in the Third Election District of Anne Arundel County, being known and designated as Lot No. 8 in Block J as shown on the Plat entitled Blocks N & J and Parts of Blocks H and O Glenwood, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 24. The improvements on on said lot of ground being known as No. 22 N. Jerome Parkway.

SUBJECT to an annual ground rent of $96.00 and any utility agreements, and restrictive covenants of record affecting the property. Improved by a one and one-half story frame Cape Cod dwelling containing 4 bedrooms.

TERMS OF SALE: A cash deposit of $750.00 will be required of the Purchaser at the time and place of sale. Balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per centum (6 per cent) per annum from day of sale to day of settlement. Taxes and all other public charges, including water and sewer benefit, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by Purchaser.

No. 9

WILLIAM M. LEVY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue,
Baltimore 1, Md.

S-27

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 150

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29, 1962

We hereby certify, that the annexed

Trustee's Sale
No. 22 N. Jerome Parkway
Glen Burnie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of October, 1962. The first insertion being made the 6th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman [illegible]

1962 SEP 28

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared KARL M. LEVY, Vice-President of CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. - - - - - - -, 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.

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

BY: Karl M. Levy (SEAL)
Purchaser
Karl M. Levy, Vice-President

HARRY C. MILLER NOTARY PUBLIC BALTIMORE, MD.

Notary Public

FILED

1962 OCT -4 AM 10:15

10

REPORT OF SALE

LIBER 143 PAGE 152

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
Plaintiff

vs.

THE G.M.C. REALTY COMPANY
Defendant

IN THE

CIRCUIT COURT

FOR
~~OF~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(In Equity)

Equity Docket #20, Folio 283
Case #15,111

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

The Report of Sale of WILLIAM M. LEVY

Trustee appointed by the decree in the above entitled cause, to make sale of

the leasehold property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said 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 Glen Burnie, Maryland ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the Second day of October 19 62 at 2:30 o'clock P.M. attend on the premises and then and there sold the leasehold property being known as 22 N. Jerome Parkway in the development of Glenwood, Third Election District of Anne Arundel County, State of Maryland, and fully described in a copy of the advertisement in the Maryland Gazette, attached hereto unto Century Savings and Loan Association of Baltimore City, Inc., at and for the price or sum of eighty-nine hundred dollars ($8,900.00) (cash upon ratification of sale) which was then and there the highest bidder therefor.

Respectfully submitted

William M. Levy

William M. Levy - Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 3rd day of October 19 62 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM M. LEVY,

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,

1962 OCT -4 AM 10:15

Effie M. Sullivan

EFFIE M. SULLIVAN Notary Public.

EFFIE M. SULLIVAN NOTARY PUBLIC BALTIMORE, MD.

LEVY AND DITTO
1219 FIDELITY BUILDING
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 22 N. JEROME PARKWAY
GLEN BURNIE

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket No. 20, folio 283) the undersigned Trustee will sell at public auction on the premises, on

Tuesday, October 2, 1962

at 2:30 o'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON, situate in the Third Election District of Anne Arundel County, being known and designated as Lot No. 8 in Block J as shown on the Plat entitled Blocks N & J and Parts of Blocks H and O Glenwood, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 24. The improvements on on said lot of ground being known as No. 22 N. Jerome Parkway.

SUBJECT to an annual ground rent of $96.00 and any utility agreements, and restrictive covenants of record affecting the property. Improved by a one and one-half story frame Cape Cod dwelling containing 4 bedrooms.

TERMS OF SALE: A cash deposit of $750.00 will be required of the Purchaser at the time and place of sale. Balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per centum (6 per cent) per annum from day of sale to day of settlement. Taxes and all other public charges, including water and sewer benefit, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by Purchaser.

WILLIAM M. LEVY, Trustee
E. T. NEWELL & CO., INC.
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue,
Baltimore 1, Md.

S-21

ORDER NISI

LIBER 143 PAGE 154

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY, INC.

versus

THE G.M.C. REALTY COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,111 Equity

Ordered, this 4th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM M. LEVY, TRUSTEE

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

The report states that the amount of sale was $8,900.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WILLIAM M. LEVY, ATTY. FOR: MARYLAND GAZETTE OCTOBER 11th EDITION

(Final Order)

CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY, INC.

versus

THE G.M.C. REALTY COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 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 NOV 14 PM 4:09

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,111 Equity
CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
VERSUS
THE G. M. C. REALTY COMPANY

Ordered, this 4th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM M. LEVY, TRUSTEE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of November next.

The report states that the amount of sale was $8,900.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk

N-1

1962 NOV -9 PM 4:19

No. M. G. 25671

1.3

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 155

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,111 The G.M.C. Realty Co. ($8,900.00)

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 November, 1962 The first insertion being made the 11th day of October, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 143 PAGE 156

In the Case of

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

VS.

THE G. M. C. REALTY COMPANY

In the

Circuit Court

For

Anne Arundel County

No. 15,111 Equity

1962 DEC -3 PM 2:42 FILED

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.

December 3, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th 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.

Clerk

Per: ....., deputy

FILED

1962 DEC 19 AM 9:47

14

1 15.

Dr. Mortgaged Real Estate of The G. M. C. Realty Company

In Acct. with William M. Levy, Trustee

						Cr.
	By	Amount of Sale, as per Trustee's				
		Report of Sale, filed	8,900	00		
		Interest, 6%, on deferred payment,				
		$8,900.00, from 10/2/62 to 11/14/62	62	30		
		Adjustment, 1962 Real Estate Taxes,				
		2 months, 29 days	41	13		
		Adjustment, 1962 Sanitary charges,				
		2 months, 29 days	8	54		
		Refund, insurance premium	24	96		
					9,036	93
	To	Trustee, for fee, viz.	200	00		
					200	00
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	22	50		
					60	50
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisment & Nisi - Sale	71	00		
		Fidelity & Deposit Company - bond	36	00		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee 35.00				
		Advertising - Sun 16.60	51	60		
		Adjustment, ground rent, 3 months,				
		10 days	26	66		
		Notary fees	1	00		
					186	26

	To	Century Savings & Loan Association				
		of Baltimore, City, Mortgagee, on				
		account of mortgage claim			8,590	17
					9,036	93
		Balance due on Mortgage, as per				
		claim filed	8,831	86		
		Interest, 6%, on principal balance,				
		$8,636.22 from 7/26/62 to 12/18/62	213	55		
			9,045	41		
		Credit amount allowed above	8,590	17		
		This amount subject to decree in				
		personam	455	24		

LIBER 143 PAGE 159

OLIVER M. WALKER, SURVIVING TRUSTEE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
OREN DORSEY MINER and SHIRLEY B. MINER, his wife	:	Docket 20 Folio 314
Defendants	:	Case No. 15,169 Equity

: : : : : : : : : : :

MR. CLERK:

Please docket the above entitled case and file the Deed of Trust from Oren Dorsey Miner and Shirley B. Miner, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated January 25, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 665, folio 7, as Exhibit A, and enter our appearance for the Trustee.

Joseph I. Huesman

Joseph I. Huesman

Lerch and Huesman,
Attorneys for Trustee,
504 Maryland Trust Building
Baltimore 2, Maryland
LE 9-0155

FILED

1962 SEP -5 PM 3:44

FHA Form No. 2127 m
(For use under Sections 203–608)
(Effective June 1947)

BOOK 665 PAGE 7

LIBER 143 PAGE 160

No. 15,169 Equity

DEED OF TRUST

THIS DEED, made this 25th day of January, 19 52, by and between Oren Dorsey Miner and Shirley B. Miner, his wife, Tenants by the Entirety party of the first part and Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc., a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Nine Hundred and 00/100 Dollars ($4,900.00), with interest from date at the rate of Four & one-fourth (4¼%) per centum per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Thirty and 38/100 Dollars ($ 30.38), commencing on the first day of March, 19 52, 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 February 19 72.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

Being known and designated as Lot No. Twenty-nine (29), Block F, on the Plat of Section 1 of Arundel Village Subdivision, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-5, Plat No. 8. The improvements on said property being known as No. 5319 Fourth Street.

Being the same lot or parcel of ground which by deed dated June 25, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418, folio 157 was granted and assigned by Frank H. Creese and Company, Incorporated unto Samuel F. Lilley and Anna C. Lilley, his wife; subject to the payment of the annual rent of $60.00, payable in equal semi-annual instalments on the 25th days of June and December, in each and every year.

Being the same lot or parcel of ground which by assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, prior hereto, was granted and assigned by Samuel F. Lilley and Anna C. Lilley, his wife, unto the parties of the first part, hereto, subject to the aforesaid annual rent.

Subject to building restrictions and covenants of record.

The party of the first part covenants and agrees that so long as this Deed of Trust 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, creed or color. Upon any violation of this undertaking, the holder of note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Proceeds of this loan are to be applied as part payment of the purchase price of the herein described property.

FILED
1962 SEP 5 AM 9:44

16—51232-2

2

EXHIBIT A

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air-conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account therof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, 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 at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(*a*) If this Deed of Trust and the said note secured hereby 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 holder of the note in funds with which to discharge its 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 holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 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, before the same become delinquent.

(*c*) All payments mentioned in the two 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 by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (*b*) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note 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 party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (*a*) of paragraph 2 hereof, which the holder of said note 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 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note 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 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

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the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 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 3 months time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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 parties of the first part on the day and year first above written.

Witness: Robert T. O'Leary

Oren Dorsey Miner [SEAL]
Oren Dorsey Miner

Shirley B. Miner [SEAL]
Shirley B. Miner

[SEAL]

[SEAL]

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, That on this 25th day of January, 19 52, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Oren Dorsey Miner and Shirley B. Miner, his wife, and they acknowledged the foregoing deed to be their respective act.

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

Recorded-31st-Jany-1952- Robert T. O'Leary
at-1:30-P.M.

Notary Public.

110 545

OK

BOOK 665 PAGE 10

STATE OF MARYLAND

LOAN NO.

Deed of Trust

Oren Dorsey Miner
Shirley B. Miner

TO

Oliver M. Walker
N. David Dunlop, III
George W. Schmidt

Trustee.

RECEIVED FOR RECORD on the 31 day of January A 1952, at 1-30 o'clock P M., and recorded in Liber No. 665 at folio 7 one of the Land Records.

Examined by

Recorder.

After Recording Return to
WALKER & DUNLOP, INC.
1200-15th Street, N. W.
Washington, D. C.

16—51232-1

OLIVER M. WALKER, Surviving Trustee *

Plaintiff *

vs. *

OREN DORSEY MINER and SHIRLEY B. MINER, his wife *

Defendants *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,169 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND)
) TO WIT:
BALTIMORE COUNTY)

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State and County aforesaid, personally appeared WALTER KOPPELMAN, Vice President of Walker & Dunlop, Inc. and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

1. said defendants are not in the military service of the United States,
2. said defendants are not in the military service of any nation allied with the United States,
3. said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
4. said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Walter Koppelman, Jr.

Subscribed and sworn to before me this 13th day of August, 1962

Barbara M. Onderdonk
Notary Public

FILED

1962 SEP -5 AM 9:44

LIBER 143 PAGE 165

OLIVER M. WALKER, Surviving Trustee	*	
Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
OREN DORSEY MINER and SHIRLEY B. MINER, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	No. 15,169 Equity
	*	

STATEMENT OF MORTGAGE DEBT

UNDER DEED OF TRUST

Statement of Claim by Marine Midland Trust Company of Central New York, a body corporate under the Deed of Trust from Oren Dorsey Miner and Shirley B. Miner, his wife, dated January 25, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 665, folio 7, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, securing a Deed of Trust Note of even date in the principal amount of $4,900.00 from the said Oren Dorsey Miner and Shirley B. Miner, his wife to Walker & Dunlop, Inc., a body corporate, who assigned said Deed of Trust Note to the Claimant, Marine Midland Trust Company of Central New York.

Balance due on principal	$2,996.12
Interest at $4\frac{1}{4}$% per annum from December 1, 1961 to September 1, 1962 (interest accrues at $0.3536 per day)	95.49
Deficit in expense account	40.61
TOTAL DUE	$3,132.22

MARINE MIDLAND TRUST COMPANY
OF CENTRAL NEW YORK

By: John A. Sheedy, Jr.
President

STATE OF New York
COUNTY OF Onondaga : To Wit

I HEREBY CERTIFY that on this 29th day of August in the year 1962, before me, a Notary Public of the State and County aforesaid personally appeared John A. Sheedy, President of Marine Midland

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1962 SEP -5 PM 9:44

7

of Central New York
Trust Company/ the claimant in the above entitled cause, and made oath that the foregoing is a true statement of the amount of mortgage debt due under the Deed of Trust filed in this cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

WALTER D. COPELAND NOTARY PUBLIC ONONDAGA CO. N.Y.

Walter D. Copeland
Notary Public
WAL. [illegible]
Notary Public in the [illegible]ate of New York
Qualified in Onon. Co. No. 34-0757825
My Commission Expires March 30, 19[illegible]

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Trustee's Bond

No. 15,169 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 11 PAGE 437

LIBER 143 PAGE 167

THAT WE OLIVER M. WALKER, SURVIVING TRUSTEE as principal,

and THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-eight Hundred ($3800.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 6th day of September in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Oliver M. Walker, by virtue of the power of sale contained in the Deed of trust filed in Anne Arundel County in the Circuit Court of Baltimore City, has been named trustee to sell the premises described as

5319 Fourth Street, Arundel Village, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Oliver M. Walker, Surviving Trustee

vs.

Oren Dorsey Miner, et ux

now pending in said Court: Docket 20, folio 314, Case No. 15,169.

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Oliver M. Walker, Surviving Trustee do and shall well and faithfully perform the trust reposed in him by said Deed of Trust, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

WITNESS:

Laura J. Ritenour

Signed, sealed and delivered in the presence of

C. A. Hundley, Jr.

Oliver M. Walker (SEAL)

(SEAL)

THE TRAVELERS INDEMNITY COMPANY (SEAL)

By: B. L. Medicus (SEAL)

B. L. Medicus, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19 ...

By: *Vice President*

ATTEST:

Assistant Secretary

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

, 19

Assistant Secretary

FILED

1962 SEP 10 AM 9:15

Bond approved this 10th day of September, 1962

Louis N. Phipps, Clerk

9

LERCH AND HUESMAN
Solicitors
504 Maryland Trust Building
Baltimore 2, Maryland

Trustee's Sale

of

Valuable Improved Leasehold Property

IN ARUNDEL VILLAGE, ANNE ARUNDEL COUNTY, MARYLAND, BEING PREMISES KNOWN AS 5319 FOURTH STREET

Under and by virtue of the power and uathority contained in a certain Deed of Trust from Oren Dorsey Miner and Shirley B. Miner, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated January 25, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 665, folio 7, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustee will offer for sale at public auction in front of the premises on

Thursday
September 13, 1962
at 11 O'clock A.M.
(E.D.S.T.)

all that land and premises described in said Deed of Trust as follows, to wit:

BEING known and designated as Lot No. Twenty-nine (29), Block F, on the Plat of Section 1 of Arundel Village Subdivision, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E5, Plat No. 8. The improvements on said property being known as No. 5319 Fourth Street.

Said lot being approximately 16 feet wide with a depth of even width of approximately 92.50 feet.

Subject to the payment of an annual ground rent of $60.00, and to building restrictions and covenants of record, if any.

No. The property is improved by a two-story, one-family, brick, row dwelling, containing five rooms and one bath.

10 TERMS OF SALE: A deposit of $500.00 in cash or by certified check will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement, or all cash, as the purchaser or purchasers may elect. All conveyancing, recording, stamp taxes, certificate of title, etc. to be at the cost of the purchaser or purchasers. All other expenses, ground rent, and taxes and all other assessments and public charges, including special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Court, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

OLIVER M. WALKER
Surviving Trustee
E. T. NEWELL & CO., INC.
Auctioneers

S-6

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 168

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1962

We hereby certify, that the annexed

Trustee's Sale

Oren Dorsey Miner

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 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 143 PAGE 169

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th 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 David Lipniak, 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, Herbert Kaufman Inc.) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Herbert Kaufman Inc
By David Lipniak (SEAL)
Purchaser

William M. White
Notary Public

1962 SEP 25 [illegible]

EXHIBIT D.

LIBER 143 PAGE 170

OLIVER M. WALKER, SURVIVING TRUSTEE	:	IN THE
vs.	:	CIRCUIT COURT
OREN DORSEY MINER	:	FOR ANNE ARUNDEL COUNTY
and	:	Docket 20 Folio 314
SHIRLEY B. MINER, his wife	:	Case No. 15,169

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

REPORT OF SALE

The Report of Oliver M. Walker, Surviving Trustee under a certain Deed of Trust from Oren Dorsey Miner and Shirley B. Miner, his wife, dated January 25, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 665, folio 7, respectfully states:

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon and in other terms and conditions of said Deed of Trust, your Trustee, acting under the power and authority conferred upon him in said Deed of Trust and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published weekly in Anne Arundel County and having general circulation in said County, for at least three (3) successive weeks prior to the day of sale, and after giving bond with approved security for the faithful performance of his trust, did, pursuant to said notice of sale, on the premises, on Thursday, September 13, 1962, at 11 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said Deed of Trust, situate in Anne Arundel County, State of Maryland, to wit:

> BEING known and designated as Lot No. Twenty-nine (29) Block F, on the Plat of Section 1 of Arundel Village Subdivision, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-5, Plat No. 8. The improvements on said property being known as No. 5319 Fourth Street.

1962 SEP 26 PM 10:14

12

And your Trustee sold said property unto Herbert Kaufman, Inc., a Maryland Corporation, at and for the sum of Four Thousand, Eight Hundred, Ten Dollars ($4,810.00), the said Herbert Kaufman, Inc. being, at that price, the highest bidder therefor.

The affidavit of the Purchaser is herewith filed and marked as "Exhibit B", proof of publication of advertisement in The Maryland Gazette, as stated above, has been filed prior hereto.

Respectfully submitted,

Oliver M. Walker

Oliver M. Walker, Surviving Trustee

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 24 day of September, 1962, before me, the subscriber, a Notary Public of the District of Columbia, in and for the same, personally appeared OLIVER M. WALKER, 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.

AS WITNESS my hand and Notarial Seal.

Laura J. Ritenour

Laura J. Ritenour, Notary Public

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ORDER NISI

LIBER 143 PAGE 172

OLIVER M. WALKER, SURVIVING TRUSTEE

versus

OREN DORSEY MINER AND

SHIRLEY B. MINER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,169 Equity

Ordered, this 26th day of September, 19 62, That the sale of the property in these proceedings mentioned made and reported by OLIVER M. WALKER, SURVIVING TRUSTEE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sale was $ 4,810.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Joseph I. Huesman, Atty. For MARYLAND GAZETTE Oct. 4 Edition

(Final Order)

OLIVER M. WALKER, SURVIVING TRUSTEE

versus

OREN DORSEY MINER AND

SHIRLEY B. MINER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of November, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

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1962 NOV -8 PM 12:09

14

Trustee's Bond - ADDITION.

LIBER 11 PAGE 464

No. 15,169 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 143 PAGE 173

THAT WE OLIVER M. WALKER, SURVIVING TRUSTEE as principal, and THE TRAVELERS INDEMNITY COMPANY a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand, One Hundred ($1,100.00) 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 28th day of September in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Oliver M. Walker, by virtue of the power of sale contained in the Deed of Trust filed in Anne Arundel County ~~by virtue of a decree of the Honorable Judge of~~ the Circuit Court of ~~Baltimore City~~ has been ~~appointed~~ named trustee to sell the premises described as 5319 Fourth Street, Arundel Village, Anne Arundel County, Maryland mentioned in the proceedings in the case of Oliver M. Walker, Surviving Trustee

vs.

Oren Dorsey Miner, et ux

now pending in said Court: Docket 20, folio 314, case no. 15,169.

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Oliver M. Walker, Surviving Trustee do and shall well and faithfully perform the trust reposed in him by said ~~decree~~ Deed of Trust, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Laura J. Ritenour

Signed, sealed and delivered in the presence of

C. A. Hundley, Jr.

Oliver M. Walker (SEAL)

(SEAL)

THE TRAVELERS INDEMNITY COMPANY (SEAL)

BY: B. L. Medicus (SEAL)

B. L. Medicus, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said ..... duly affixed by its Vice-President and attested by its Assistant Secretary, this ..... day of ....., 19 ..

By: .....
Vice President

ATTEST:

.....
Assistant Secretary

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

....., 19.....

.....
Assistant Secretary

'62 OCT -9 AM 10:33

Bond approved this 9 day of October, 1962

Louis N. Phipps, Clerk

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,169 EQUITY
OLIVER M. WALKER, Surviving Trustee

versus

OREN DORSEY MINER and SHIRLEY B. MINER, his wife

Ordered this 26th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by OLIVER M. WALKER, SURVIVING TRUSTEE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sale was $4,810.00.

LOUIS N. PHIPPS, Clerk.

True Copy, TEST: LOUIS N. PHIPPS Clerk.

O-25

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 174

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 31, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,169
Oren Dorsey Miner

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 25-4922

FILED
OCT 31 PM 1:34

16

In the Case of

OLIVER M. WALKER, Surviving Trustee

vs.

OREN DORSEY MINER, et ux

In the

Circuit Court

For

Anne Arundel County

No. 15,169 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 DEC -3 PM 2:4

All of which is respectfully submitted.

Auditor.

December 3, 1962

FINAL ORDER

ORDERED BY THE COURT, this 19th 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.

Clerk
Per: CO, deputy

FILED
1962 DEC 19 AM 9:47

17

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Dr. Trust Estate of Oren Dorsey Miner & Shirley B. Miner, his wife

In Acct. with Oliver M. Walker, Surviving Trustee

					Cr.	
	By	Amount of Sale, as per Trustee's				
		Report of Sale filed	4,810	00		
		Interest, 6%, on deferred payment,				
		$4,310.00 from 9/13/62 to 11/12/62	42	30		
		Adjustment, 1962 Real Estate taxes	34	39		
					4,886	69
	To	Trustee, for commission, as per				
		terms of Deed of Trust, 1% of sale				
		price, viz.	48	10		
	To	Trustee for counsel fee to Joseph				
		I. Huesman, as per Order of Court				
		11/23/62, viz.	175	00		
					223	10
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	35	25		
		Auditor, this account	35	00		
					80	25
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - sale	92	00		
		Walker & Dunlop Agency - bond	19	60		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee 179.30				
		Advertising - Sun 16.25	195	55		
		Adjustment, water charges	10	78		
		Adjustment, ground rent	13	06		
		Notices & telephone calls (Huesman)	3	72		
					334	71

	To	Marine Midland Trust Company of				
		Central, New York, Mortgagee, in				
		full, for Mortgage claim	3,132	22		
		Interest, 4½%, on principal balance				
		$2,996.12 from 9/1/62 to 12/18/62,				
		109 days @ $0. 3536	38	54		
					3,170	76
	To	Marshall A. Levin, in full, for				
		judgment claim filed	250	00		
		Interest, 6%, 2/3/62 to 12/18/62	13	18		
		Court costs	17	95		
		Order of Satisfaction		75		
					281	88
	To	Andrew J. Graham, in full, for				
		judgment claim, filed	287	50		
		Interest, 6%, on principal amount				
		of judgment, $250.00 from 2/7/62				
		to 12/18/62	13	10		
		Court costs	21	15		
		Order of Satisfaction		75		
					322	50
	To	Oren Dorsey Miner & Shirley B.				
		Miner, Mortgagors, excess			473	49
					4,886	69

SUNRISE BEACH, INC., a Maryland corporation, 711 Fourteenth Street, N. W. Washington 5, D. C.	*	IN THE CIRCUIT COURT
Complainant	*	FOR
vs.		
GUNAR H. GINTERS and ANNA A. GINTERS, his wife 5016 Elm Street, Apt. 6, Bethesda, Maryland	*	ANNE ARUNDEL COUNTY
Respondent	*	IN EQUITY No. 14,449

BILL OF COMPLAINT TO FORECLOSE LIEN

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Sunrise Beach, Inc., a Maryland corporation, respectfully shows:

1. That Beach Shores, Inc., by a Deed dated February 15, 1955, recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 926, folio 273, conveyed to the Respondents, Gunar H. Ginters and Anna A. Ginters, his wife, all that lot of ground situtate in the Second Election District of Anne Arundel County, State of Maryland, designated as Lot No. 1025, Section 3, Plat of "Sunrise Beach,"! which Plat is recorded among the Land Records of said County in Cabinet 4, Rod G-1, Folio 11. Certified copy of said Deed is attached hereto, marked, "Complainants' Exhibit No. 1," and prayed to be taken as part hereof.

2. That the aforesaid Deed from Beach Shores, Inc., reserved and provides in Paragraph 5 thereof, as follows:

> "5. All of the residential lots shown upon the sub-division Plat of Sunrise Beach hereinbefore referred to, shall be subject to an annual charge of Twenty Two Dollars ($22.00) per lot, payable on the first day of January of each year hereafter which shall be paid to Grantor, which shall be collection agent for a maintenance corporation to be designated by Grantor, which maintenance corporation shall be

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the owner of said charge, for the use and maintenance of the beaches shown on said plat of Sunrise Beach, which privileges for use are not assignable except by written approval of the Grantor, its or their successors or assigns. It is expressly agreed that said charge shall constitute a lien or encumbrance on the land with respect to which said charge is made, and by virtue of title to any of the land included in said tract, the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Grantors, its or their successors or assigns aforesaid, all charges provided for in this paragraph.

"The maintenance corporation to be designated by the Grantor shall maintain the beaches in its own discretion, or as it shall by contract with the Grantor herein, and Grantees shall have no rights to dictate or require maintenance of such beaches or have any rights therein other than the reasonable use thereof, in accordance with the rules and regulations of such maintenance oorporation. Grantees, for themselves, their heirs and assigns, covenant to use said beaches only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vests Grantor or the maintenance corporation to be designated by Grantor, its or their successors or assigns, with the power to deprive any persons, including Grantees, members of their families, their heirs and assigns, of the use of such beaches, temporarily or permanently, for infraction of such rules and regulations, without impairing the aforesaid obligation to pay such charges, or the lien therefor."

3. That your Complainant has been designated by the said Beach Shores, Inc., as the maintenance corporation mentioned in the aforesaid Paragraph 5, and as the result of such designation is the owner of said charge.

4. That the Respondents have failed and refused to pay the said annual rent charge when it became due and payable, and there is now in arrears the sum of Eighty-Eight Dollars ($88.00), which sum remains due and owing to the Complainant. Payment thereof has been duly demanded and said sum, pursuant to the terms and conditions of said deed, constitutes a lien or encumbrance on the land thereby conveyed with respect to which said charge was made.

WHEREFORE, the Complainant prays that this Honorable Court may by its Decree:

(a) Appoint a Trustee to make a sale of the property hereinabove described to enforce Complainant's lien on such terms as the Court may prescribe.

(b) Order such sale of the property described herein, and Decree that from the proceeds thereof the claim of Complainant be paid with interest.

(c) That the Complainant may have such other and further relief as the nature of its case may require.

AND, as in duty bound, etc.

Charles C. Atwater 7D.
Charles C. W. Atwater

Thomas A. Garland
Thomas A. Garland
Solicitors for Complainant
1213 Fidelity Building
Baltimore 1, Maryland
PLaza 2 6254

3

#88

LIBER 926 PAGE 273

LIBER 143 PAGE 181

This Deed, made this 15th day of February, 1955, by and between BEACH SHORES, INC., a Maryland corporation, party of the first part, Grantor, and GUNAR H. GINTERS and ANNA A. GINTERS, his wife, ...

parties of the second part, Grantee. (The word Grantee shall include and mean Grantees.)

Witnesseth, that the Grantor, in consideration of the sum of Five Dollars and other valuable considerations, to it in hand paid, the receipt whereof is hereby acknowledged, does grant and convey unto the said Grantee, as tenants by the entirety, their assigns, the survivor of them and such survivor's ~~Grantee's~~ heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach", prepared by J. F. McCrone, Jr., and filed among the Plat Records of said County in Cabinet 4, Rod C-1, Folio 11, as Section 3, Plat--, Lot No. One Thousand and Twenty-Five (1025) . . . . . .

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of said Grantee, Grantee's heirs and assigns, in fee simple, subject to the following restrictive covenants, easements, charges and conditions which are hereby entered into by the Grantor, for itself, its successors and assigns, and with respect to paragraph (5) for the benefit of Sunrise Beach, ~~paragraph (5) for the benefit of~~ Inc., a body corporate in the State of Maryland, its successors and assigns, with the Grantee, Grantee's heirs and assigns, as a part of the general plan or scheme of development of the land shown on the Plat of Sunrise Beach aforesaid:

1. The land hereby conveyed shall be used only for the purposes of family residence and appropriate uses accessory thereto, shall be sold only to members of the Caucasian race. No building shall be erected thereon except a dwelling house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building, fence or other structure shall be erected or altered unless the plans, specifications, including color scheme, and plot plan therefor, are submitted to and formally approved in writing by the Grantor, its successors or assigns, and a copy of such plans, specifications and plot plan, as so approved shall be permanently filed with the Grantor, its successors or assigns, before any work is begun. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Departments of Health. No sign of any description may be erected or placed on any portion of the land without the express written approval of Grantor, its successors or assigns. No tent, trailer or out building shall ever be erected or maintained on the tract, and no garage or basement shall at any time be used as a temporary or permanent residence.

2. No business or occupation of any kind, other than home practice of physician, may at any time be carried on or permitted upon the said land, except in those areas which may be designated for such purposes on the subdivision Plat of Sunrise Beach, filed among the Plat Records of Anne Arundel County.

3. No animals, except household pets, shall be kept or maintained on any part of said property. The term "household pets," as herein used, shall include only dogs, cats and caged birds kept within the residence. No pigeons or other fowl and no kenneled or caged animals of any kind shall be permitted.

4. The Grantor reserves to itself, its successors, licensees and assigns, an easement or right of-way over a strip of ground 10 feet in width along the side, front and rear outlines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone and sewerage and any appurtenance to the supply lines therefor, including guy wires, transformers, meters, etc., by overhead transmission lines or underground installation, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may desire to serve said lots, with no obligation to Grantor to supply such services. The Grantor reserves to itself, its successors and assigns, the beds of roads, alleys and ways shown on the Plat of Sunrise Beach aforesaid, and reserves the right, without compensation to Grantees or anyone claiming through or under them, at any time, to dedicate all roads, ways or alleys laid out or shown upon said Plat to public use and/or to convey the same to the State or County or any agency or instrumentality thereof. No dedication to public use of roads, alleys, ways or beaches is intended by this deed.

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EXHIBIT 1

4

5. All of the residential lots shown upon the sub-division Plat of Sunrise Beach hereinbefore referred to, shall be subject to an annual charge of Twenty Two Dollars ($22.00) per lot, payable on the first day of January of each year hereafter which shall be paid to Grantor, which shall be collection agent for a maintenance corporation to be designated by Grantor, which maintenance corporation shall be the owner of said charge, for the use and maintenance of the beaches shown on said plat of Sunrise Beach, which privileges for use are not assignable except by written approval of the Grantor, its or their successors or assigns. It is expressly agreed that said charge shall constitute a lien or encumbrance on the land with respect to which said charge is made, and by virtue of title to any of the land included in said tract, the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Grantors, its or their successors or assigns aforesaid, all charges provided for in this paragraph.

The maintenance corporation to be designated by the Grantor shall maintain the beaches in its own discretion, or as it shall by contract with the Grantor herein, and Grantees shall have no rights to dictate or require maintenance of such beaches or have any rights therein other than the reasonable use thereof, in accordance with the rules and regulations of such maintenance corporation. Grantees, for themselves, their heirs and assigns, covenant to use said beaches only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vests Grantor or the maintenance corporation to be designated by Grantor, its or their successors or assigns, with the power to deprive any persons, including Grantees, members of their families, their heirs and assigns, of the use of such beaches, temporarily or permanently, for infraction of such rules and regulations, without impairing the aforesaid obligation to pay such charges, or the lien therefor.

6. Failure to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequently thereto.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurance of the same as may be requisite.

Witness the corporate seal of said body corporate, Grantor, and its corporate signature by its President, who has also signed his name, the day and year first above written.

BEACH SHORES, INC. INCORPORATED 1950 MARYLAND

BEACH SHORES, INC.

Attest: Charles J. Kearns — Secretary — Charles J. Kearns

By Albert Dockser — President — Albert Dockser

District of Columbia, City of Washington, to wit:

I Hereby Certify, that on this **11th** day of **May** in the year one thousand nine hundred and **fifty-five**, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Albert Dockser President of Beach Shores, Inc., above named grantor, and he acknowledged the foregoing deed to be the corporate act of said body corporate.

As Witness my hand and Notarial Seal.

ARTHUR G. WOLFF NOTARY PUBLIC DISTRICT OF COLUMBIA

Arthur G. Wolff
Notary Public
Arthur G. Wolff

My commission as Notary Public expires:
February 29, 1956

Recorded: May 13, 1955 at 10.20 A.M.

LIBER 143 PAGE 183

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing...Deed.....is truly taken and copied from Liber J.H.H..., No. 926....., folio 273....., one of the .....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this..25th..day of October..... A. D., 196.0

George T. Cromwell

Clerk of the Circuit Court for Anne Arundel County

LIBER 143 PAGE 184

Sunrise Beach , Inc.	No. 14449 ~~DIVORCES~~ - - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Gunar H. Ginters and Anna A. Ginters, his wife	

DECREE PRO CONFESSO

The respondents Gunar H. Ginters and Anna A. Ginters after ~~order of publication duly published (or served)~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said ~~order of publication (or~~ writ of summons).

It is, thereupon, this 11th day of Ja nuary, 1962, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And Thos A. Garland is hereby appointed Trustee to make sale of the property mentioned in the Bill of Complaint after having given notice and subject to ratification all according to the Maryland Rules of Procedure.

And it is further ordered that leave is hereby granted to the complainant to ~~take testimony before any one of the standing Examiners of this Court in~~ support ~~of~~ the allegations of the said bill by affidavit to be filed herein prior to the entry of a final decree. ~~upon giving due notice to the respondent of the time and place of taking of testimony~~

O. Bowie Duckett
Judge

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1962 JAN 11 PM 12:26

TAG/vhc 1/24/62 1/3

LIBER 143 PAGE 185

SUNRISE BEACH, INC.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
GUNAR H. GINTERS and ANNA A. GINTERS, His Wife	*	In Equity - No. 14449
	*	

AFFIDAVIT IN SUPPORT OF BILL OF COMPLAINT

I, RICHARD J. MANSFIELD, President of Sunrise Beach, Inc., the Complainant herein, hereby certify that the annual charge mentioned in the Bill of Complaint is due and in arrears, and there is now owing the sum of Eighty-Eight ($88.00) Dollars on account of said charge.

I further certify that Sunrise Beach, Inc., is the owner of the said annual charge, and that the property mentioned in the Bill of Complaint is subject to the lien of the annual charge as stated therein.

Affidavit As To Military Service

I further certify that to the best of my knowledge, information and belief, the Respondents are not members on active duty in the Military Service of the United States or of any nation allied with the United States.

The Respondents have not been ordered to report for induction into Military Service under the Selective Service Act or as members of any reserve corps.

Richard J. Mansfield
President
Sunrise Beach, Inc

SUBSCRIBED AND SWORN TO before me, a Notary Public of the City of Washington, District of Columbia, this 26th day of JANUARY, 1962.

Arthur G. Woeff
Notary Public

Commission Expires
2/28/66

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1962 FEB -2 AM 9:33

7

Bond No. 76 36 718

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 143 PAGE 186

Approved as to amount
[illegible] 9/7/62

No. 14,449 Equity

LIBER 11 PAGE 434

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. Garland, 1213 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred and 00/100 ($500.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of September in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden Thomas A. Garland 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 Sunrise Beach, Inc.

vs:

Gunar H. Ginters and Anna A. Ginters

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Thomas A. Garland

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:

Thomas S. Fitzhugh

Thomas A. Garland (SEAL)
Thomas A. Garland

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By Clinton A. Killam, Jr. *Attorney-in-Fact*

MD3116a—500, 3-62 159921
Trustee's Bond

FILED
1962 SEP -7 AM 10:47

Bond approved this 7th day of Sept., 1962
Louis N. Phipps, Clerk

8

TAG/AM - 10/8/62 - 1-4

LIBER 143 PAGE 187

SUNRISE BEACH, INC.	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
GUNAR H. GINTERS ANNA A. GINTERS, his wife	*	IN EQUITY
		No. 14449
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Thomas A. Garland, Trustee appointed by the Decree in the above-entitled cause to make sale of the real estate in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in "The Evening Capital", a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did, pursuant to said notice, on Friday, the 5th day of October, 1962, at 11:00 o'clock A. M., attend on the premises and then and there sold the said real property unto Southern Municipal Corporation, which was then and there the highest bidder, for the sum of Three Hundred and Five Dollars ($305.00).

Thomas A. Garland
Thomas A. Garland
Trustee

FILED
1962 OCT -9 AM 10:41

9

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.:

I HEREBY CERTIFY, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared THOMAS A. GARLAND, 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.

VERA H. CAMPBELL NOTARY PUBLIC BALTIMORE, MARYLAND

Vera H. Campbell
Notary Public

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ORDER NISI

LIBER 143 PAGE 189

SUNRISE BEACH, INC.

versus

GUNAR H. GINTERS

ANNA A. GINTERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,449 Equity

Ordered, this 9th day of October, 19 62, That the sale of the property in these proceedings mentioned made and reported by Thomas A. Garland, Trustee

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

The report states that the amount of sale was $ 305.00

Louis N. Phipps, Clerk.
per a.j.

True Copy,

TEST: Clerk.

Thomas A. Garland, Atty.
(Final Order)

For the ~~Maxxxxxxx~~ Evening Capital (Oct. 11 Edition)

SUNRISE BEACH, INC.

versus

GUNAR H. GINTERS

ANNA A. GINTERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of November, 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.

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1962 NOV 20 PM 12:44

//

CONTRACT OF SALE

THIS AGREEMENT OF SALE, made this 5th day of October, 1962, WITNESSETH:

THAT Southern Municipal Corporation has purchased from Thomas A. Garland, Trustee, all that lot of ground situate in the Second Election District of Anne Arundel County, being known and designated as Lot No. 1025, Section 3, Plat of Sunrise Beach, Cabinet 4, Rod G1, Folio 11, at and for the sum of Three Hundred and Five Dollars ($305.00), of which the sum of One Hundred Fifty-two Dollars and Fifty Cents ($152.50) has been paid, receipt of which is hereby acknowledged, the balance to be paid upon final ratification of sale; all in accordance with the terms of the advertisement of sale appearing in "The Evening Capital" on September 13, 1962, which is incorporated herein by reference.

Witness:

Vera H. Campbell

Thomas A. Garland, Trustee (SEAL)
Thomas A. Garland, Trustee

SOUTHERN MUNICIPAL CORPORATION

Mary Harrison

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

FILED
1962 OCT 10 PM 3:21

12

AFFIDAVIT OF PURCHASER
UNDER RULE BR 6

I, the undersigned, a Notary Public of the State of Maryland, do hereby certify that on this 10th day of October, 1962, personally appeared before me C. MAURICE WEIDEMEYER, President of SOUTHERN MUNICIPAL CORPORATION, and made oath in due form of law that in purchasing the above-described property at Trustee's sale

(1) The said corporation was not acting as agent for any person or corporation.

(2) That there are no other persons or corporations interested in said purchase as principals.

(3) That neither the said corporation nor any of its agents, directly or indirectly, discouraged anyone from bidding for the said property.

AS WITNESS my hand and seal this 10th day of October, 1962.

Mary Harrison
Notary Public

I HEREBY CERTIFY that the above-mentioned sale, conducted by me as Auctioneer, was fairly made for the highest price then and there obtainable.

Robert H. Campbell
Robert H. Campbell
Auctioneer

MYLANDER AND ATWATER
1213 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee-Simple Shore Lots

By virtue of Decrees of the Circuit Court of Anne Arundel County, in Equity (No. 14449, 14450) the undersigned Trustee will sell at public auction, at the Courthouse door, Annapolis, Maryland, on

Friday, Oct. 5, 1962
at 11:00 A.M.

All those lots of ground situate, lying and being in Anne Arundel County, State of Maryland, being known and designated as:

1. Lot No. 1025, Section 3, Plat of "Sunrise Beach", which Plat is recorded among the aforesaid Land Records of Anne Arundel County in Cabinet 4, Rod G1, Folio 11, (Case No. 14449).

2. Lot No. 1265, Section 4, Plat of "Sunrise Beach", which Plat is recorded among the aforesaid Land Records of Anne Arundel County in Cabinet 4, Rod G2, Plat 7 (Case No. 14450).

The said lots are unimproved and will be sold subject to all of the covenants, conditions, restrictions and charges applicable to the development as contained in deeds of record (Exhibits in cases Nos. 14449 and 14450 contain standard restrictions).

TERMS OF SALE: A cash deposit of one-half of the amount of the purchase price will be required at the time of sale; the balance in cash upon final ratification of sale. Unpaid purchase money to bear interest to the date of settlement. State and county taxes and all other public charges are to be adjusted to the date of sale, the cost of all documentary stamps to be borne by the purchaser.

THOMAS A. GARLAND
Trustee

Robert H. Campbell
Auctioneer

O-4

14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 192

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1962

We hereby certify, that the annexed

Trustee Sale - Eq. 14,449

Sunrise Beach

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of October, 1962. The first insertion being made the 13th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT 18 PM 4:27

By Marie Tate

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 193

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,449

Gunnar H. Ginters

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

1962 NOV 13 PM 12:34

No. E. C. 25677

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,449 Equity
SUNRISE BEACH, INC.
VERSUS
GUNAR H. GINTERS
ANNA A. GINTERS, his wife

Ordered, this 9th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by Thomas A. Garland, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of Novmber next.

The report states that the amount of sale was $305.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-1

In the Case of

SUNRISE BEACH, INC., a Maryland Corporation

vs.

GUNAR H. GINTERS and ANNA A. GINTERS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,449 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 DEC -5 PM 3:24 FILED

All of which is respectfully submitted.

December 5, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21 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.

Clerk

Per: , deputy

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LIBER 143 PAGE 195

Dr. SUNRISE BEACH, INC., a Maryland corporation vs. GUNAR H. GINTERS and ANNA A. GINTERS, his wife

In Acct. with THOMAS A. GARLAND, Trustee

						Cr.
1962						
Oct.	5	Proceeds of Sale	305	00	305	00
					305	00
		To Trustee for Commissions, viz:	21	30	21	30
		To Trustee for Court Costs, viz:				
		Plaintiff's Solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	43	50		
		Auditor - stating this account	25	00	78	50
		To Trustee for expenses, viz:				
		Capital Gazette Press - advertising sale	26	26		
		Capital Gazette Press - Order nisi, sale	15	00		
		Robert H. Campbell - Auctioneer fee	25	00		
		Fidelity & Deposit Co. - Bond premium	10	00		
		1962 County & State taxes - adjusted 10/5/63 (7.32)	5	50		
		1962 Annual maintenance chg.-adj.-10/5/62 (22.00)	16	50	98	26
		To Sunrise Beach, Inc. - In full , claim filed	88	00	88	00
		To Gunar H. Ginters and Anna A. Ginters, this surplus	18	94	18	94
					305	00

LIBER 143 PAGE 196

SUNRISE BEACH, INC., a Maryland corporation, 711 Fourteenth Street, N. W. Washington 5, D. C.	*	IN THE CIRCUIT COURT
	*	FOR
Complainant	*	
vs.		ANNE ARUNDEL COUNTY
HELEN B. EDSALL 9030 Sunset Boulevard Hollywood 48, California	*	IN EQUITY
Respondent	*	No. 14,450 Equity
	*	

BILL OF COMPLAINT TO FORECLOSE LIEN

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Sunrise Beach, Inc., a Maryland corporation, respectfully shows:

1. That Beach Shores, Inc., by a Deed dated October 31, 1955, recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 978, folio 331, conveyed to the Respondent, Helen B. Edsall, all that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, designated as Lot No. 1265, Section 4, Plat of "Sunrise Beach," which Plat is recorded among the Land Records of said County in Cabinet 4, Rod G-2, Plat 7. Certified copy of said Deed is attached hereto, marked "Plaintiff's Exhibit No. 1," and prayed to be taken as part hereof.

2. That the aforesaid Deed from Beach Shores, Inc., reserved and provides in Paragraph 5 thereof, as follows:

> "5. All of the residential lots shown upon the sub-division Plat of Sunrise Beach hereinbefore referred to, shall be subject to an annual charge of Twenty Two Dollars ($22.00) per lot, payable on the first day of January of each year hereafter which shall be paid to Grantor, which shall be collection agent for a maintenance corporation

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"to be designated by Grantor, which maintenance corporation shall be the owner of said charge, for the use and maintenance of the beaches shown on said plat of Sunrise Beach, which privileges for use are not assignable except by written approval of the Grantor, its or their successors or assigns. It is expressly agreed that said charge shall constitute a lien or encumbrance on the land with respect to which said charge is made, and by virtue of title to any of the land included in said tract, the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Grantors, its or their successors or assigns aforesaid, all charges provided for in this paragraph.

"The maintenance corporation to be designated by the Grantor shall maintain the beaches in its own discretion, or as it shall by contract with the Grantor herein, and Grantees shall have no rights to dictate or require maintenance of such beaches or have any rights therein other than the reasonable use thereof, in accordance with the rules and regulations of such maintenance corporation. Grantees, for themselves, their heirs and assigns, covenant to use said beaches only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vests Grantor or the maintenance corporation to be designated by Grantor, its or their successors or assigns, with the power to deprive any persons, including Grantees, members of their families, their heirs and assigns, of the use of such beaches, temporarily or permanently, for infraction of such rules and regulations, without impairing the aforesaid obligation to pay such charges, or the lien therefor."

3. That your Complainant has been designated by the said Beach Shores, Inc., as the maintenance corporation mentioned in the aforesaid Paragraph 5, and as the result of such designation is the owner of said charge.

4. That the Respondent has failed and refused to pay the said annual rent charge when it became due and payable, and there is now in arrears the sum of Eighty-Eight Dollars ($88.00), which sum remains due and owing to the Complainant. Payment thereof has been duly demanded and said sum, pursuant to the terms and conditions of said deed, constitutes a lien or encumbrance on the land thereby conveyed with respect to which said charge was made.

WHEREFORE, the Complainant prays that this Honorable Court may by its Decree:

(a) Appoint a Trustee to make a sale of the property hereinabove described to enforce Complainant's lien on such terms as the Court may prescribe.

(b) Order such sale of the property described herein, and Decree that from the proceeds thereof the claim of Complainant be paid with interest.

(c) That the Complainant may have such other and further relief as the nature of its case may require.

AND, as in duty bound, etc.

Charles C. Atwater T.G.
Charles C. W. Atwater

Thomas A. Garland
Thomas A. Garland
Solicitors for Complainant
1213 Fidelity Building
Baltimore 1, Maryland
Plaza 2 6254

3

LIBER 978 PAGE 331 LIBER 143 PAGE 199

This Deed, made this 31st day of October, 1955, by and between BEACH SHORES, INC., a Maryland corporation, party of the first part, Grantor, and HELEN B. EDSALL, individually, ...

party of the second part, Grantee. (The word Grantee shall include and mean Grantees.)

Witnesseth, that the Grantor, in consideration of the sum of Five Dollars and other valuable considerations, to it in hand paid, the receipt whereof is hereby acknowledged, does grant and convey unto the said Grantee, Grantee's heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach", prepared by J. F. McCrone, Jr., and filed among the Plat Records of said County in Cabinet 4, Rod G-2/ Plat 7, as Section 4, Plat -, Lot No. One Thousand Two Hundred Sixty-Five (1265), ...

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of said Grantee, Grantee's heirs and assigns, in fee simple, subject to the following restrictive covenants, easements, charges and conditions which are hereby entered into by the Grantor, for itself, its successors and assigns, and with respect to paragraph (5) for the benefit of Sunrise Beach, Inc., a body corporate in the State of Maryland, its successors and assigns, with the Grantee, Grantee's heirs and assigns, as a part of the general plan or scheme of development of the land shown on the Plat of Sunrise Beach aforesaid:

1. The land hereby conveyed shall be used only for the purposes of family residence and appropriate uses accessory thereto, shall be sold only to members of the Caucasian race. No building shall be erected thereon except a dwelling house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building, fence or other structure shall be erected or altered unless the plans, specifications, including color scheme, and plot plan therefor, are submitted to and formally approved in writing by the Grantor, its successors or assigns, and a copy of such plans, specifications and plot plan, as so approved shall be permanently filed with the Grantor, its successors or assigns, before any work is begun. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Departments of Health. No sign of any description may be erected or placed on any portion of the land without the express written approval of Grantor, its successors or assigns. No tent, trailer or out building shall ever be erected or maintained on the tract, and no garage or basement shall at any time be used as a temporary or permanent residence.

2. No business or occupation of any kind, other than home practice of physician, may at any time be carried on or permitted upon the said land, except in those areas which may be designated for such purposes on the subdivision Plat of Sunrise Beach, filed among the Plat Records of Anne Arundel County.

3. No animals, except household pets, shall be kept or maintained on any part of said property. The term "household pets," as herein used, shall include only dogs, cats and caged birds kept within the residence. No pigeons or other fowl and no kenneled or caged animals of any kind shall be permitted.

4. The Grantor reserves to itself, its successors, licensees and assigns, an easement or right of-way over a strip of ground 10 feet in width along the side, front and rear outlines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone and sewerage and any appurtenance to the supply lines therefor, including guy wires, transformers, meters, etc., by overhead transmission lines or underground installation, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may desire to serve said lots, with no obligation to Grantor to supply such services. The Grantor reserves to itself, its successors and assigns, the beds of roads, alleys and ways shown on the Plat of Sunrise Beach aforesaid, and reserves the right, without compensation to Grantees or anyone claiming through or under them, at any time, to dedicate all roads, ways or alleys laid out or shown upon said Plat to public use and/or to convey the same to the State or County or any agency or instrumentality thereof. No dedication to public use of roads, alleys, ways or beaches is intended by this deed.

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EXHIBIT 1

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5. All of the residential lots shown upon the sub-division Plat of Sunrise Beach hereinbefore referred to, shall be subject to an annual charge of Twenty Two Dollars ($22.00) per lot, payable on the first day of January of each year hereafter which shall be paid to Grantor, which shall be collection agent for a maintenance corporation to be designated by Grantor, which maintenance corporation shall be the owner of said charge, for the use and maintenance of the beaches shown on said plat of Sunrise Beach, which privileges for use are not assignable except by written approval of the Grantor, its or their successors or assigns. It is expressly agreed that said charge shall constitute a lien or encumbrance on the land with respect to which said charge is made, and by virtue of title to any of the land included in said tract, the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Grantors, its or their successors or assigns aforesaid, all charges provided for in this paragraph.

The maintenance corporation to be designated by the Grantor shall maintain the beaches in its own discretion, or as it shall by contract with the Grantor herein, and Grantees shall have no rights to dictate or require maintenance of such beaches or have any rights therein other than the reasonable use thereof, in accordance with the rules and regulations of such maintenance corporation. Grantees, for themselves, their heirs and assigns, covenant to use said beaches only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vests Grantor or the maintenance corporation to be designated by Grantor, its or their successors or assigns, with the power to deprive any persons, including Grantees, members of their families, their heirs and assigns, of the use of such beaches, temporarily or permanently, for infraction of such rules and regulations, without impairing the aforesaid obligation to pay such charges, or the lien therefor.

6. Failure to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequently thereto.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurance of the same as may be requisite.

Witness the corporate seal of said body corporate, Grantor, and its corporate signature by its President, who has also signed his name, the day and year first above written.

BEACH SHORES, INC.

Attest: Charles J. Kearns — Secretary — Charles J. Kearns

By Charles E. Dockser — President — Charles E. Dockser

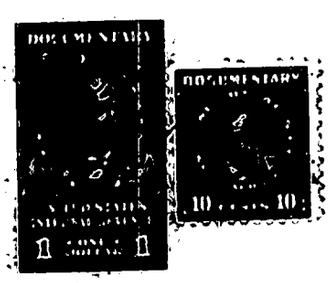
District of Columbia, ~~City of Washington~~, to wit:

I Hereby Certify, that on this 3rd day of November in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the District of Columbia, ~~City of Washington~~ aforesaid, personally appeared Charles E. Docks er President of Beach Shores, Inc., above named grantor, and he acknowledged the foregoing deed to be the corporate act of said body corporate.

As Witness my hand and Notarial Seal.

Arthur G. Wolff — Notary Public — Arthur G. Wolff

My commission as Notary Public expires: February 29, 1956



Rec'd for record Nov. 7, 1955, at 12:05 P.M.
Per George T. Cromwell, Clerk.
Mailed to Mrs. Helen B. Edsall

LIBER 143 PAGE 201

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed ..... is truly taken and copied from Liber G.T.C. ... No. 978 ..... folio ... 331 ..... one of the .... Land ..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this .. 25th .. day of ... October .... A. D., 1960 ..

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

5

SUNRISE BEACH, INC., a Maryland corporation, 711 Fourteenth Street, N. W. Washington -5, D. C.	*	IN THE CIRCUIT COURT
	*	FOR
Complainant	*	ANNE ARUNDEL COUNTY
vs.		
HELEN B. EDSALL 9030 Sunset Boulevard Hollywood -48, California	*	IN EQUITY
	*	No. 14,450
Respondent		

* * * * * * * * * * *

ORDER OF PUBLICATION

The object of this suit is to foreclose a lien and to procure a decree for the sale of the property subject to said lien located in the Second Election District of Anne Arundel County, State of Maryland, which lien was created, reserved and provided for by a Deed from Beach Shores, Inc., to the Respondent.

The Bill states that on or about the 31st day of October, 1955, the said Beach Shores, Inc., conveyed to the said Respondent certain real estate located in the Second Election District of Anne Arundel County, State of Maryland, being a part of Sunrise Beach, designated on the subdivision plat entitled "Sunrise Beach", prepared by J. F. McCrone, Jr., and filed among the Plat Records of said County in Cabinet 4, Rod G-2, Plat 7, being Lot No. 1265, Section 4 thereof, and that it was provided in said Deed that the land so conveyed should be subject to a rent charge in the amount of Twenty-two Dollars ($22.00), payable annually on the first day of January in each year, the right to collect the said rent charge having subsequently been assigned by designation to the Complainant; and that the

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payment of said charge is in arrears in the amount of Eighty-eight Dollars ($88.00), and that payment has been duly demanded but the Respondent has failed and refused to pay the same and that the whole of said sum still remains due and owing by the said Respondent to the Complainant.

The said Respondent is a non-resident of the State of Maryland.

The Bill of Complaint prays that a decree may be passed for the sale of the property and that so much of the proceeds as may be necessary to satisfy said claim of the Complainant, together with interest thereon, be paid to the Complainant, and that the Complainant be granted such other and further relief as the nature of the case may require.

O R D E R

IT IS THEREUPON, this 21st day of July, 1961, by the Circuit Court for Anne Arundel County, In Equity,

O R D E R E D:

THAT the Complainant by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week in each of four successive weeks, before the 28th day of August 1961, give notice to the said absent Respondent of the object and substance of this Bill, warning her to appear in this Court in person or by solicitor, on or before the 29th day of September, 1961, to show cause, if any she may have, why a decree should not be passed as prayed.

George T. Cromwell
Clerk

IN THE
CIRCUIT COURT
FOR ANNE
ARUNDEL COUNTY
IN EQUITY
No. 14,450

SUNRISE BEACH, INC.
a Maryland corporation,
711 Fourteenth Street, N.W.
Washington 5, D. C.
Complainant

versus

HELEN B. EDSALL
9030 Sunset Boulevard
Hollywood 48, California
Respondent

Order Of Publication

The object of this suit is to foreclose a lien and to procure a decree for the sale of the property subject to said lien located in the Second Election District of Anne Arundel County, State of Maryland, which lien was created, reserved and provided for by a Deed from Beach Shores, Inc., to the Respondent.

The Bill states that on or about the 31st day of October, 1955, the said Beach Shores, Inc., conveyed to the said Respondent certain real estate located in the Second Election District of Anne Arundel County, State of Maryland, being a part of Sunrise Beach, designated on the subdivision plat entitled "Sunrise Beach", prepared by J. F. McCrone, Jr., and filed among the Plat Records of said County in Cabinet 4, Rod G-2, Plat 7, being Lot No. 1265, Section 4 thereof, and that is was provided in said Deed that the land so conveyed should be subject to a rent charge in the amount of Twenty-two Dollars ($22.00), payable annually on the first day of January in each year, the right to collect the said rent charge having subsequently been assigned by designation to the Complainant; and that the payment of said charge is in arrears in the amount of Eighty-eight Dollars ($88.00), and that payment has been duly demanded but the Respondent has failed and refused to pay the same and that the whole of said sum still remains due and owing by the said Respondent to the Complainant.

The said Respondent is a non-resident of the State of Maryland.

The Bill of Complaint prays that a decree may be passed for the sale of the property and that so much of the proceeds as may be necessary to satisfy said claim of the Complainant, together with interest thereon, be paid to the Complainant, and that the Complainant be granted such other and further relief as the nature of the case may require.

ORDER

IT IS THEREUPON, this 21st day of July, 1961, by the Circuit Court for Anne Arundel County, In Equity,

ORDERED:

THAT the Complainant by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week in each of four successive weeks, before the 28th day of August 1961, give notice to the said absent Respondent of the object and substance of this Bill, warning her to appear in this Court in person or by solicitor, on or before the 29th day of September, 1961, to show cause if any she may have, why a decree should not be passed as prayed.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-17

No 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 204

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed Order of Publication No. 14,450 Helen B. Edsall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of August, 1961. The first insertion being made the 27th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

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SUNRISE BEACH, INC.	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
HELEN B. EDSALL	*	IN EQUITY
		Case No. 14,450

* * * * * * * * * * *

AFFIDAVIT

I HEREBY CERTIFY that a copy of the Order of Publication entered in the above-captioned case was mailed to the Defendant, Helen B. Edsall, at 9030 Sunset Boulevard, Hollywood -48, California, by letter dated August 2, 1961, and that the same was delivered to her on August 7, 1961, as witness the return receipt on Post Office Form 3811, which is attached hereto and made a part hereof.

Thomas A. Garland
Thomas A. Garland

Subscribed and sworn to before me, a Notary Public of the State of Maryland, this 10th day of January, 1962.

[illegible]
Notary Public

Form 3811
Rev. 1-52

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1 Mrs. Helen B. Edsall
(Signature or name of addressee)

2 Lyda Tonge
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery AUG 7 1961, 19

U. S. GOVERNMENT PRINTING OFFICE 16—[illegible]

1962 JAN 11 [illegible]

SUNRISE BEACH, INC.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HELEN B. EDSALL	*	In Equity - No. 14450
	*	

AFFIDAVIT IN SUPPORT OF BILL OF COMPLAINT

I, RICHARD J. MANSFIELD, President of Sunrise Beach, Inc., the Complainant herein, hereby certify that the annual charge mentioned in the Bill of Complaint is due and in arrears, and there is now owing the sum of Eighty-Eight ($88.00) Dollars on account of said charge.

I further certify that Sunrise Beach, Inc., is the owner of the said annual charge, and that the property mentioned in the Bill of Complaint is subject to the lien of the annual charge as stated therein.

Affidavit As To Military Service

I further certify that to the best of my knowledge, information and belief, the Respondent is not a member on active duty in the Military Service of the United States or of any nation allied with the United States.

The Respondent has not been ordered to report for induction into Military Service under the Selective Service Act or as a member of any reserve corps.

Richard J. Mansfield
President
Sunrise Beach, Inc.

SUBSCRIBED AND SWORN TO before me, a Notary Public of the City of Washington, District of Columbia, this 26th day of JANUARY, 1962.

Arthur G. Wolff
Notary Public

Commission Expires 4/28/66

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TAG/vhc 1/24/62 1/4

LIBER 143 PAGE 207

SUNRISE BEACH, INC.	*	IN THE CIRCUIT COURT
vs.	*	FOR
HELEN B. EDSALL	*	ANNE ARUNDEL COUNTY
	*	In Equity - No. 14450
	*	

DECREE PRO CONFESSO

The Respondent, Helen B. Edsall, after Order of Publication duly published, and proof having been made that a copy of the Order of Publication was delivered to her by Registered Mail, and she having failed to appear to the Bill of Complaint and answer same according to the command of the said Order of Publication, and the Complainant having established by Affidavit satisfactory to this Court the truth of all matters stated in the Bill of Complaint and its right to the relief prayed,

IT IS, THEREUPON, this 1st day of February, 1962, by THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY,

ORDERED, ADJUDGED AND DECREED, that said Bill of Complaint be, and the same is hereby, taken pro confesso against said respondent; and Thos. A. Garland is hereby appointed Trustee to make sale of the property mentioned in the Bill of Complaint at public auction after having given notice of the time and place for sale and the terms thereof, and subject to ratification, all in accordance with the provisions of the Maryland Rules of Procedure pertaining to Judicial Sales by Trustees (Rules BR1 to BR6 inclusive) and to bring the proceeds of sale into this Court to be distributed under the direction of this Court after deducting the costs of this case and such commissions to the said Trustee as this Court shall think proper.

IT IS FURTHER ORDERED, that before making sale, the above-

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named Trustee shall file with the Clerk a bond to the State of Maryland in the amount of Five Hundred Dollars, conditioned upon the faithful performance and execution of the trust reposed in him.

D. Boone Duckett

JUDGE

Bond No. 76 36 716

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 143 PAGE 209

BER 11 PAGE 433

No. 14,450 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas A. Garland, 1213 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred and 00/100 ($500.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of September in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden Thomas A. Garland 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 Sunrise Beach, Inc.

vs:

Helen B. Edsall

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Thomas A. Garland

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:

Thomas S. Fitzhugh

Thomas A. Garland (SEAL)
Thomas A. Garland

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By
Clinton A. Killam, Jr. *Attorney-in-Fact*

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MD3116a—500, 3-62 159921
Trustee's Bond

FILED

Bond approved this 7th day of Sept., 1962 1962 SEP -7 AM 9:56

Louis N. Phipps, Clerk

SUNRISE BEACH, INC.	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
HELEN B. EDSALL	*	IN EQUITY
		No. 14450
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Thomas A. Garland, Trustee appointed by the Decree in the above-entitled cause to make sale of the real property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in "The Evening Capital", a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did, pursuant to said notice, on Friday, the 5th day of October, 1962, at 11:00 o'clock A. M., attend on the premises and then and there sold said real property unto Southern Municipal Corporation, which was then and there the highest bidder, for the sum of Three Hundred and Five Dollars ($305.00).

Thomas A. Garland
Thomas A. Garland
Trustee

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STATE OF MARYLAND, CITY OF BALTIMORE, SCT.:

I HEREBY CERTIFY, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared THOMAS A. GARLAND, 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.

VERA H. CAMPBELL NOTARY PUBLIC BALTIMORE, MARYLAND

Vera H. Campbell
Notary Public

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ORDER NISI

LIBER 143 PAGE 212

SUNRISE BEACH, INC.

versus

HELEN B. EDSALL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,450 Equity

Ordered, this 9th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by Thomas A. Garland, Trustee

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

The report states that the amount of sale was $ 305.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Thomas A. Garland, Atty.
(Final Order)

The ~~Md. Gazette~~ Evening Capital (for Oct. 11 edition)

SUNRISE BEACH, INC.

versus

HELEN B. EDSALL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 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.

1962 NOV 14 PM 4:11

16

CONTRACT OF SALE

THIS AGREEMENT OF SALE, made this 5th day of October, 1962, WITNESSETH:

THAT Southern Municipal Corporation has purchased from Thomas A. Garland, Trustee, all that lot of ground situate in the Second Election District of Anne Arundel County, being known and designated as Lot No. 1265, Section 4, Plat of Sunrise Beach, Cabinet 4, Rod G2, Plat 7, at and for the sum of Three Hundred and Five Dollars ($305.00), of which the sum of One Hundred Fifty-two Dollars and Fifty Cents ($152.50) has been paid, receipt of which is hereby acknowledged, the balance to be paid upon final ratification of sale; all in accordance with the terms of the advertisement of sale appearing in "The Evening Capital" on September 13, 1962, which is incorporated herein by reference.

Witness:

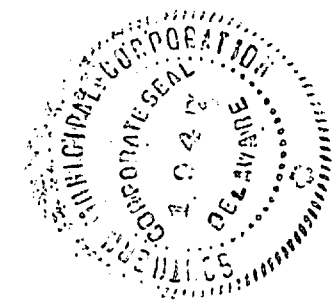
Vera H. Campbell

Thomas A. Garland Trustee (SEAL)
Thomas A. Garland, Trustee

SOUTHERN MUNICIPAL CORPORATION

Mary Harrison

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, President



1962 OCT 10 PM 3:21

AFFIDAVIT OF PURCHASER
UNDER RULE BR 6

I, the undersigned, a Notary Public of the State of Maryland, do hereby certify that on this 10th day of October, 1962, personally appeared before me C. MAURICE WEIDEMEYER, President of SOUTHERN MUNICIPAL CORPORATION, and made oath in due form of law that in purchasing the above-described property at Trustee's sale

(1) The said corporation was not acting as agent for any person or corporation.

(2) That there are no other persons or corporations interested in said purchase as principals.

(3) That neither the said corporation nor any of its agents, directly or indirectly, discouraged any one from bidding for the said property.

AS WITNESS my hand and seal this 10th day of October, 1962.

Mary Harrison
Notary Public

I HEREBY CERTIFY that the above-mentioned sale, conducted by me as Auctioneer, was fairly made for the highest price then and there obtainable.

Robert H. Campbell
Robert H. Campbell
Auctioneer

'62 OCT 10 PM 3:57

18

MYLANDER AND ATWATER
1213 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee-Simple Shore Lots

By virtue of Decrees of the Circuit Court of Anne Arundel County, in Equity (No. 14449, 14450), the undersigned Trustee will sell at public auction, at the Courthouse door, Annapolis, Maryland, on

Friday, Oct. 5, 1962
at 11:00 A.M.

All those lots of ground situate, lying and being in Anne Arundel County, State of Maryland, being known and designated as:

1. Lot No. 1025, Section 3, Plat of "Sunrise Beach", which Plat is recorded among the aforesaid Land Records of Anne Arundel County in Cabinet 4, Rod G1, Folio 11, (Case No. 14449).

2. Lot No. 1265, Section 4, Plat of "Sunrise Beach", which Plat is recorded among the aforesaid Land Records of Anne Arundel County in Cabinet 4, Rod G2, Plat 7 (Case No. 14450).

The said lots are unimproved and will be sold subject to all of the covenants, conditions, restrictions and charges applicable to the development as contained in deeds of record (Exhibits in cases Nos. 14449 and 14450 contain standard restrictions).

TERMS OF SALE: A cash deposit of one-half of the amount of the purchase price will be required at the time of sale; the balance in cash upon final ratification of sale. Unpaid purchase money to bear interest to the date of settlement. State and county taxes and all other public charges are to be adjusted to the date of sale, the cost of all documentary stamps to be borne by the purchaser.

THOMAS A. GARLAND
Trustee

Robert H. Campbell
Auctioneer

O-4

19

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 215

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1962

We hereby certify, that the annexed

Trustee Sale - Eq. 14,450

Sunrise Beach

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of October, 1962. The first insertion being made the 13th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT 18 PM 4:03

By Marie Pate

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 216

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,450 Equity
SUNRISE BEACH, INC.
VERSUS
HELEN B. EDSALL

Ordered, this 9th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by Thomas A. Garland, Trustee BE RATIFED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of November next.

The report states that the amount of sale was $305.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq 14,450

Helen B. Edsall

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

1962 NOV 13 PM 12:3

No. E. C. 25626

By H. Tilghman

20

In the Case of

SUNRISE BEACH, INC., a Maryland Corporation

vs.

HELEN B. EDSALL

In the

Circuit Court

For

Anne Arundel County

No. 14,450 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.
December 5, 1962

John H. Hopkins, IV, Auditor.

1962 DEC -5 PM 3:24
FILED

FINAL ORDER

ORDERED BY THE COURT, this 21 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 W. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED
1962 DEC 21 PM 12:22

21

Dr. SUNRISE BEACH, INC., a Maryland Corporation vs. HELEN B. EDSALL

In Acct. with THOMAS A. GARLAND, Trustee

						Cr.
1962						
Oct.	5	Proceeds of Sale	305	00	305	00
		1962 County & State taxes adjusted				
		(7.30) 10/5/62 to 12/31/62	1	72	1	72
					306	72
		To Trustee for Commissions, viz:	21	30	21	30
		To Trustee for Court Costs, viz:				
		Plaintiff's Solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	44	50		
		Auditor - stating this account	22	50	77	00
		To Trustee for expenses, viz:				
		Capital Gazette Press - Adv. Order of Publ.	87	52		
		Capital Gazette Press - Advertising Sale	26	26		
		Capital Gazette Press - Order nisi, sale	15	00		
		Robert H. Campbell - Auctioneer fee	25	00		
		Fidelity & Deposit Co. - Bond Premium	10	00		
		1962 Annual maintenance chg.-Adj. 10/5/62 (22.00)	16	50	180	28
		To Sunrise Beach, Inc.				
		this balance on account of claim filed	28	14	28	14
					306	72

LIBER 143 PAGE 219

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY- (Equity)
Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife	*	DocketNo. 20, Folio 282
	*	Case No. 15,109

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1. - Original Mortgage from Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife to the Leeds Federal Savings and Loan Association, dated September 11, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1331, folio 7 etc..

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

Pl. 2-5903

FILED

1962 JUL 30 AM 9:50

City-County Form.

BOOK 1331 PAGE 7 No. 15,109 Equity

LIBER 143 PAGE 220

This Mortgage,

Made this 11th day of September, in the year one thousand, nine hundred and fifty-nine, between Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - - - TEN THOUSAND ($10,000.00) - - - - - - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of SEVENTY-ONE and 65/100 ($71.65) - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

Lot numbered sixty-two (62), as shown on the Plat of Beachwood Forest, formerly recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 5; and now recorded in Plat Book No. 2, folio 11.

BEING the same lot of ground and premises which by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Cleo P. Stone, unmarried, unto Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife, the Mortgagors herein.

FILED

1962 JUL 30 AM 9:50

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 and during the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of $xxxxxxxxxxxxx, payable in equal semi-annual installments on the xxxxxxxxxxxxxxxxxxxx day of xxxxxxxxxxxxxxxxxx and xxxxxxxxxxxxxxxx in each and every year~~

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

Vaughn K. Braithwaite (SEAL)
Vaughn K. Braithwaite

Josephine C. Braithwaite (SEAL)
Josephine C. Braithwaite

(SEAL)

(SEAL)

13.

LIBER 143 PAGE 223

BOOK 1331 PAGE 10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of September, 1959, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife, the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan

Edward J. Brannan Notary Public.

1100

Rec'd for record Sept. 15 1959 at 10.45 AM.

Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney
Named in Mortgage.

vs.

Vaughn K. Braithwaite and
Josephine C. Braithwaite, his wife

"PLAINTIFFS' EXHIBIT NO. 1".

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	Docket No. 20, Folio 282
Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife	*	
	*	Case No. 15,109.

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

(1.) said Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife are not in the military service of the United States.

(2.) said Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife are not in the military service of any nation allied with the United States.

(3.) said Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

(4.) said Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

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

Subscribed and sworn to before
me this 27th day of July, 1962.

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

FILED
1962 JUL 30 AM 9:50

LIBER 143 PAGE 225

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife	*	Docket No. 20, Folio 282
	*	Case No. 15,109.

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife, dated September 11, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1331, folio 7 etc.

Original Amount of Mortgage -	$ 10,000.00
Less Amount Paid on Account -	21.19
	$ 9,978.81
Plus Interest to 8/27/62 -	94.79
	$ 10,073.60
Less Expense Account -	20.26
Total	$ 10,053.34

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

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 Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED

1962 JUL 30 PM 9:50

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 15,109 Equity.

LIBER 143 PAGE 226

LIBER 11 PAGE 389

Edward J. Brannan, Attorney named in the Mortgage

vs.

Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

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

and 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 Eleven Thousand and 00/100 ---------- Dollars ($ 11,000.00), 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 24th day of July , in the year of our Lord, nineteen hundred and sixty-two

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife to Leeds Federal Savings and Loan Association bearing date the 11th day of September , 19 59 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1331 Folio 7 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By John F. Graham
John F. Graham, Attorney-in-fact

B. L. Bolling
B. L. Bolling, Witness to Surety

FILED

1962 JUL 30 AM 9:51

Bond approved this 30 day of July, 19 62

Eleanor L. Owings acting Clerk

8

EDWARD J. BRANNAN
Solicitor
541 Equitable B.

Mortgage Sale

Of Desirable, Fee Simple Property

situate on Beechwood Road, Anne Arundel County
(Beechwood Forest)
WATER FRONT PROPERTY
Magothy River

By virtue of and pursuant to the power of sale contained in the mortgage from Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife, to the Leeds Federal Savings and Loan Association dated September 11, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1331, folio 7 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

MONDAY, AUGUST 27, 1962 at 11 O'clock A.M.

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

Lot numbered sixty-two (62), as shown on the Plat of Beachwood Forest, formerly recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 5 and now recorded in Plat Book No. 2, folio 11.

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

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

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

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

A-23

9

OFFICE OF 15,109

Maryland Gazette

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

LIBER 143 PAGE 227

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 24, 1962

We hereby certify, that the annexed

Mortgage Sale

Vaughn K. Braithwaite

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 2nd day of August 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1962 AUG 28 PM 12:54

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27 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 Cleo P. Stone, 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.

Cleo P Stone (SEAL)
Purchaser

HARRY C. MILLER NOTARY PUBLIC BALTIMORE, MD.

Harry C. Miller
Notary Public

FILED
1962 AUG 29 AM 10:05

10

LIBER 143 PAGE 229

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL CO.
vs.	*	Docket No. 20 - Equity
Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife	*	Folio 282
	*	Case No. 15,109

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 27th day of August, 1962, he sold at public aution, for the highest price the following described property:

Lot numbered sixty-two (62), as shown on the Plat of Beachwood Forest, formerly recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 5, and now recorded in Plat Book No. 2, folio 11, at and for the price of ELEVEN THOUSAND THREE HUNDRED DOLLARS ($11,300.00) - - - - - - .

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

Witness: E. T. Newell & Co., Inc.

Betty Y. Trueschler BY: [signature] Pres.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of Eleven Thousand Three Hundred Dollars.

Witness:

Cleo P Stone (SEAL)

Edward J Brannan (SEAL)

1962 AUG 29 [illegible]

11

Edward J. Brannan, Attorney Named in Mortgage	*	In The Circuit Court For Anne Arundel County
vs.	*	Docket No. - 20 - Equity
Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife	*	Folio No. -282 -
	*	Case No. 15,109

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated September 11, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1331, folio 7 etc., from Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife, to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows;

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland-Gazette newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of August, 1962 at 11:00 O'Clock P.M., (Daylight Saving Time) attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Cleo P. Stone, at and for the sum of Eleven Thousand Three Hundred Dollars ($11,300.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

FILED

1962 AUG 29 AM 10:06

12

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 143 PAGE 231

I HEREBY CERTIFY, that on this 27th day of August in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable, Fee Simple Property

situate on Beechwood Road, Anne Arundel County. (Beechwood Forest)
WATER FRONT PROPERTY
Magothy River

By virtue of and pursuant to the power of sale contained in the mortgage from Vaughn K. Braithwaite and Josephine C. Braithwaite, his wife, to the Leeds Federal Savings and Loan Association dated September 11, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1331, folio 7 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

MONDAY, AUGUST 27, 1962 at 11 O'clock A.M.

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

Lot numbered sixty-two (62), as shown on the Plat of Beachwood Forest, formerly recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, folio 5 and now recorded in Plat Book No. 2, folio 11.

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

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

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

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

A-23

13.

ORDER NISI

LIBER 143 PAGE 232

Edward J. Brannan, Attorney
named in Mortgage

versus

Vaughn K. Braithwaite and
Josephine C. Braithwaite, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,109 Equity

Ordered, this 29th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $11,300.00.

Eleanor G. Owings Clerk.

True Copy,
Edward J. Brannan, Atty.

TEST: Clerk.
For the Maryland Gazette (Sept.6th Edition)

(Final Order)

Edward J. Brannan, Attorney
named in Mortgage

versus

Vaughn K. Braithwaite and
Josephine C. Braithwaite, his wife

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 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 -9 AM 10:25

14

10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 233

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,109 Equity
Edward J. Brannan, Attorney named in Mortgage
versus
VAUGHN K. BRAITHWAITE and JOSEPHINE C. BRAITHWAITE, his wife

Ordered, this 29th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $11,300.00.

ELLEANOR G. OWINGS
Acting Clerk

True Copy, TEST:
ELLEANOR G. OWINGS
Acting Clerk
S-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,109 Vaughn K. Braithwaite

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.

No. M.G. 26749 1962 OCT -3 [illegible] By H. Tilghman

15

In the Case of

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

VS.

VAUGHN K. BRAITHWAITE and JOSEPHINE C. BRAITHWAITE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,109 Equity

1962 DEC -5 PM 2:30 FILED

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.

December 5, 1962

FINAL ORDER

ORDERED BY THE COURT, this 21st 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 21 AM 9:50

16

17.

Dr. Mortgaged Real Estate of Vaughn K. Braithwaite & Josephine C. Braithwaite, his wife

In Acct. with Edward J. Brannan, Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale filed	11,300	00		
	By	Interest, 6%, on deferred payment $10,800.00 from 8/27/62 to 11/16/62	142	20		
	By	Adjustment, 1962 Real Estate taxes, 8/27/62 to 12/31/62	54	83		
					11,497	03
	To	Attorney, for fee, viz.	150	00		
	To	Attorney for commission, viz.	339	00		
					489	00
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	29	75		
		Auditor, this account	25	00		
					64	75
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	78	00		
		U. S. Fid. & Guar. Co. - bond	44	00		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee 342. 50				
		Advertising - Sun 32.50	375	00		
					497	00
	To	Leeds Federal Savings & Loan				
		Association, Mortgagee, in full				

		for Mortgage claim	10,053	34		
		Interest, 6%, on principal Balance,				
		$9,958.55 from 8/28/62 to 12/20/62	185	89		
					10,239	23
	To	Cleo P. Stone, on account of judg-				
		ment claim			207	05
					11,497	03

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LIBER 143 PAGE 237

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	*	IN THE CIRCUIT COURT FOR
-vs-	*	ANNE ARUNDEL COUNTY
PAUL F. ANDERSON and MADELYN ANDERSON, his wife, and JOEL D. GILLESPIE, JR., and EMIKO GILLESPIE, his wife 13 Cypress Road Victor Haven Annapolis, Maryland Defendants	*	IN EQUITY Docket 20 Folio 300 No. 15,144 Equity

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

PETITION FOR SALE OF PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents:

That on the 23rd day of December, 1958, the defendants, Paul F. Anderson and Madelyn Anderson, his wife, executed and delivered to The American National Building and Loan Association of Baltimore City, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9,300.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of the mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That on August 11, 1960, the said Paul F. Anderson and Madelyn Anderson, his wife, assigned said property to Joel D. Gillespie, Jr., and Emiko Gillespie, his wife, the other defendants, herein, subject to the said mortgage, which said assignment is recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1416 folio 101.

That under date of August 11, 1960, the said Joel D. Gillespie and Emiko Gillespie, His wife, executed and delivered the Mortgage Assumption Agreement attached hereto and marked "Petitioner's Exhibit No. 2" wherein the said Joel D. Gillespie and Emiko Gillespie, his wife, agreed to be fully liable under all the covenants of said mortgage.

That said defendants are presently in default under the covenants of said mortgage.

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

And, as in duty, etc.

J. Purdon Wright

J. Purdon Wright
345 St. Paul Place
Baltimore 2, Maryland
LE 9- 1789
Attorney for Plaintiff

FILED

1962 AUG 14 AM 9:22

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

LIBER 1263 PAGE 207 LIBER 143 PAGE 238

MORTGAGE

No. 15,144 Equity

THIS MORTGAGE, Made this 23rd day of December, A. D. 19 58, by and between

Paul F. Anderson and Madelyn Anderson, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association of Baltimore City

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Nine thousand three hundred---------- Dollars ($ 9,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five&one-quarter per centum (5¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The American National Building and Loan Association of Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-one----------43/100 Dollars ($ 51.43), commencing on the first day of February, 1959, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 89. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEGINNING for the same and being known and designated as Lot No. 6 Block F, as shown on Plat of Section 4 and 7 Part 1 Victor Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 42. Improvements known as 13 Cypress Road.

BEING the same lot of ground described in a deed dated of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by Virginia Home Builders, Incorporated unto the herein mortgagors.

FILED

1982 AUG 14 AM 9:22

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

(PETITIONER'S EXHIBIT NO. 1)

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,

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 at any other time.

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 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 30 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

4

LIBER 1263 PAGE 210 LIBER 143 PAGE 241

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 J. Purdon Wright, 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 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:

Katherine M. Heine
Katherine M. Heine

Paul F. Anderson [SEAL]
Paul F. Anderson

Madelyn Anderson [SEAL]
Madelyn Anderson

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: LIBER 1263 PAGE 211

I HEREBY CERTIFY, That on this the 23rd day of December, 19 58 before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Paul F. Anderson and Madelyn Anderson, 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 Urban J. B. Link, 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires May 4, 1959

My commission expires:

13.50 Katherine M. Heine
Katherine M. Heine, Notary Public

Rec'd for record Dec. 29, 1958 at 2:30 P.M.
Mailed to American Nat'l. Bldg. & Loan Asso.

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220 and Section 221 of the National Housing Act.

STATE OF MARYLAND

3933 Loan No.

MORTGAGE

PAUL F. ANDERSON AND MADELYN ANDERSON, his wife TO THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for record at o'clock M., 19

Same day recorded in Liber No. Folio , etc., one of the Records of and examined per

Cost of Records, $ 13.50, Clerk.

REC'D FOR RECORD
LAND RECORDS
DEC 29 P 2:30
RECORDED IN LIBER GTC
No. 1263 FOLIO 207
CLERK

No. Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated as amended

FEDERAL HOUSING COMMISSIONER
MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

U. S. GOVERNMENT PRINTING OFFICE 16—55500-8

LIBER 143 PAGE 242

MORTGAGE ASSUMPTION AGREEMENT

No. 15,144 Equity

THIS AGREEMENT, Made this 11th day of August, 1960, WITNESSETH:

WHEREAS, the said Paul F Anderson and Madelyn Anderson, his wife executed a mortgage in the amount of $9300.00 covering the (leasehold/ fee simple) property known as 13 Cypress Road, Annapolis, Maryland. to The American National Building and Loan Association of Baltimore City, which said mortgage is still subsisting, and

WHEREAS, on the day of August, 1960, the said are desirous of conveying the aforesaid property to Joel D Gillespie Jr., and Emiko Gillespie, his wife without the necessity of releasing said mortgage.

NOW, THEREFORE, in consideration of the premises and $5.00 and other good and valuable considerations, the said The American National Building and Loan Association of Baltimore City does agree to permit the said Paul F Anderson and Madelyn Anderson to convey the above mentioned property to Joel D Gillespie Jr., and Emiko Gillespie subject to said existing mortgage without the necessity of releasing the said mortgage without the necessity of releasing the said mortgage and executing a new mortgage in the names of said buyers, and the said Paul F Anderson and Madelyn Anderson hereby agree to remain fully liable under all the covenants of said mortgage for the payment of the debt secured thereby until the same shall be paid in full and in the event of the failure to enforce, or waiver of enforcement, whether voluntary or otherwise, of any covenant of said mortgage by the mortgagee, or extension of any covenant of said mortgage by the mortgagee, or extension of payment thereunder, in the event of a default by the buyers, Joel D Gillespie Jr and Emiko Gillespie agree to remain liable under all the covenants of said mortgage to the same extent as if the assignment of the above property subject to said mortgage had not been made, and hereby expressly waive any such failure or waiver of enforcement of any covenant or extension of payment of said mortgage; and the said Joel D Gillespie and Emiko Gillespie in consideration of the privilege granted to them of purchasing said property subject to said mortgage, hereby agree to assume liability for the payment of said mortgage and to be fully liable under all the covenants of said mortgage to the same extent as if they had been original mortgagors; and in the event of a default in the payment of said mortgage resulting in the filing of foreclosure proceedings, the said Joel D Gillespie and Emiko Gillespie agree that they may be made party defendants to said proceedings and thereby liable jointly and severally to a decree in personam for any deficiency which may result from said foreclosure proceedings: and the said sellers hereby agree that their names shall be removed from Policy No. HO 153-11-03 and the same be henceforth carried in the name of the Buyers.

AS WITNESS our hands and seals.

TEST:

Louis M Strauss

Louis M Strauss

Paul F. Anderson (SEAL)
Paul F Anderson

Madelyn Anderson (SEAL)
Madelyn Anderson
Sellers

TEST:

Louis M Strauss

Louis M Strauss

Joel D Gillespie Jr. (SEAL)
Joel D Gillespie Jr.

Emiko Gillespie (SEAL)
Emiko Gillespie
Buyers

TEST:

William A. Sapp

William A. Sapp, Assistant Secretary

The American National Building and Loan Association of Baltimore City

BY: J. H. Hartman

J.H. Hartman, Vice-President

1962 AUG 14 PM

(PETITIONER'S EXHIBIT NO. 2)

LIBER 143 PAGE 243

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Plaintiff

VS.

PAUL F. ANDERSON and MADELYN ANDERSON, his wife, and JOEL D. GILLESPIE, JR., and EMIKO GILLESPIE, HIS WIFE
13 Cypress Road
Victor Haven
Annapolis, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket No. 7, Folio .....

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, that on the 13th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City 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 Defendants are not in the Military Service of the United States of America;

(2) Said Defendants are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants are not members of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Sue C. Quasny
Sue C. Quasny, Notary Public

Howard I. Scaggs
Howard I. Scaggs, Affiant

FILED
1962 AUG 14 AM 9:22

7

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs-	*	
PAUL F. ANDERSON and MADELYN ANDERSON, his wife, and JOEL D. GILLESPIE, JR, and EMIKO GILLESPIE, his wife 13 Cypress Road Victor Haven Annapolis, Maryland Defendants	*	IN EQUITY 15144 Docket 20. Folio 300

LIBER 143 PAGE 241

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City, under the mortgage from Paul F. Anderson and Madelyn Anderson, his wife, to The American National Building and Loan Association of Baltimore City, dated the 23rd day of December, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1263 folio 207, and which said mortgage was assumed by Joel D. Gillespie, Jr. and Emiko Gillespie, his wife, by mortgage assumption agreement dated the 11th day of August, 1960, filed herein marked "Petitioner's Exhibit No. 2."

Principal balance as of 10/30/61	$ 8,919.77
Interest to 11/1/62	507.26
	$ 9,427.03
Debit in Expense Account as of 9/1/62	130.78
TOTAL	$ 9,557.81

1962 AUG 14 PM 9:22

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, the Plaintiff in the above entitled cause and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claimed under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my Hand and Notarial Seal.

Sue C. Quasny
Sue C. Quasny, Notary Public

SUE C. QUASNY NOTARY PUBLIC

8

E-117—1M—5-61.

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets,
~~Baltimore 1, Maryland~~
Complainant

Vs.

PAUL F. ANDERSON and
MADELYN ANDERSON, his wife, and
JOEL D. GILLESPIE, JR. and
EMIKO GILLESPIE, his wife
13 Cypress Road
Victor Haven
Annapolis, Maryland
Defendants

DOCKET 20 FOLIO 300

CASE NO. 15,144

FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

IN EQUITY

TERM, 19

LIBER 143 PAGE 245

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 14th day of August in the year nineteen hundred and sixty-two by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright 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 $10,300.00 FAIR VALUE Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be $500.00 cash at time and place of sale, the balance in cash upon ratification of sale by the Court, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

D. Brian Duckett
JUDGE

FILED

1962 AUG 14 PM 12:39

9

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY Lexington and Liberty Streets Baltimore 1, Maryland, Complainant	*	IN THE CIRCUIT COURT FOR
-vs-	*	ANNE ARUNDEL COUNTY
PAUL F. ANDERSON and MADELYN ANDERSON, his wife, and JOEL D. GILLESPIE, JR. and EMIKO GILLESPIE, his wife 13 Cypress Road Victor Haven Annapolis, Maryland, Defendants	*	IN EQUITY CASE NO. 15,144 Docket 20 Folio 300

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

PETITION TO SUBSTITUTE TRUSTEE
IN MORTGAGE FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Purdon Wright, Trustee in the above entitled foreclosure proceeding, respectfully represents:

1. The heretofore to wit: on the 14th day of August, 1962, your Petitioner was duly appointed Trustee by decree of this Honorable Court to conduct the foreclosure proceedings on the leasehold premises known as 13 Cypress Road, Victor Haven, Annapolis, Maryland, in these proceedings mentioned.

2. That pursuant to said Decree, the auction sale has been scheduled for Friday, September 28th, 1962, at 3:30 P.M. and is currently being advertised in The Maryland Gazette.

3. That the said J. Purdon Wright, Trustee as aforesaid, now finds it impossible to attend said sale, thereby making it necessary for this Honorable Court to appoint a Substitute Trustee in the place and stead of the said J. Purdon Wright, pursuant to the provisions of Maryland Code Annotated, Article 66, Section 6(c).

FILED
1962 SEP 21 AM 9:51

10

4. That J. Purdon Wright, Jr., is an associate in the law firm of J. Purdon Wright and is familiar with this foreclosure proceedings and the property to be sold herein.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order in the premises appointing J. Purdon Wright, Jr. Substitute Trustee to act in the place and stead of the said J. Purdon Wright in these proceedings.

AND, AS IN DUTY BOUND, etc.

J. Purdon Wright

J. Purdon Wright, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Purdon Wright, Trustee in the aforesaid foreclosure case and made oath in due form of law that the matters and facts in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial Seal.

Sue C. Quasny

Sue C. Quasny, Notary Public

SUE C. QUASNY NOTARY PUBLIC

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs-	*	IN EQUITY
PAUL F. ANDERSON and MADELYN ANDERSON, his wife and JOEL D. GILLESPIE and EMIKO GILLESPIE, his wife 13 Cypress Road Victor Haven Annapolis, Maryland Defendants	*	CASE NO. 15,144 Docket 20 Folio 300

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

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 21st day of September, 1962, by the Circuit Court for Anne Arundel County,

O R D E R E D, that J. Purdon Wright, Jr., be and he is hereby appointed Substitute Trustee in the place and stead of J. Purdon Wright, under the decree of this Court dated August 14, 1962, the Substitute Trustee to file approved bond in accordance with the aforesaid decree.

George Sachse
JUDGE

FILED
1962 SEP 24 AM 10:12

12

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 11 PAGE 447

LIBER 143 PAGE 249

American National Building and Loan Association of Baltimore City

versus

Paul F. Anderson and Madelyn Anderson, his wife, and Joel D. Gillespie, Jr., and Emiko Gillespie, his wife

Substitute
BOND OF TRUSTEE TO SELL
Real Estate

No. 15,144 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, Jr.,

345 St. Paul Place, Baltimore 2, 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 Three Hundred and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 10,300.00) 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 13th day of September in the year of our Lord one thousand, nine hundred and sixty two

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel has been appointed Substitute trustee to sell real estate mentioned in the proceedings in the case of

American National Building and Loan Association of Baltimore City

versus

Paul F. Anderson, and Madelyn Anderson, his wife and Joel D. Gillespie, Jr., and Emiko Gillespie, his wife

now pending in said Court.

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

J. Purdon Wright, 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.

Eve E. Quasny J. Purdon Wright, Jr. (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

FILED

1962 SEP 24 AM 10:50

Bond approved this 24 day of September, 1962

Louis N. Phipps, Clerk

13

No. 15,144 Equity

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

I HEREBY CERTIFY that on this 3rd day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is the purchaser and purchased same as principal and not as an agent for anyone, and that it has not directly or indirectly discouraged anyone from bidding for the said 13 Cypress Road, Victor Haven, Annapolis, Maryland, mentioned in said Report of Sale.

Sue C. Quasny
Sue C. Quasny
Notary Public

Howard I. Scaggs, President
The American National Building and
Loan Association of Baltimore City
AFFIANT

THE AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY 1920

SUE C. QUASNY NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1962 OCT -4 AM 9:41

15

J. PURDON WRIGHT
Solicitor
345 Saint Paul Place
Balto. 2, Md.

Trustee's Sale

Of Desirable Frame Fee Simple Dwelling Property

NO. 13 CYPRESS RD.
Victor Haven
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, the undersigned, Trustee, will sell at public auction on the premises on

Friday, Sept. 28, 1962
At 3:30 P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon situate in Anne Arundel County and described as follows:

BEGINNING for the same and being known and designated as Lot No. 6 Block F, as shown on Plat of Section 4 and 7 Part 1 Victor Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 42. The improvements known as 13 Cypress Road. In fee simple and improved by 1-story frame dwelling containing 5 rooms, 1 bath, hot air gas heat.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser at time and place of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest to be paid on the unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges and expenses, if any, to be adjusted to date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER
Auctioneers, Inc.

S-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 251

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 29 1962

We hereby certify, that the annexed

Trustee's Sale

No. 13 Cypress Rd
Victor 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 28th day of September, 1962 The first insertion being made the 6th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 26767

1962 SEP 28 PM 4:17

By H. Tilghman

14

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore 1, Maryland Complainant	*	IN THE CIRCUIT COURT FOR
-vs-	*	
PAUL F. ANDERSON and MADELYN ANDERSON, his wife and JOEL D. GILLESPIE, JR. and EMIKO GILLESPIE, his wife 13 Cypress Road Victor Haven Annapolis, Maryland Defendants	*	ANNE ARUNDEL COUNTY IN EQUITY Case No. 15,144 Docket 20 Folio 300

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Purdon Wright, Jr., Substitute Trustee appointed by the Decree in the above entitled case, to make sale of the fee simple premises known as 13 Cypress Road, Victor Haven, Annapolis, 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 newspaper published in Anne Arundel County, three successive weeks preceding the day of sale, said Substitute Trustee did pursuant to said notice on Friday, September 28th, 1962, at 3:30 P.M. attend on the premises and then and there sold the fee simple property to The American National Building and Loan Association of Baltimore City, the mortgagee herein, Lexington and Liberty Streets, Baltimore 1, Maryland, at and for the price of $8,000.00, it being the highest bidder at said sale.

J. Purdon Wright, Jr.
J. Purdon Wright, Jr.
Substitute Trustee

FILED
1962 OCT -4 AM 9:41

16

LIBER 143 PAGE 253

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SCT:

I HEREBY CERTIFY that on this 3rd day of October, 1962, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared J. Purdon Wright, Jr., Substitute 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.

SUE C. QUASNY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Sue C. Quasny

Sue C. Quasny, Notary Public

17

ORDER NISI

LIBER 143 PAGE 254

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

PAUL F. ANDERSON and MADELYN ANDERSON, HIS WIFE and JOEL D. GILLESPIE, JR. and EMIKO GILLESPIE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,144 Equity

Ordered, this 4th day of October, 19 62, That the sale of the property in these proceedings mentioned made and reported by J. PURDON WRIGHT, JR., Substitute Trustee

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

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

J. PURDON WRIGHT, JR., ATTY. FOR: MARYLAND GAZETTE October 11th EDITION

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

PAUL F. ANDERSON and MADELYN ANDERSON HIS WIFE and JOEL D. GILLESPIE, JR. AND EMIKO GILLESPIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 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 NOV 14 PM 4:09

18

LIBER 143 PAGE 255

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,144

Paul F. Anderson

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 November, 1962. The first insertion being made the 11th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,144 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate
VERSUS
PAUL F. ANDERSON and MADELYN ANDERSON, his wife and JOEL D. GILLESPIE, JR. and EMIKO GILLESPIE, his wife

Ordered, this 4th day of October 1962, That the sale of the property in these proceedings mentioned made and reported by J. PURDON WRIGHT, JR., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of November next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

N-1

1962 NOV -9 PM 4:39

No. M. G. 25672

19

In the Case of

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

PAUL F. ANDERSON, ET UX, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 15,144 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 DEC -5 PM 2:30 FILED

All of which is respectfully submitted.

December 5, 1962

Auditor.

FINAL ORDER:

ORDERED BY THE COURT, this 21st 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.

Clerk

Per: , deputy

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20

Dr. Mortgaged Real Estate of Paul F. Anderson, Madelyn Anderson, his wife, Joel D. Gillespie, Jr. and Emiko Gillespie, his wife

In Acct. with J. Purdon Wright, Jr., Substituted Trustee

					Cr.	
By	Amount of Sale, as per Substituted Trustee, Report of Sale, filed	8,000	00			
By	Interest, 6%, on deferred payment, $8,000.00 from 9/28/62 to 11/16/62	64	00			
By	Adjustment, 1962 State & County Real Estate taxes 9/28/62 to 12/31/62	27	45			
				8,091	45	
To	Substituted Trustee for fee, viz.	75	00			
To	Substituted Trustee for commissions viz.	270	00			
				345	00	
To	Substituted Trustee for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	32	25			
	Auditor, this account	22	50			
				64	75	
To	Substituted Trustee for disbursements, viz.					
	Capital-Gazette Press, Inc. Advertisement & Nisi - Sale	60	52			
	U. S. Fid. & Guar. Co. - bond	41	20			
	Alex Cooper, Auctioneer's fee	35	00			
	Adjustment, City of Annapolis Real Estate taxes 7/1 to 9/28/62	18	00			
	½ Federal & State Revenue stamps	13	20			
				167	92	

	To	The American National Building &				
		Loan Association, Mortgagee, on				
		account of Mortgage claim			7,513	78
					8,091	45
		Balance due on Mortgage, as per				
		claim filed	9,557	81		
		Interest, 5 1/4%, on principal				
		balance, $9,050.55, from 11/1/62				
		to 12/20/62	60	33		
			9,618	14		
		Credit amount allowed above	7,513	78		
		This amount subject to decree in				
		personam	2,104	36		

22

NANCY BRICE DAVIS
Apt. G2, 3706 N. Charles Street
Baltimore 18, Maryland

Complaintant

VS.

NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant
Waveland Farm, R. F. D. #4,
Annapolis, Md.

ELIZABETH B. MORTON, JOHN MORTON II, her husband, NANCY BRICE MORTON, Infant
7 Crescent Place, Allendale, New Jersey
and JOHN MORTON, III, Infant
7 Crescent Place, Allendale, New Jersey,
now attending Wyoming Seminary,
Kingston, Pa.

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,674 EQUITY

LEG 143 PAGE 259

: : : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining says, that Norman E. Brice, the father of your Complaintant and Defendants, Norman E. Brice, Jr. and Elizabeth B. Morton, departed this life at Waveland Farm, Anne Arundel County, Maryland, on or about the 10th day of March, 1957, seized and possessed of a large tract of land located in the Third Election District of Anne Arundel County and known as "Waveland Farm".

FIRST: That under the Last Will and Testament of the said Norman E. Brice, he devised all of said property to his wife, Eleanor H. Brice, for life, with full power to dispose of the same by testimentry disposition, but in default of such testimentry disposition, the said real estate was devised as follows:

The north portion thereof known as TRACT NO. 1, to Norman E. Brice, Jr., the south portion thereof known as TRACT NO. 3, to Elizabeth B. Morton, and the middle portion thereof known as TRACT NO. 2, to your complaintant, Nancy B. Davis, for the period of her natural life, with remainder to her natural children or descendant's, and in the event there were no natural children or descendant's of your Complaintant, to Norman E. Brice, Jr., or his children or descendant's and Elizabeth B. Morton or her children or descendant's. All as will more fully appear from the Last Will and Testament of Norman E. Brice, dated July 31, 1956,

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together with a Plat of said property attached thereto, recorded among the Testamentary Records of Anne Arundel County in Wills Liber H. S. C. No. 1, folio 412, a certified copy thereof being filed herewith and marked "Complaintant's Exhibit No. 1".

SECOND: That Eleanor H. Brice, the mother of your Complaintant and the Defendant's Norman E. Brice, Jr., and Elizabeth B. Morton, departed this life on or about the 2nd day of September, 1958, testate but by her Last Will and Testament did not dispose of the real estate belonging to your Complaintant's father under the powers of appointment contained in the Last Will and Testament of Norman E. Brice.

THIRD: That your Complaintant is unmarried and has no children.

FOURTH: That Norman E. Brice, Jr., is married to Ann Ridout Brice and have one child, namely Sally Ridout Brice, Age 9 years.

FIFTH: That Elizabeth B. Morton is married to John Morton II, and have two children, namely John Morton, III, Age 17 years and Nancy Brice Morton, Age 13 years.

SIXTH: That the whole tract of land known as "Waveland Farm" and of which Norman E. Brice died siezed and possessed is bordered on the east by the Old Annapolis Blvd. and bordered on the west by the waters of the Severn River.

SEVENTH: That the Ritchie Highway runs through the approximate center of said tract of land leaving a portion thereof between the Ritchie Highway and the Severn River and a portion thereof between the Ritchie Highway and the Old Baltimore-Annapolis Blvd., which is owned by your Complaintant and Norman E. Brice, Jr. and Elizabeth B. Morton, her Brother and Sister as hereinabove set forth.

EIGHTH: That the aforesaid parcel of land lying between the Ritchie Highway and the Severn River in which your Complaintant holds a life estate is improved by three (3) dwellings which are rented and from which your Complaintant receives the income.

NINTH: That the portion of the land between the Ritchie Highway and the Old Baltimore-Annapolis Blvd., in which your Complaintant holds a life estate therein consists of approximately 4.8 acres, is unimproved and produces no income.

TENTH: That in the settlement of the estate of Norman E. Brice,

LIBER 143 PAGE 260

2

because of insuffiency of cash and personal property in the estate in order to close said estate and pay estate and inheritance taxes, it was necessary for your Complaintant to borrow from her Brother, Norman E. Brice, Jr., the sum of TWO THOUSAND, NINE HUNDRED FIFTY THREE and 73/100 ($2,953.73) DOLLARS, as will be shown by a memorandum showing the position of the estate of Norman E. Brice and Beneficiaries subsequent to the 2nd Administration account which is filed herewith and marked "Complaintant's Exhibit No. 2".

LIBER 143 PAGE 261

ELEVENTH: That your Complaintant has no funds with which to pay the aforesaid debt to her Brother which arose out of the settlement of her father's estate, other than by the sale of some of the real estate in which your Complaintant holds a life estate.

TWELTH: That that portion of the real estate devised to your Complaintant under the aforesaid Last Will and Testament of her Father, Norman E. Brice, in which your Complaintant holds a life estate, lying between the aforesaid Ritchie Highway and Old Baltimore-Annapolis Blvd., is unproductive and is an expense, whereas if the same were sold, the proceeds of the sale thereof could be invested and your Complaintant would be entitled to the income therefrom.

THIRTEENTH: That it would be to the best interest and advantage to all of the parties to these proceedings that the said real estate or a portion thereof be sold and the proceeds thereof invested in some productive fund for the benefit of the parties to these proceedings as provided by Law.

FOURTEENTH: That your Complaintant, together with Norman E. Brice, Jr., Ann Ridout Brice, Elizabeth B. Morton and John Morton, II, have entered into a Contract of Sale with the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sale of 2.44 acres, a part of TRACT NO. 2, as hereinabove set forth. A part of that part of the aforesaid TRACT NO. 2, lying between the Ritchie Highway and Old Baltimore-Annapolis Blvd., for the sum of TEN THOUSAND ($10,000.00) DOLLARS. Said parcel of land being more particularly described as follows and as set forth in the aforesaid Contract filed herewith and marked "Complaintant's Exhibit No. 3".

"BEGINNING for the same at a point set on the East side of Governor Ritchie Highway (150 feet wide) at the intersection of said Highway with the southern line of the conveyance from R. T. Brice and Alice H., to Norman E. Brice by deed dated February 7, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 487 and running from said beginning point so fixed with the northeast side of the Governor Ritchie Highway North 24°

3

09' West 271.79 feet to a pipe set, said pipe being South 24° 14' 50" East 274.19 feet along the northeast side of said highway from a pipe found in the northernmost line of said conveyance; thence leaving said Highway running parallel to and 248 feet North of the above mentioned southern line due East 486.20 feet; thence crossing the East portion of Tract #2 referred to in a Will recorded in Liber H.S.C. 1, folio 412, due South 248 feet to a point in the above mentioned southern line; thence with said southern line due West 375 feet to the place of beginning. Containing 2.44 acres.

Being part of the East portion of the above mentioned Tract 2 which was part of the above mentioned conveyance from R. T. Brice to Norman E. Brice as surveyed by J. R. McCrone Jr. In., Registered Land Surveyors, in April, 1961."

TO THE END THEREFORE:

One: That the real estate mentioned in these proceedings and described in the Contract of Sale filed herewith and marked "Complaintant's Exhibit No. 3" be sold and the proceeds thereof be distributed and invested under the authority of this Court.

Two: That the Contract of Sale mentioned in these proceedings and filed as "Complaintant's Exhibit No. 3", may be ratified and confirmed.

Three: That your Orator may have such other and further relief as her case may require.

May it please your Honors to grant unto your Complaintant a writ of subpoena, directed to Norman E. Brice, Jr., Ann Ridout Brice, and Sally Ridout Brice, infant, residing at Waveland Farm, R. F. D. No. 4, Annapolis, Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And, may it please your Honors to grant unto your Complaintant an order of publication giving notice to Elizabeth B. Morton, John Morton, II, John Morton, III, and Nancy Brice Morton, Infants, of 7 Crescent Place, Allandale, New Jersey, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they may have, why a decree ought not to be passed as prayed.

AND, as in duty bound, etc.

Nancy B. Davis

R. Tilghman Brice, III, Solicitor for the Complaintant.

LIBER 143 PAGE 292

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STATE OF MARYLAND, Baltimore COUNTY, to-wit:

I HEREBY CERTIFY, That on this 25th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NANCY B. DAVIS, and she made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Estelle B. Spencer
NOTARY PUBLIC

5

8.25

LIBER 143 PAGE 264

FILED
MAR 29 1957
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

LAST WILL AND TESTAMENT

OF

NORMAN E. BRICE

I, NORMAN E. BRICE, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, and I hereby revoke any other Wills, codicils or other instruments of a testamentary nature heretofore made by me.

ITEM I

I direct my Executors to pay all my just debts, expenses of my last illness and my burial expenses; and the amount to be expended for such burial expenses shall be free of any limitation or restriction imposed by law.

ITEM II

I direct my Executors to pay from my residuary estate all Federal and State estate taxes which may be determined to be due and payable by reason of my death without requiring contribution from anyone who, in the absence of this exoneration would be liable for contribution to the payment of such taxes; also to pay from my residuary estate all inheritance taxes which may be assessed against the beneficiary of all devises and bequests passing outright or in trust under the provisions of this Will.

Norman E. Brice

ITEM III

I give, devise and bequeath all of my real estate wheresoever the same may be situate, together with the rents and profits accuring therefrom to my wife, Eleanor H. Brice, for the period of her natural life. I hereby authorize and empower my said wife to dispose of said real estate by her Last Will and Testament to such person or persons and in such proportions and in such manner, whether in trust or otherwise as she may direct and appoint by her Last Will and Testament. In default of such testamentary disposition or in the event my said wife should predecease me then I hereby

Complaints' Exh. #1

Complainants Ex. 1
14,674 Eq.

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dispose of my said real estate as follows:

(a) I give, devise and bequeath to my son, Norman E. Brice, Jr., absolutely that part of my real estate shown as Tract No. 1 and marked in red on a Plat entitled "Norman E. Brice, Waveland Farm" dated June 21, 1954 and revised February 21, 1956, together with the improvements thereon and with the right to use in common with others Waveland Road, Norman Road, Beach Road, as well as the pier and beach area as shown on the aforementioned plat. A copy of said Plat is attached to and made a part of this my Last Will and Testament. In the event my said son, Norman E. Brice, Jr., should not be then living then I give, devise and bequeath said Tract No. 1 to the children or descendants of my said son absolutely in equal shares per stirpes and not per capita.

(b) I give, devise and bequeath to my daughter, Nancy B. Davis, for the period of her natural life, Tract No. 2 as shown on said Plat and marked in orange, together with the improvements thereon and with the right to use in common with others Waveland Road, Norman Road, Beach Road, as well as the pier and beach area as shown on the aforementioned plat, together with the rents and profits accruing therefrom. The devise to my said daughter, Nancy B. Davis, shall include the right to use House No. 3 as shown on said Plat and to receive the rents and profits therefrom even though a part of said house lies in Tract No. 3 as shown on said Plat, but only so long as that portion of said house lying within the boundaries of Tract No. 3 shall remain standing.

Upon the death of my said daughter, Nancy B. Davis, I give, devise and bequeath Tract No. 2, together with the improvements thereon and with the right to use in common with others Waveland Road, Norman Road, Beach Road as well as the pier and beach area as shown on the aforementioned Plat and also with the right to use House No. 3 as shown on said Plat and to receive the rents and profits therefrom even though a part of said house lies in Tract No. 3 as shown on said Plat, but only so long as that portion of said house lying within the boundaries of Tract No. 3 shall remain standing,

Norman E. Brice

absolutely, in equal shares, to her children or descendants per stirpes and not per capita. In the event there are no then living children or descendants of my said daughter, Nancy B. Davis, then I hereby dispose of Tract No. 2 as follows:

> I give, devise and bequeath to my son, Norman E. Brice, Jr., or his children or descendants, absolutely, in equal shares per stirpes and not per capita:
>
> 1. All that part of said Tract No. 2 which lies west of the Ritchie Highway, east of the eastern boundary of Waveland Road, and north of the south boundary of Norman Road as shown on the aforementioned plat.
>
> 2. All that portion of said Tract No. 2 lying west of the eastern boundary of Waveland Road, east of the Severn River, and north of the dotted line shown on said plat, which said line runs parallel to the northern and southern boundaries of Tract No. 2 through a point set equi-distant between House No. 3 and House No. 4 as shown on said plat.
>
> 3. A one-half undivided interest in all that part of said Tract No. 2 which lies east of the Ritchie Highway.
>
> I give, devise and bequeath to my daughter, Elizabeth B. Morton, or her children or descendants, absolutely, in equal shares per stirpes and not per capita:
>
> 1. All that part of said Tract No. 2 which lies west of the Ritchie Highway, east of Waveland Road, and south of the south boundary of Norman Road as shown on the aforementioned plat.
>
> 2. All that portion of said Tract No. 2 lying west of Waveland Road, east of the Severn River, and south of the dotted line shown on said plat, which said line runs parallel to the northern and southern boundaries of Tract No. 2 through a point set equi-distant between House No. 3 and House No. 4 as shown on said plat.
>
> 3. A one-half undivided interest in all that part of said Tract No. 2 which lies east of the Ritchie Highway.

(c) I give, devise and bequeath to my daughter, Elizabeth B. Morton, Tract No. 3 as shown on said Plat marked in yellow, together with the right to use in common with others Waveland Road and Norman Road, Beach Road, as well as the pier and beach area as shown on the aforementioned Plat, subject, however, to the right in my said daughter, Nancy B. Davis, in her lifetime or in her children or descendants, as the devisee or devisees of Tract No. 2 as hereinbefore described to maintain House No. 3 as shown on

Norman E. Brice

said Plat, together with the rents and profits therefrom even though a portion of said house lies within the boundaries of Tract No. 2 so long as that portion of said house lying within the boundaries of Tract No. 3 shall remain standing. In the event my said daughter, Elizabeth B. Morton, should not be then living then I give, devise and bequeath said Tract No. 3 to the children or descendants of my said daughter, absolutely, in equal shares per stirpes and not per capita.

ITEM IV

All the rest, residue and remainder of my estate of whatsoever kind, nature and description and wheresoever the same may be situate, which I may own or be entitled to at the time of my death or over which I may have a general power of testamentary disposition, I give, devise and bequeath, absolutely, to my wife, Eleanor H. Brice. In the event my said wife should predecease me then I give, devise and bequeath said rest, residue and remainder, absolutely, and in equal shares to my children or their descendants per stirpes and not per capita.

ITEM V

I hereby nominate, constitute and appoint my said wife and my said son, Norman E. Brice, Jr., or the survivor to be Co-Executors of this my Last Will and Testament and I direct that they be excused from the necessity of giving bond. My said Executors shall have full power and authority, without application to the Orphans' Court, or any other court, to compromise any claims, either for or against my estate, and to sell, lease, mortgage, pledge, exchange and otherwise dispose of, conditionally or absolutely, all or any part of the real or personal property constituting my estate, and to assign, transfer, deliver and convey the same to any person or persons, without obligation on the part of such purchasers to see to the application of the purchase money, and generally to exercise full power and take all such steps and perform all such acts as may be necessary or proper in the management of my estate.

ITEM VI

The words "children" or "descendants" as used in the preceding paragraphs of this my Last Will and Testament shall not include children or descendants by adoption.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my seal this 31st day of July, 1956.

Norman E. Brice (SEAL)
Norman E. Brice

The foregoing instrument consisting of five pages, including this page, each page of which has been signed by the testator, was on the date hereof by the said Norman E. Brice, signed, sealed, published and declared to be his Last Will, in the presence of us, who at his request, and in his presence and in the presence of each other, have signed the same as witnesses thereto.

John S. Rowe L Residing at Annapolis, Maryland
James C. Morton, Jr. " " Annapolis, Md

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LIBER 143 PAGE 269

STATE OF MARYLAND

Anne Arundel County

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

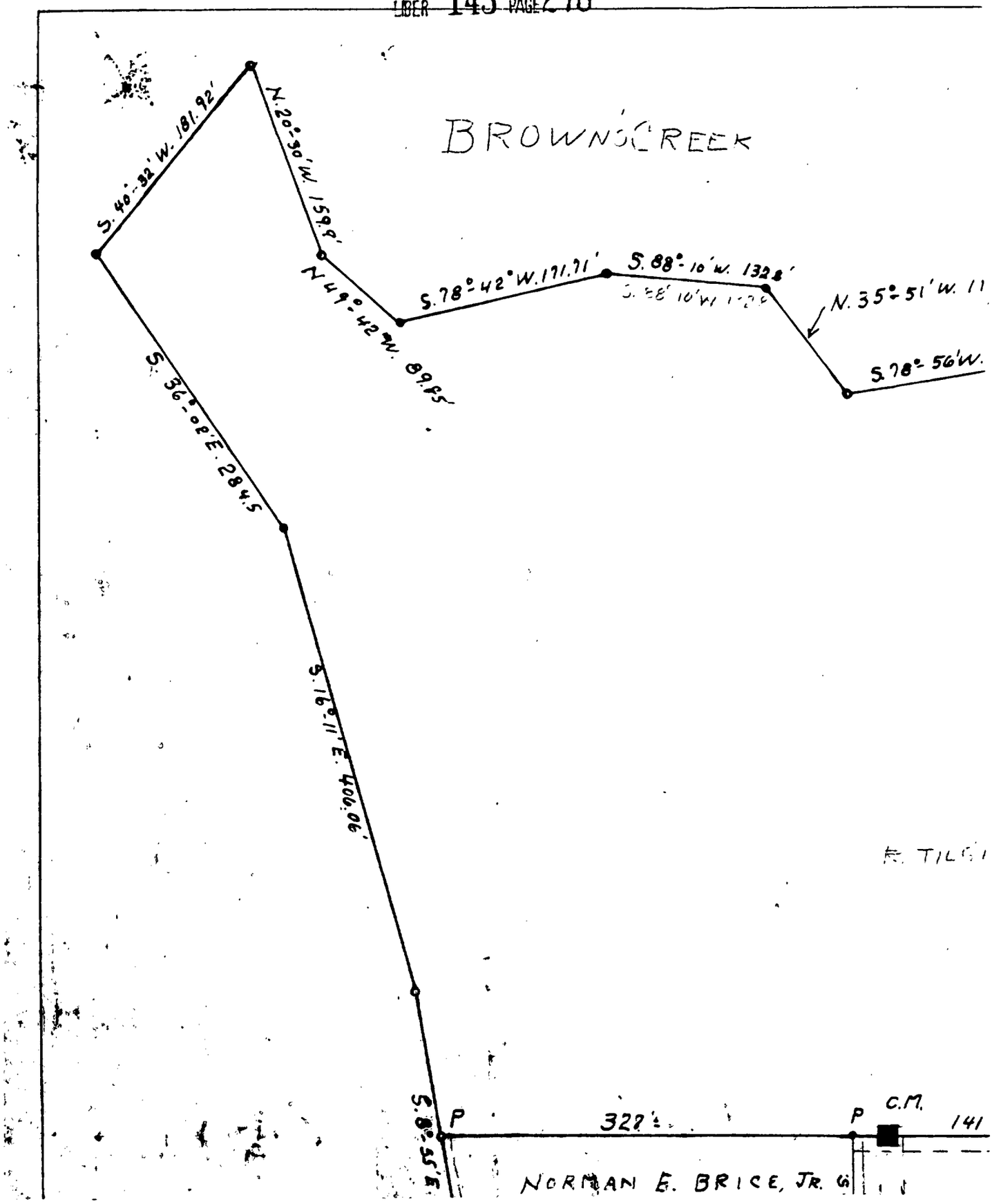
IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 30" *day of* October *in the year of our Lord, nineteen hundred and* ~~sixty~~ one

George M. Nutwell

Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY ORPHANS COURT

//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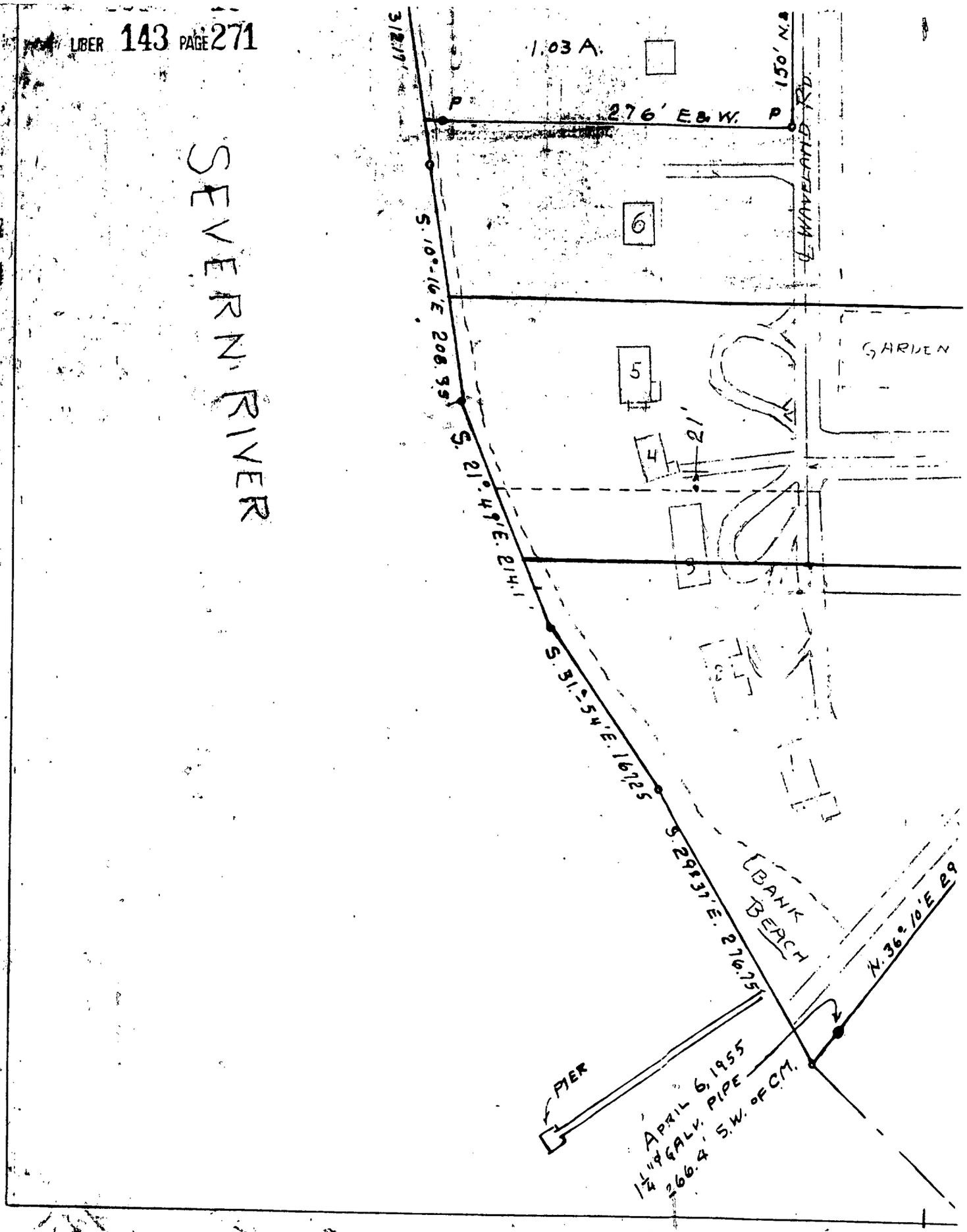
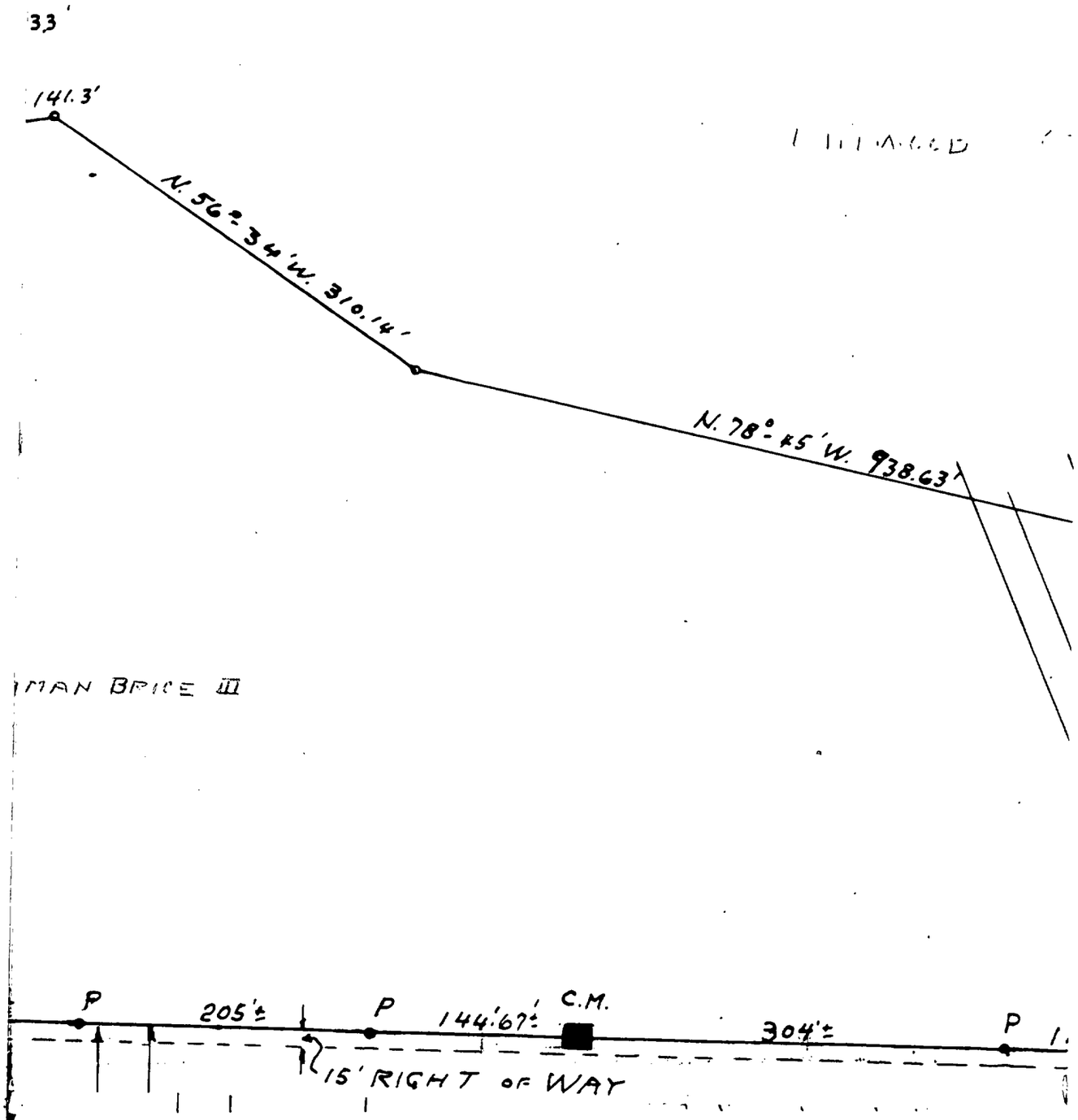
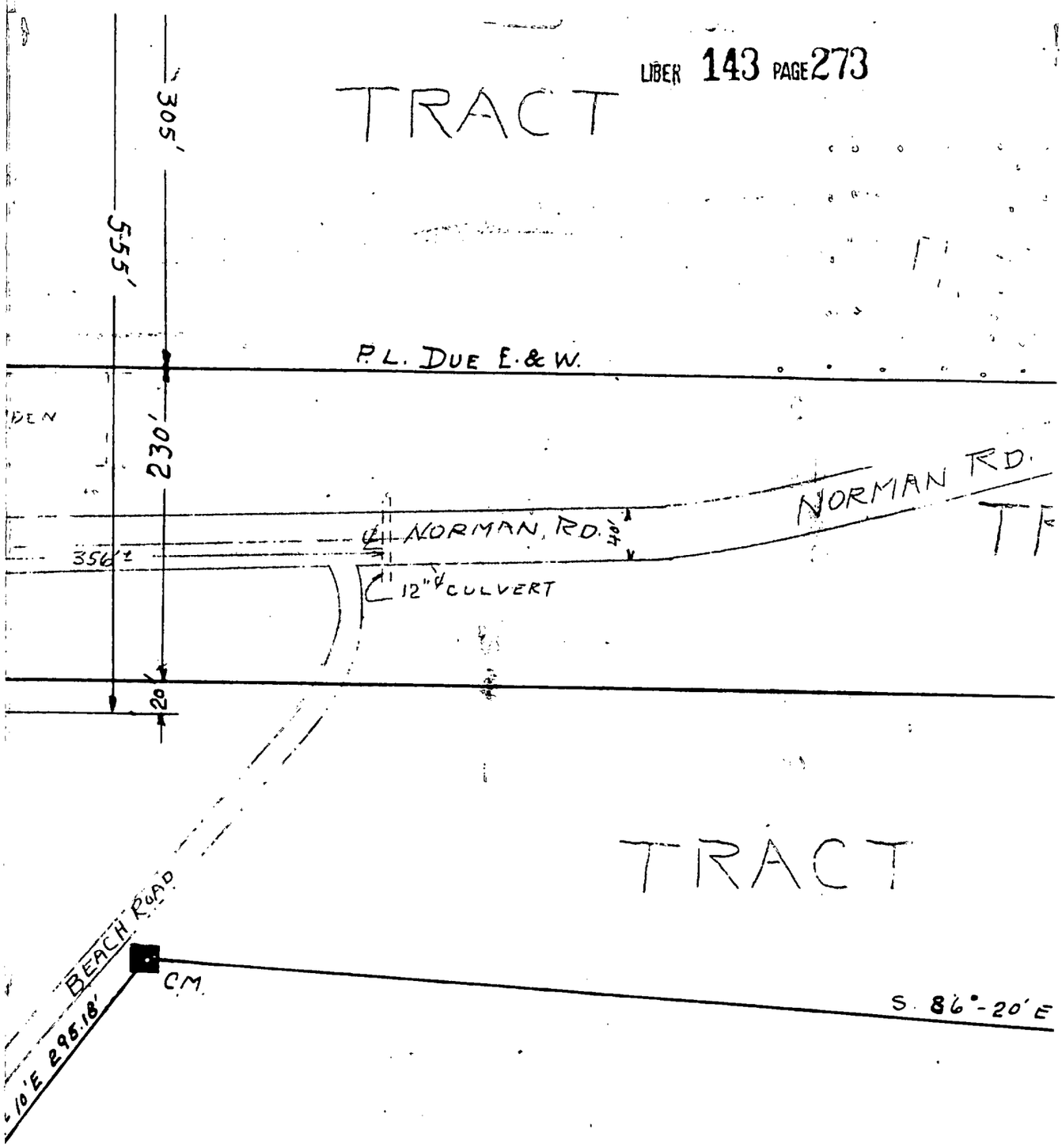
N 49°-42' W. 89.85'
S. 78°-42° W. 171.71'
S. 88°-10' W. 132.8'
N. 35°-51' W. 11
S. 78°-56' W.
S. 36°-08' E. 284.5
S. 16°-11' E. 406.06'
S. 8°-55' E
P
322'±
P
C.M.
141
NORMAN E. BRICE, JR. G

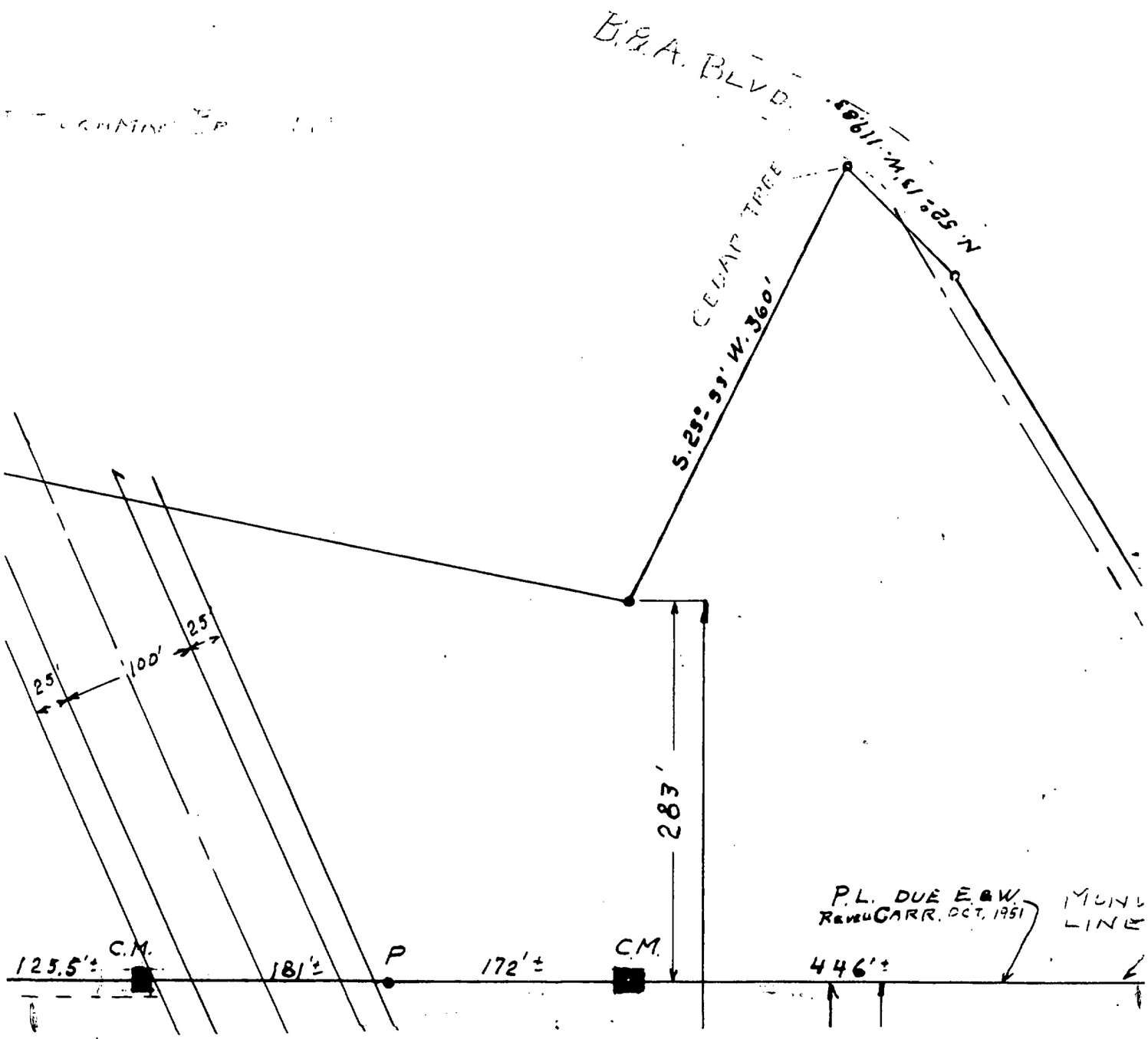

SEVERN RIVER
1.03 A.
312.17'
P
276' E.&W.
P
150' N.&
℄ WAVELAND RD.
6
5
4
3
21'
GARDEN
S. 10°-16' E. 208.35'
S. 21°-49' E. 214.1'
S. 31°-54' E. 167.25
S. 29°-37' E. 276.75
℄ BANK BEACH
N. 36°-10' E. 29
PIER
APRIL 6, 1955
1¼" ϕ GALV. PIPE
266.4' S.W. OF C.M.

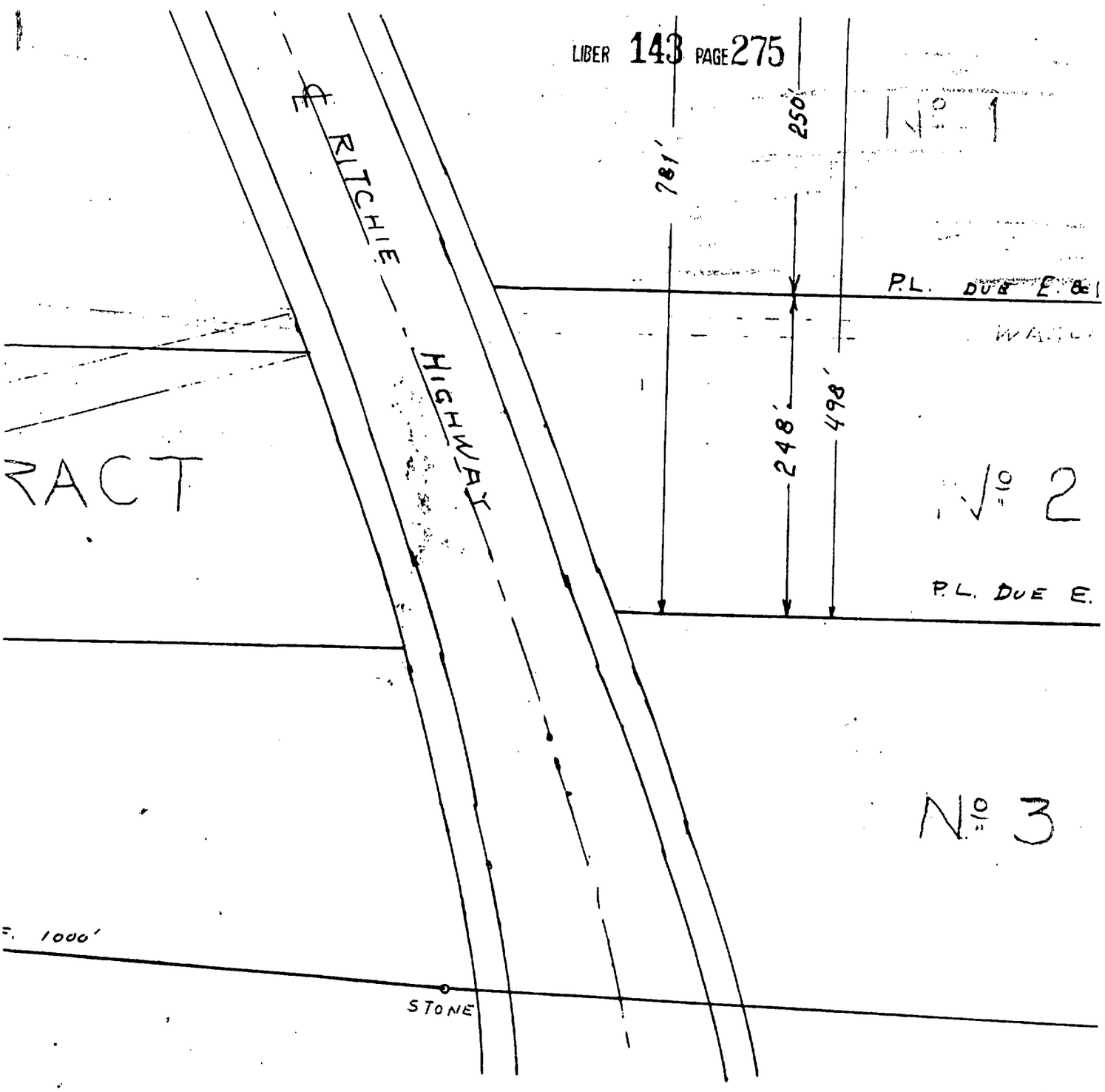

33'
141.3'
N. 56° 34' W. 310.14'
N. 78° 45' W. 938.63'
MAN BRICE III
P
205'±
P
144.67'±
C.M.
304'±
P
15' RIGHT OF WAY

LIBER 143 PAGE 273

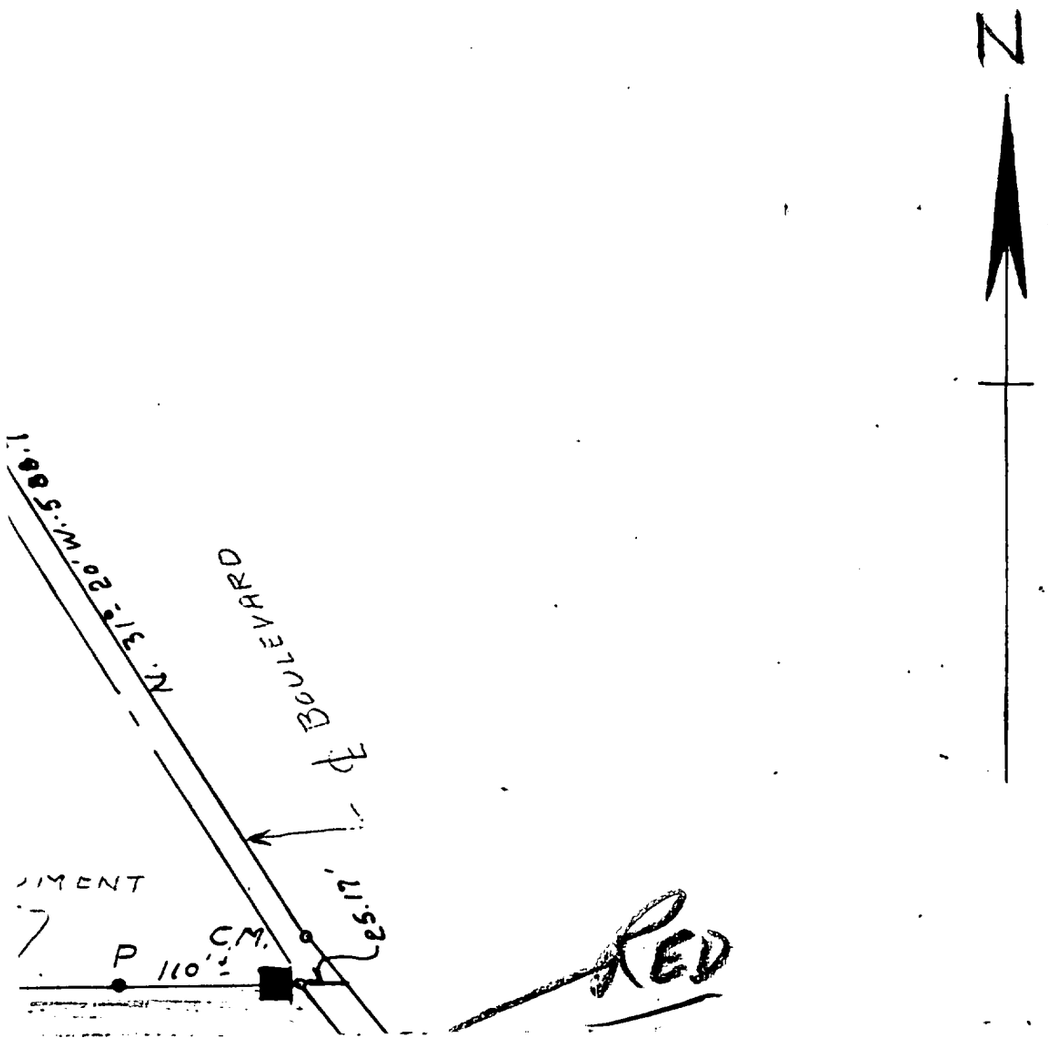


TRUE COPY TEST
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.





PENDENNIS MOUNT.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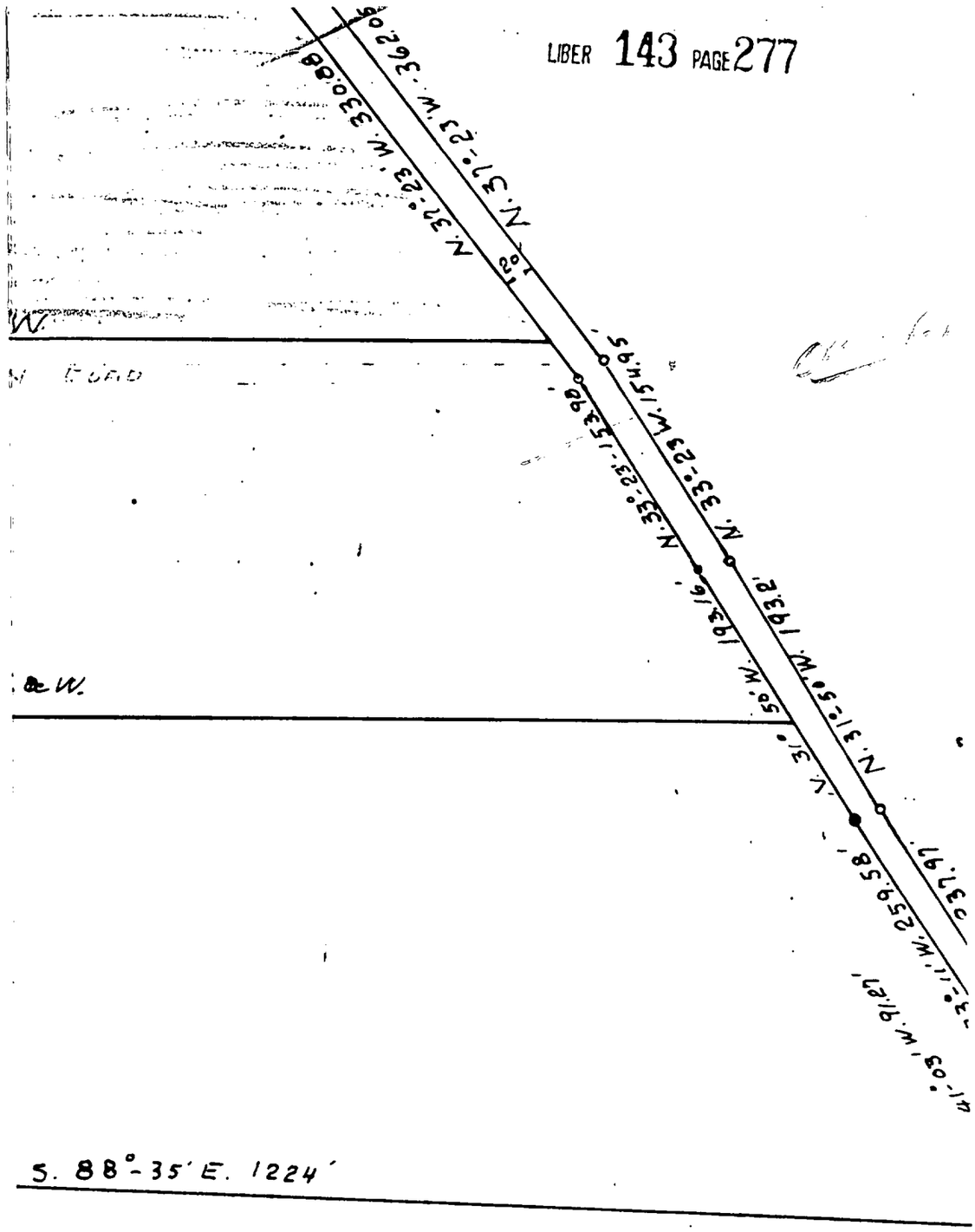
25.17'
C.M.
P
110'±
RED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N. 33°-23' W. 153.98
N. 31°-50' W. 193.2
N. 31°-50' W. 193.16
W. 41°-03' W. 91.27
S. 88°-35' E. 1224'

LIBER 143 PAGE 278

TRUE COPY TEST.

REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

NORMAN E. BRICE

WAVELAND FARM

JUNE 21, 1954

REVISED FEB. 21, 1956

o HUBS

P ● $\frac{1}{2}$"ø PIPES

C.M. ■ CONCRETE MONUMENT-HUBS

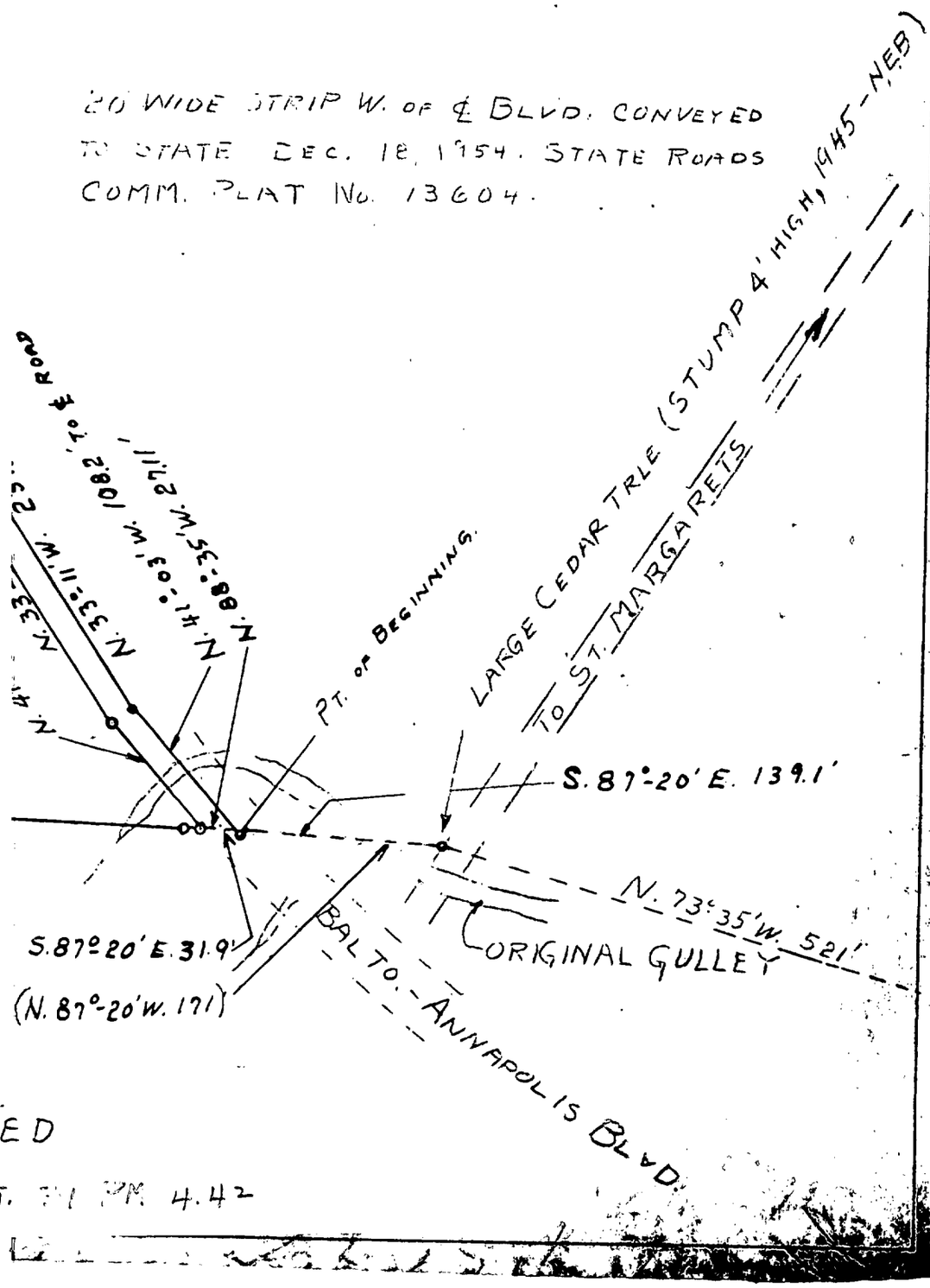
C.M. ■ CONCRETE MONUMENTS ON LINE

SCALE. 1" = 100'

LIBER 143 PAGE 279

DULL

20' WIDE STRIP W. OF ℄ BLVD. CONVEYED TO STATE DEC. 18, 1954. STATE ROADS COMM. PLAT No. 13604.



FILED

1961 OCT. 31 PM 4.42

JHR:KLS _ - 1/5 - 11/3/59

ESTATE OF NORMAN E. BRICE

Position of Estate and Beneficiaries Subsequent to the Second Administration Account.

Elizabeth	$914.62	$914.62
Norman	$914.62 plus $140.00	1,054.62
Nancy	$914.61 to be repaid in 2nd Account	914.61

Cash needed to file Second Account	$6,393.91	
Cash in bank	1.97	
Advances needed for 2nd Account	$6,391.94	
Cushion to keep Acct. open for final expenses	500.00	
Total advances needed at this time	$6,891.94	
		6,891.94
Total advances made to Estate		$9,775.79

Share to be borne by each beneficiary:

$$3\overline{)8,861.18}\ \ 2,953.73$$

Nancy	$2,953.72
Norman	2,953.73
Elizabeth	2,953.73

Additional Advances Cash to be made:

Norman	$4,852.83
Elizabeth	2,039.11
Total advances needed	$6,891.94

Advances made at the end of Second Acct.

Norman $914.62 plus $140.00 plus $4,852.83	$5,907.45
Elizabeth $914.62 plus $2,039.11	2,953.73
Total advances	$8,861.18
(Nancy -repaid)	(914.61)
	(9,775.79)

At this point, a portion of Nancy's land must be sold so as to net at least $2,953.72. Anything from the sale of her land over this, will be distributed to her alone, provided there are no additional expenses.

The above $2,953.72 left in the Estate as a result of this sale, will be paid to Norman, making his eventual contribution (5,907.45 - 2,953.72) $2,953.73, or the equal of Nancy and Elizabeth.

We are using a "cushion" of $500.00 in the above totals, so that, should the final expenses of the Estate run less, the balance will be distributed to Nancy, Elizabeth and Norman, equally, but should the $500.00 be insufficient, the three would then have to contribute equally.

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18 Complaint Exhibit #2. Complainant's Ex. No. 2
11/30/61.

LIBER 143 PAGE 281

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE executed in quadruplicate this 7th day of ~~April~~ July, 1961, by and between the WASHINGTON STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS (hereinafter known as the Vendee) and NANCY BRICE DAVIS, divorced; NORMAN E. BRICE, JR. and ANNE RIDEOUT BRICE, his wife; and ELIZABETH B. MORTON and JOHN MORTON, II, her husband (Hereinafter known as the Vendors) and JESSE L. ADAMS & CO., INC. (hereinafter known as the Agent);

WITNESSETH, That for and in consideration of a total sum of Ten Thousand Dollars ($10,000.00), receipt of Five Hundred Dollars ($500.00) of which is hereby acknowledged by Vendors as a down payment and credit toward the total purchase price, Vendee contracts and agrees to buy from Vendors and Vendors contract and agree to sell to Vendee, all those certain lots, pieces or parcels of real property, together with improvements thereon, situate in 3rd District Anne Arundel County, Maryland, and being part of the Norman E. Brice property on the east side of the Ritchie Highway near Pendennis Mount, described as follows:

> Beginning for the same at a point set on the East side of Governor Ritchie Highway (150 feet wide) at the intersection of said Highway with the southern line of the conveyance from R. T. Brice and Alice H. to Norman E. Brice by deed dated Feb. 7, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 23, folio 487 and running from said beginning point so fixed with the northeast side of the Governor Ritchie Highway North 24° 09' West 271.79 feet to a pipe set, said pipe being South 24° 14' 50" East 274.19 feet along the northeast side of said highway from a pipe found in the northernmost line of said conveyance; thence leaving said Highway running parallel to and 248 feet North of the above mentioned southern line due East 486.20 feet; thence crossing the East portion of Tract #2 referred to in a Will recorded in Liber H.S.C. 1, Page 412, due South 248 feet to a point in the above mentioned southern line; thence with said southern line due West 375 feet to the place of beginning. Containing 2.44 acres.
>
> Being part of the East portion of the above mentioned Tract 2 which was part of the above mentioned conveyance from R. T. Brice to Norman E. Brice as surveyed by J. R. McCrone, Jr. Inc. Registered Land Surveyors in April 1961.

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Complete Exhibit #3

Comp. Ex. No. 3
11/30/61

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TERMS OF SALE: Vendee agrees to pay an additional sum of Nine Thousand Five Hundred----------Dollars ($9,500.00----) at the time of settlement. The cash deposit of Five Hundred----------Dollars ($500.00-----), hereinabove acknowledged, shall be credited toward the total purchase price at the time of settlement.

IT IS FURTHER UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Vendors agree to convey the above property by Special Warranty Deed naming as grantee Milan D. Smith, President of the Washington Stake of the Church of Jesus Christ of Latter-Day Saints and his successors in office as such, or such other grantee as may be designated by the Vendee, title to be good of record and in fact free and clear of all encumbrances, liens, encroachments and indebtedness of any kind and all easements.

2. The Vendors agree ~~to furnish Vendee, within sixty (60) days of the execution of this contract, a policy of title insurance or certified abstract of title showing the Vendors as insured owners, and~~ at settlement to pay for the preparation of the deed of conveyance and to supply necessary state and Federal Revenue stamps at their expense.

3. ~~Vendors also agree to have made at their expense a survey establishing the boundaries of the property to be conveyed, together with location of permanent monuments, and within sixty (60) days of the execution of this agreement furnish a plat of said survey to the Vendee. The description to be used in said deed of conveyance shall accord with said survey.~~

4. It is understood and agreed that the use intended for said property by the Vendee, and the named grantee in the deed, is to be for religious and recreational purposes and that there is to be erected thereon a Church or other building suitable for religious worship. In the event there are any recorded

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covenants or other rights, rights of way, zoning or building restrictions which will interfere with the erection of a Church building upon the premises or in the event the erection of such building shall constitute a violation of existing zoning ordinances or regulations, this contract shall be of no force and effect and the Vendee shall be entitled to a return of its entire deposit without further obligation.

5. The examination of title and recording fees shall be paid by the Vendee.

6. All taxes, insurance, rents and interest shall be prorated between Vendor and Vendee as of the date of settlement.

7. The Vendee agrees to comply to the terms of sale herein within ninety (90) days from the date of acceptance by the Vendor, or as soon thereafter as title can be examined, and papers prepared, or the deposit will be forfeited, in which event one-half of said deposit shall be paid to Vendor and one-half returned paid to the Agent.

8. It is understood that the title is to be free and clear of all liens and indebtedness of every kind, expressly including water and sewer charges and liens, and that the property is to be suitable for the purpose hereinbefore stated. In the event that the examination of title of said property shall disclose that the title thereto is defective or that the property is unsuitable for the purpose intended, Vendor shall be required to correct the same promptly, by legal action if necessary, and to bear all expenses thereof, provided the defects or flaws in the title are of such character that they may be remedied or removed within a reasonable length of time, whereupon the time herein specified for settlement of this contract shall be extended for the period necessary for such perfection of the title; provided, that if the defect cannot be removed within a reasonable length of time, at the option of the Vendee, this contract may be cancelled and the Vendee shall be entitled to the return

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of its deposit. In the event title examination has not been completed within the time required for settlement hereof including the examination and approval of title by the General Real Estate Department of the Church of Jesus Christ of Latter-Day Saints in Salt Lake City, if the Vendee has promptly ordered the same, time for settlement shall be extended a reasonable time for the completion of the title examination.

9. It is understood that the property is not now subject to any existing tenancies and that possession is to be given Vendee at the date of settlement.

10. This agreement is subject to approval by the General Authorities of the Church of Jesus Christ of Latter-Day Saints in Salt Lake City. In the event it is disapproved by them and Vendors ~~XX~~ are/so advised in writing by Vendee within sixty (60) days of this agreement, Vendee shall be entitled to the return of its entire deposit, which shall be held by the Agent, pending settlement, and Vendee shall have no further obligations under this agreement. Vendee agrees to submit this contract for approval by the said General Authorities promptly upon its execution.

11. The Vendors agree~~s~~ to pay to the Agent cash for his services commission on the sale of the property at the rate of -----10% of any and all consideration received pursuant to this agreement by the Vendors.

12. It is understood that this sale is made subject to the ratification of the Circuit Court of Anne Arundel County and that Vendors shall petition and obtain such ratification at their own expense and without cost to Vendee, this contract to be null and void and Vendee shall be entitled to the return of its entire deposit in the event such ratification is not obtained within 60 days of written notification of Vendors of approval of this contract by the General Authorities of the said Church. Notice to Vendors for the purpose of this paragraph may be given to their attorney, R. Tilghman Brice, III, Annapolis, Maryland.

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13. The Vendors hereby grant Vendee or its agents or employees the privilege of entering the demised tract for the purpose of conducting, at their own expense, soil percolation tests for sewage, which tests shall be made prior to the settlement date herein provided, it being understood and agreed that if such tract should not satisfactorily meet the requirements for a septic tank suitable for a Church building to be erected thereon by Vendee, in the opinion of the responsible authority of Anne Arundel County, Maryland, then this contract shall become null and void and Vendee shall be entitled to the return of its entire deposit.

WITNESSETH, The following signatures and seals made this 7th day of ~~April~~ July, 1961.

WITNESSES:	VENDORS
M. King Lee, Jr.	Nancy Brice Davis (Seal)
R. Stephen Brice	Norman E. Brice, Jr. (Seal)
R. Stephen Brice	Anne Rideout Brice (Seal)
Marie T. Davala	Elizabeth B. Morton (Seal)
Marie T. Davala	John Morton, II (Seal)
	(Seal)
	(Seal)

WITNESS:

THE WASHINGTON STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

By: Milan D. Smith
Milan D. Smith, President

WITNESS:

Crystal J. von Pein

AGENT:

J. L. Adams
For: Jesse L. Adams & Co. Inc.

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NANCY BRICE DAVIS Apt. G2, 3706 N. Charles Street Baltimore 18, Maryland	:	IN THE CIRCUIT COURT FOR
Complaintant	:	ANNE ARUNDEL COUNTY
VS.	:	
NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant: Waveland Farm, R. F. D. #4 Annapolis, Maryland	:	
ELIZABETH B. MORTON, JOHN MORTON II, her: husband, NANCY BRICE MORTON, Infant 7 Crescent Place, Allendale, New Jersey: and JOHN MORTON III, Infant, 7 Crescent Place, Allendale, New Jersey : now attending Wyoming Seminary, Kingston, Pa.	:	
Defendant's	:	NO. 14,674 EQUITY

PETITION FOR PERSONAL SERVICE OF ORDER OF PUBLICATION

: : : : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Nancy B. Davis, the Complaintant in the above entitled case by R. Tilghman Brice, III, her solicitor respectfully shows:

1. That Elizabeth B. Morton, John Morton, II, Nancy Brice Morton, Infant and John Morton, III, Infant, are non-residents and must be served in this cause by an Order of Publication.

2. That an Order of Publication must be issued in this cause by the Clerk of the Court for Anne Arundel County.

3. That considerable time and expense could be saved if the Order of Publication were personally served on the said Elizabeth B. Morton, John Morton, II, Nancy Brice Morton and John Morton, III, in leiu of publication thereof in a newspaper in Anne Arundel County.

4. That Elizabeth B. Morton, John Morton II, and Nancy Brice Morton reside in Allendale, New Jersey, which is in the close proximity of Ramsey, New Jersey.

5. That John Morton, III, resides in Allendale, New Jersey but is at present attending, as a student, Wyoming Seminary, Kingston, Pa., which is in the close proximity of Wilkes-Barre, Pa.

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Therefore, your petitioner prays the Court to direct the Clerk of the Court to forward a copy of the Order of Publication be sent to Walter W. Weber, Jr., Esq., 1 Cherry Lane, Ramsey, New Jersey, a member of the Bar Association of the State of New Jersey, to be personally served by him on Elizabeth B. Morton, John Morton, II and Nancy Brice Morton, Infant and that a copy of the Order of Publication be sent to Albert H. Aston, Esq., 966 Miners National Bank Building, Wilkes-Barre, Pa. to be personally served by him on John Morton, III, one of the infant non-residents.

As in duty bound, etc.

R. Tilghman Brice, III, Solicitor for the Petitioner.

ORDER

UPON THE FOREGOING PETITION it is of this 1st day of November, 1961, by the Circuit Court for Anne Arundel County in Equity, ordered that a copy of the Order of Publication be sent to Walter W. Weber, Jr., Esq., 1 Cherry Lane, Ramsey, New Jersey, to be personally served by him on Elizabeth B. Morton, John Morton, II and Nancy Brice Morton, one of the infant defendant's in this cause, and it is further ordered that a copy of the Order of Publication be sent to Albert H. Aston, Esq., 966 Miners National Bank Building, Wilkes-Barre, Pa. to be personally served by him on John Morton, III, one of the infant defendant's in this cause.

JUDGE

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NANCY BRICE DAVIS
Apt. G2, 3706 N. Charles Street
Baltimore 18, Maryland

Complaintant

VS.

NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife and SALLY RIDOUT BRICE, Infant
Waveland Farm, R. F. D. #4
Annapolis, Maryland

ELIZABETH B. MORTON, JOHN MORTON II, her husband, NANCY BRICE MORTON, Infant
7 Crescent Place, Allendale, New Jersey
and JOHN MORTON III, Infant,
7 Crescent Place, Allendale, New Jersey,
now attending Wyoming Seminary,
Kingston, Pa.

Defendant's

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

NO 14674 EQUITY

: : : : : : : : : : :

ORDER OF PUBLICATION

The object of this suit is to have the Circuit Court for Anne Arundel County authorize and direct a private sale to the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sum of TEN THOUSAND ($10,000.00) Dollars, for 2.44 acres of land lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

"BEGINNING for the same at a point set on the East side of Governor Ritchie Highway (150 feet wide) at the intersection of said Highway with the southern line of the conveyance from R. T. Brice and Alice H., to Norman E. Brice by deed dated February 7, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 487 and running from said beginning point so fixed with the northeast side of the Governor Ritchie Highway North 24° 09' West 271.79 feet to a pipe set, said pipe being South 24° 14' 50" East 274.19 feet along the northeast side of said highway from a pipe found in the northernmost line of said conveyance; thence leaving said Highway running parallel to and 248 feet North of the above mentioned southern line due East 486.20 feet; thence crossing the East portion of Tract #2 referred to in a Will recorded in Liber H.S.C. 1, folio 412, due South 248 feet to a point in the above mentioned southern line; thence with said southern line due West 375 feet to the place of beginning. Containing 2.44 acres.

BEING part of the East portion of the above mentioned Tract #2 which

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was part of the above mentioned conveyance from R. T. Brice to Norman E. Brice as surveyed by J. R. McCrone Jr. Inc., Registered Land Surveyors, in April, 1961.

The Bill of Complaint alleges that Norman E. Brice died seized and possessed of a large tract of land in the Third Election District of Anne Arundel County, known as "Waveland Farm". That under the Last Will and Testament of Norman E. Brice, (a certified copy thereof filed with the Bill of Complaint and marked Complaintant's Exhibit No. I), he devised the northernmost portion thereof to Norman E. Brice, Jr., the southernmost portion thereof to Elizabeth B. Morton and the center portion thereof to Nancy B. Davis, for life, with remainder to her children, and in the event said Nancy B. Davis died without children, then to Norman E. Brice, Jr., or his children or descendants and Elizabeth B. Morton or her children or descendants.

That the Complaintant, Nancy B. Davis is unmarried and has no children.

That Norman E. Brice, Jr. is married to Ann Ridout Brice and have one child, Sally Ridout Brice, Age 9 years.

That Elizabeth B. Morton is married to John Morton, II, and have two children, John Morton, III, Age 17 years and Nancy Brice Morton, Age 13 years.

That the Ritchie Highway severs the tract of land known as "Waveland Farm" leaving one portion thereof between the Ritchie Highway and Old Baltimore-Annapolis Blvd., and one portion thereof between the Ritchie Highway and the Severn River.

That the portion of the tract lying between the Ritchie Highway and Old Baltimore-Annapolis Blvd. in which Nancy B. Davis holds a life estate, consists of approximately 4.8 acres, is unimproved and produces no income.

That because of the small amount of personal property in the Estate of Norman E. Brice, it was necessary for Nancy B. Davis to borrow from her brother Norman E. Brice, Jr., the sum of TWO THOUSAND, NINE HUNDRED FIFTY THREE and 73/100 ($2,953.73) DOLLARS, to pay estate and inheritance taxes. (a memorandum showing the position of the estate of Norman E. Brice and Beneficiaries subsequent to the 2nd Administration account filed with Bill of Complaint and marked Complaintant's Exhibit No. 2)

That Nancy B. Davis has no funds with which to pay the aforesaid debt to her brother other than by the sale of some of the real estate in which your Complaintant holds a life estate.

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That it would be to the best interest and advantage to all of the parties to these proceedings that the said real estate or portion thereof be sold and the proceeds thereof invested in some productive fund for the benefit of the parties to these proceedings as provided by Law.

That Nancy B. Davis, Norman E. Brice, Jr., Ann Ridout Brice, Elizabeth B. Morton and John Morton, II, have entered into a Contract of Sale with the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sale of 2.44 acres for the sum of TEN THOUSAND ($10,000.00) DOLLARS. The same being a part of the property in which Nancy B. Davis holds a life estate, lying between the Ritchie Highway and Old Baltimore-Annapolis Blvd. (a copy of said Contract being filed with the Bill of Complaint and marked Complaintant's Exhibit No. 3)

That the Bill of Complaint prays that the Court pass a decree for the sale of the aforementioned 2.44 acre parcel of land and that the proceeds thereof be distributed and invested under the authority of the Court.

That the Contract of Sale mentioned in the Proceedings and filed as Complaintant's Exhibit No. 3 may be ratified and confirmed and that the Complaintant may have such other and further relief as her case may require.

IT IS THEREFORE, this 1st day of November, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Complaintant, by causing a copy of this Order of Publication to be inserted in some local paper publishing in Anne Arundel County, once each week, for four successive weeks before the 4th day of December, 1961, giving notice to the non-resident respondents, Elizabeth B. Morton, John Morton, II, John Morton, III and Nancy Brice Morton, of the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 5th day of January, 1962, to show cause, if any they may have why a decree should not be granted as prayed herein; PROVIDED HOWEVER, another mode of service may be that a copy of this Order may be personally served on such respondent one month before the day fixed for his appearance, which day herein fixed for their said appearance is the 5th day of January 1962

George T. Cromwell

George T. Cromwell, Clerk
Circuit Court, Anne Arundel County

LIBER 143 PAGE 291

NANCY BRICE DAVIS Apt. G2, 3706 N. Charles Street Baltimore 18, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Complaintant	:	
VS.	:	
NORMAN E. BRICE, JR., ANN RIDOUT BRICE his wife, and SALLY RIDOUT BRICE, Infant Waveland Farm, R. F. D. #4, Annapolis, Md.	:	
ELIZABETH B. MORTON, JOHN MORTON II, her husband, NANCY BRICE MORTON, Infant 7 Crescent Place, Allendale, New Jersey: and JOHN MORTON, III, Infant 7 Crescent Place, Allendale, New Jersey: now attending Wyoming Seminary, Kingston, Pa.	:	NO. 14674 EQUITY
Defendants	:	

: : : : : : : : : : :

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT,

Elizabeth B. Morton and John Morton, II, two of the defendants in the above entitled case, in answer to the Bill of Complaint heretofore filed, says:

That they admit all of the allegations contained in the Bill of Complaint and consent to the private sale of the 2.44 acre parcel of land described in the Bill of Complaint to the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sum of TEN THOUSAND ($10,000.00) DOLLARS, the proceeds thereof to be distributed and invested under the authority of the Circuit Court of Anne Arundel County.

And, as in duty bound, etc.

Elizabeth B. Morton

Elizabeth B. Morton

John Morton II

John Morton, II

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LIBER 143 PAGE 292

NANCY BRICE DAVIS Apt. G2, 3706 N. Charles Street Baltimore 18, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
Complaintant	:	ANNE ARUNDEL COUNTY
VS.	:	
NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant Waveland Farm, R. F. D. #4 Annapolis, Md.	:	
ELIZABETH B. MORTON, JOHN MORTON II, her husband, NANCY BRICE MORTON, Infant, 7 Creseent Place, Allendale, New Jersey and JOHN MORTON III, Infant 7 Crescent Place, Allendale, New Jersey, now attending Wyoming Seminary, Kingston, Pa.	:	
Defendant's	:	NO. 14,674 EQUITY

: : : : : : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ANSWER FOR INFANT DEFENDENTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Complaintant by R. Tilghman Brice, III, her solicitor, respectfully represents:

1. That the infant defendants, Sally Ridout Brice, Nancy Brice Morton and John Morton, III, have all been duly returned summoned, but being minors, cannot answer and defend this suit for themselves.

Your petitioner therefore prays the Court to appoint a guardian ad litem to answer for said infants.

As in duty bound, etc.

R. Tilghman Brice, III, Solicitor
for the Complaintant

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

I HEREBY CERTIFY, that on this 16 day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above named R. TILGHMAN BRICE, III, Attorney, and made affirmation in due form of law that the matter and things set

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forth in the aforegoing Petition are true to the best of his knowledge and belief.

Eleanor H. Cummings
Chief Deputy Clerk ~~Notary Public~~ Circuit Court

ORDER

ORDERED, this 17th day of November, 1961, by the Circuit Court of Anne Arundel County, upon the foregoing petition and affidavit, that Julian B. Stevens be, and he is hereby appointed guardian ad litem to appear and answer for Sally Ridout Brice, Nancy Brice Morton and John Morton, III, the infant defendents in the above entitled case.

Matthew S. Evans
Judge

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NANCY BRICE DAVIS Apt. G2, 3706 N. Charles Street Baltimore 18, Maryland	:	IN THE CIRCUIT COURT FOR
Complaintant	:	ANNE ARUNDEL COUNTY
VS.	:	
NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant Waveland Farm, R. F. D. #4 Annapolis, Md.	:	
ELIZABETH B. MORTON, JOHN MORTON, II: her husband, NANCY BRICE MORTON Infant, 7 Crescent Place, Allendale, New Jersey and JOHN MORTON, III, Infant 7 Crescent Place, Allendale, New Jersey, now attending Wyoming Seminary, Kingston, Pa.	:	
Defendents	:	No. 14,674 EQUITY

: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answers of Sally Ridout Brice, Nancy Brice Morton and John Morton, III, by Julian B. Stevens, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Nancy Brice Davis against them in this Court respectfully shows.

These defendents being infants cannot admit any of the matters and things in said bill of complaint alleged, and submits their rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Julian B. Stevens, Jr.
Guardian Ad Litem

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NANCY BRICE DAVIS Apt. Ga, 3706 N. Charles Street Baltimore 18, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
Complaintant	:	ANNE ARUNDEL COUNTY
VS.	:	
NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant Waveland Farm, R. F. D. #4 Annapolis, Md.	:	
ELIZABETH B. MORTON, JOHN MORTON II, her husband, NANCY BRICE MORTON, Infant 7 Crescent Place, Allendale, New Jersey: and JOHN MORTON, III, Infant 7 Crescent Place, Allendale, New Jersey: now attending Wyoming Seminary, Kingston, Pa.	:	
Defendants	:	NO. 14674 EQUITY

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

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT,

Norman E. Brice, Jr. and Ann Ridout Brice, two of the defendants in the above entitled case, in answer to the Bill of Complaint heretofore filed, says:

That they admit all of the allegations contained in the Bill of Complaint and consent to the private sale of the 2.44 acre parcel of land described in the Bill of Complaint to the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sum of TEN THOUSAND ($10,000.00) DOLLARS, the proceeds thereof to be distributed and invested under the authority of the Circuit Court of Anne Arundel County.

A nd, as in duty bound, etc.

Norman E. Brice

Norman E. Brice, Jr.

Ann Ridout Brice

Ann Ridout Brice

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14674 Encl. Complaint [illegible]

THIS DEED, made this 7th day of February in the year 1921- by R. Tilghman Brice and Alice H. Brice his wife of the first part of Anne Arundel County, Maryland, and Norman E. Brice of the second part of _____.

WITNESSETH ;- WHEREAS, the said R. Tilghman Brice and Norman E. Brice are now owners as tenants in common of a tract of land situate in the Third Election District of Anne Arundel County, Maryland on the Severn River known as Waveland it being the same property which was conveyed to them by James M. Munroe Trustee by deed dated the 28th day of May, 1920- and recorded in the Land Records of Anne Arundel County in Liber W. N. W. No. 32 folio 10 &c, which said tract of land the said R. Tilghman Brice and Norman E. Brice, have caused to be surveyed and laid off into three parcels one parcel of which they desire to retain in their joint ownership as tenants in common, and the other two parts of which they desire to convey each to the other so, that each of the parties hereto the said R Tilghman Brice and the said Norman E. Brice will hold in severalty the one portion thereof as aforesaid.

NOW THEREFORE IN CONSIDERATION OF THE GRANT to the said R Tilghman Brice by the said Norman E. Brice of 26.25 acres of said land by deed of even date herewith and therein particulalrly described the said R. Tilghman Brice and Alice H. Brice his wife, do by these presents grant and convey unto the said Norman E. Brice, his heirs and assigns in fee simple, the following portion of said tract of land known as Waveland and described in a survey thereof made by W. C. Munroe, Civil Engineer on the 12th of February 1921- viz-

BEGINNING for the same at a point due south 781 feet from the end of the south 25° 53' West 360 feet line of the entire tract of land consisting of 69.583 acres as conveyed by James M. Munroe, Trustee to R. Tilghman Brice and Norman E. Brice, May 28-1920- and recorded in full, together with a plat of the said land among the Land Records of Anne Arundel County in Liber W. N. W. No. 32 folio 10&c, and running from thence for the south boundary of this conveyance due west to intersect the outlines of the said whole tract on the shore line of the Severn River and due east from the said beginning to the Baltimore and Annapolis Boulevard and to intersect the outlines of the said whole tract, thence for the northern boundary of this conveyance by a line parallel to the southern boundary and running due east and west being 498 feet due north from the said southern boundary and bounding on the line of a conveyenac to R. Tilghman Brice intended to be recorded about this date from the said Baltimore and Annapolis Boulevard where the said line intersects the outlines of the said entire tract to the shore line of the Severn River where the said line again intersects the outlines of the said entire tract, containing 26.25 acres of land more or less.

TOGETHER WITH the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to said Norman E. Brice his heirs and assigns in fee simple forever,

WITNESS THE HANDS AND SEALS OF THE PARTIES OF THE FIRST PART.

Test;- R. Tilghman Brice-(seal)

Ethel T. Jickling. Alice H. Brice-(seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS;-

I hereby certify that on this 7th day of February in the year 1921-before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named R. Tilghman Brice and Alice H. Brice, his wife, and acknowledged the aforegoing Deed

LIBER 143 PAGE 29

(Notary Seal)

Ethel T. Sickling
Notary Public

Recorded 8 March 2 P. M. 1921-

T

THIS DEED, made this 28th day of February in the year 1921- by Norman E. Brice and Eleanor H. Brice his wife, of the City of Brooklyn, State of New York, of the first part and R. Tilghman Brice, of Anne Arundel County, State of Maryland, of the second part.

WITNESSETH; WHEREAS the said R. Tilghman Brice, and Norman E. Brice are now owners as tenants in common of a tract of land situate in the Third Election District of Anne Arundel County, Maryland on the Severn River, known as Waveland, it being the same property which was conveyed to them by James M. Munroe, Trustee by deed dated the 28th day of May, 1920-and recorded in the Land Records of Anne Arundel County in Liber W. N.W No. 32 folio 10 &c, which said tract of land the said R. Tilghman Brice and Norman E. Brice have caused to be surveyed and laid off into three parcels one part of which they desire to retain in their joint ownership, as tenants in common, and the other two parts of which they desire to convey each to other so that each of the parties hereto, the said R. Tilghman Brice and the said Norman E. Brice will hold in severalty the one portion thereof as aforesaid.

NOW THEREFORE in consideration of the grant to the said Norman E. Brice, by the said R. Tilghman Brice of 26.25 acres of said land by deed of even date herewith and therein particularly described, the said Norman E. Brice and Eleanor H. Brice his wife do by these presents grant and convey unto the said R. Tilghman Brice, his heirs and assigns in fee simple the following portion of said tract of land known as Waveland and described in a survey thereof made by W. C. Munroe, Civil Engineer on the 12th of February 1921 vis-

BEGINNING for the same at a point due south 283 feet from the end of the south 25° 53' West 360 feet line of the entire tract consisting of 69.583 acres, as conveyed by James M. Munroe, Trustee to R. Tilghman Brice and Norman E. Brice, by deed of May 28-1920 and recorded in full together with a plat of said land among the Land Records of Anne Arundel County in Liber W. N. W. No. 32 folio 10&c, and running from the said beginning due west to the shore of the Severn River and to intersect the outlines of the said whole tract and due east from the said beginning to the Baltimore and Annapolis Boulevard, so as to intersect the outlines of said entire tract, containing 26.25 acres of land, more or less.

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

TO HAVE AND TO HOLD the above described property unto the said R. Tilghman Brice his heirs and assigns in fee simple forever.

WITNESS THE HANDS AND SEALS OF THE PARTIES OF THE FIRST PART.

Test;- Norman E. Brice-(seal)

W. M. Thayer. Eleanor H. Brice-(seal)

STATE OF NEW YORK COUNTY OF KINGS _____.

I hereby certify that on this 28th day of Frbsuary in the year 1921- before me the subscriber a Notary Public of the State of New York in and for Kings County personally appeared the above named Norman E. Brice and Eleanor H. Brice, his wife and acknowledged the aforegoing Deed to be their act.

WITNESS MY HAND AND SEAL NOTARIAL.

Ex. and delivered to R.T. Brice 18 May 1921

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber W.N.W. No. 23 folio 487 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this day of 28th A. D., 196 1

George J. Cromwell
Clerk of the Circuit Court for Anne Arundel County

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(INT. REV. STAMP $2.50) (MD. ST. STAMP $2.50)

THIS DEED, Made this Fourteenth day of June in the year nineteen hundred and forty, by ALICE H. BRICE, Widow, R. TILGHMAN BRICE III, and MARY MARSHALL BRICE, his wife, all of Anne Arundel County, State of Maryland, of the first part, and NORMAN E. BRICE, of Millburn, State of New Jersey, of the second part.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said Alice H. Brice, Widow, and R. Tilghman Brice, III, and Mary Marshall Brice, his wife, parties of the first part hereto, have bargained and sold and by these presents do grant and convey unto the said party of the second part, Norman E. Brice, his heirs and assigns forever, in fee simple, all their one-half undivided interest in and to all that piece or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and being a part of a tract of land known as "Waveland," and described as follows:

ALL that piece or parcel of land, being a part of the tract of land conveyed by James M. Munroe, Trustee, to Norman E. Brice and R. Tilghman Brice, by Deed dated May 24, 1920, and

X Add to R. Tilghman Brice Sept. 13, 1940.

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Recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 32, folio 10, said parcel of land hereby intended to be conveyed being bounded on the North by the parcel of land conveyed by R. Tilghman Brice and Alice H. Brice, his wife, to Norman E. Brice by Deed dated the 7th day of February, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 23, folio 487; on the East by the center line of the old Baltimore and Annapolis Boulevard; on the South by a tract of land known as "Pendennis Mount", more particularly described in a Deed from R. Tilghman Brice, et al, to Charles F. Lee, et al, dated the 20th day of April, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 31, folio 300; and on the West by the Severn River.

Being a part of the same property conveyed as aforesaid by James M. Munroe, Trustee, to Norman E. Brice, and R. Tilghman Brice, by Deed dated the 24th day of May, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 32, folio 10; the said R. Tilghman Brice having departed this life on or about the 15th day of October, 1925, testate, and by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Wills Liber O.B. D. No. 3, folio 586, he devised the aforesaid property and other property to his widow, Alice H. Brice, for life, with the remainder to R. Tilghman Brice III.

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.

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 Norman E. Brice, his heirs and assigns forever, 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 hands and seals of the parties of the first part.

WITNESSES: ALICE H. BRICE (SEAL)

BEATRICE A. VELENOVSKY R. TILGHMAN BRICE III (SEAL)

BEATRICE A. VELENOVSKY MARY MARSHALL BRICE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of June in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALICE H. BRICE, Widow, R. TILGHMAN BRICE, III, and MARY MARSHALL BRICE his wife, and they acknowledged the foregoing Deed to be their act and deed.

As Witness my hand and Notarial seal.

(NOTARIAL SEAL) BEATRICE A. VELENOVSKY

NOTARY PUBLIC

Recorded- 16th-July-1940-at-9-A.M.

LIBER 143 PAGE 301

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H., No. 218, folio 335, one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28th day of DECEMBER A. D., 1961.

George I. Cromwell, Jr.
Clerk of the Circuit Court for Anne Arundel County

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LIBER 143 [illegible]

$15.00 Rec. Stamp

This Deed made this 24th day of May in the year 1920, by James M. Munroe, Trustee, of Annapolis Maryland.

Witnesseth:- Whereas by the decree of the Circuit Court for Anne Arundel County sitting in Equity passed on the 18th day of March in the year 1920, in a case in said Court depending wherein Norman E. Brice is Plaintiff, and R. Tilghman Brice, Ethel Brice Lemmel and Mary E. Brice are Defendants, the said James M. Munroe was appointed Trustee with Authority to sell the real estate in the said proceedings mentioned, and

Whereas the said James M. Munroe having given bond with surety duly approved, did in execution of the authority vested in him by the decree sell the said property at private sale at and for the sum of fifteen thousand dollars ($15,000.00) to the said Norman E. Brice and R. Tilghman Brice who have fully paid the purchase money for the said property, and

Whereas the said sale has been duly

Examined deliv to R. Tilghman Brice Aug 20. 1920

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reported to and ratified by said Circuit Court for Anne Arundel County sitting in Equity, and the purchasers are now entitled to receive a deed for the said property, all of which will appear by reference to the proceedings in the aforesaid Equity Case, No. 4429, in said Court.

Now therefore in consideration of the premises the said James M. Munroe, Trustee, doth by these presents grant unto the said R. Tilghman Bruce and Norman E. Bruce, as tenants in common thereof, all the right, title, interest and estate of all the parties to the aforesaid cause, and of all parties claiming by, from or under them or either of them, in and to all that part of a tract of land, situate in the Third Election District of Anne Arundel County on Severn River, known as "Waverland", consisting of 72.49 acres of land, more or less, being the remainder of the tract of 106.34 acres of land, of which 33.85 was heretofore sold and conveyed by the heirs of R. Tilghman Bruce, Sr. to R. F. Dull in September 1915, and which said land hereby conveyed is described as follows in a survey thereof made by Walter S. Munroe, Civil Engineer in May 1920, and laid down on the plat thereof hereunto filed and made a part of this deed.

Beginning for the same at a point in the center of the Baltimore and Annapolis Boulevard distant north 87° 20' west 139.1 feet from a large cedar tree, now standing on the northeast side of the said Boulevard, and on the southeast side of the County Road leading to St. Margaretts, the said cedar tree being the beginning of a tract of land conveyed by Mary E. Bruce to R. F. Dull in September 29, 1915, it being also at the end of the north 73° 35' west 521 foot line of a conveyance from the heirs of R. T. Bruce to Charles F. Lee, et al. dated May 6, 1920, and running from the said point of beginning and following the center of the said Boulevard: north 41° 3' west 108.2 feet; north 33° 11' west 237.97 feet; north 31° 50' west 19[illegible].2 feet; north [illegible] 23' [illegible] north 37° 23' [illegible] 12.5 [illegible] 588.7 [illegible]

a local cedar tree standing on the southwest side of the said Boulevard, thence leaving the said Boulevard and running south 25° 53' west 360 feet; north 78° 45' west 938.63 feet to a locust post; north 56° 34' west 310.14 feet to the head of a pond, thence with the south shore line of said pond south 78° 56' west 141.3 feet; north 35° 51' west 113.3 feet; north 88° 10' west 132.8 feet; south 78° 42' west 171.71 feet; north 49° 42' west 89.85 feet; north 20° 30' west 159.9 feet, to the south side of the outlet to the aforementioned pond; thence south 40° 32' west 181.92 feet to the shore line of the Severn River; thence following the said line south 36° 2' east 284.5 feet; south 16° 11' east 406.06 feet; south 8° 55' east 312.17 feet; south 10° 16' east 208.35 feet; south 21° 49' east 214.10 feet; south 31° 54' east 167.25 feet; south 29° 37' east 276.75 feet; thence leaving the shore line of the said Severn River and running with the lines of the aforementioned conveyance from the heirs of R. Tilghman Brice to Charles F. Lee, et al. reversed north 36° 10' east 295.18 feet; south 86° 20' east 1000 feet; south 88° 35' east 1224 feet to a stake on the southwest side of the said boulevard; thence south 87° 20' east 39.9 feet to the point of beginning, containing 69.58/3 acres of land, more or less, (exclusive) of the said Boulevard.

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

To have and to hold the above described property unto and to the said Norman E. Brice and R. Tilghman Brice, as tenants in common thereof.

Witness the hand and seal of the party of the first part.

Test
Ethel P. Jackling

James M. Munroe (Seal)
Trustee

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 24th day of May in the year 1920 before me the subb-

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scriber a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the above named James M. Murray, Trustee, as aforesaid, and acknowledged the aforegoing deed to be his act.

Witness my hand and seal Notarial

Ethel T. Jickling

Notary Public

Notary Seal

Recorded May 29. 1930.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Photo. Copy of Deed is truly taken and copied from Liber WNW No. 32 folio 10 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28th day of December A. D., 1961.

George T. Cromwell

Clerk of the Circuit Court for Anne Arundel County

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LAST WILL AND TESTAMENT

OF

ELEANOR H. BRICE

LIBER 143 PAGE 306

I, ELEANOR H. BRICE, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, and I hereby revoke any other Wills, codicils or other instruments of a testamentary nature heretofore made by me.

ITEM I

I direct my Executors to pay all my just debts, expenses of my last illness and my burial expenses and the cost of the erection of a suitable marker at my grave, and the amount to be expended for such burial expenses shall be free of any limitation or restriction imposed by law.

Equity #14674
Complaint & Filing #4

ITEM II

I direct my Executors to pay from my residuary estate all Federal and State estate taxes which may be determined to be due and payable by reason of my death without requiring contribution from anyone who, in the absence of this exoneration would be liable for contribution to the payment of such taxes; also to pay from my residuary estate all inheritance taxes which may be assessed against the beneficiary of all devises and bequests passing outright or in trust under the provisions of this Will.

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ITEM III

I give, devise and bequeath all of my real estate wheresoever the same may be situate, together with the rents and profits accruing therefrom to my husband, Norman E. Brice, for the period of his natural life. I hereby authorize and empower my said husband to dispose of said real estate by his Last Will and Testament

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to such person or persons and in such proportions and in such manner, whether in trust or otherwise as he may direct and appoint by his Last Will and Testament. In default of such testamentary disposition or in the event my said husband shall predecease me then I hereby dispose of my said real estate as follows:

(a) I give, devise and bequeath to my son, Norman E. Brice, Jr., absolutely, that part of my real estate shown as Tract No. 1 and marked in red on a Plat entitled "Norman E. Brice, Waveland Farm" dated June 21, 1954, and revised February 21, 1956, together with the improvements thereon and with the right to use in common with others Waveland Road, Norman Road, Beach Road, as well as the pier and beach area as shown on the aforementioned plat. A copy of said Plat is attached to and made a part of this my Last Will and Testament. In the event my said son, Norman E. Brice, Jr., should not be then living then I give, devise and bequeath said Tract No. 1 to the children or descendants of my said son, absolutely, in equal shares per stirpes and not per capita.

(b) I give, devise and bequeath to my daughter, Nancy B. Davis, for the period of her natural life, Tract No. 2 as shown on said plat and marked in orange, together with the improvements thereon and with the right to use in common with others Waveland Road, Norman Road, Beach Road, as well as the pier and beach area as shown on the aforementioned plat, together with the rents and profits accruing therefrom. The devise to my said daughter, Nancy B. Davis, shall include the right to use House No. 3 as shown on said Plat and to receive the rents and profits therefrom even though a part of said house lies in Tract No. 3 as shown on said Plat, but only so long as that portion of said house lying within the boundaries of Tract No. 3 shall remain standing.

Upon the death of my said daughter, Nancy B. Davis, I give, devise and bequeath Tract No. 2, together with the improvements thereon and with the right to use in common with others

143 PAGE 307

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Waveland Road, Norman Road, Beach Road as well as the pier and beach area as shown on the aforementioned Plat and also with the right to use House No. 3 as shown on said Plat and to receive the rents and profits therefrom even though a part of said house lies in Tract No. 3 as shown on said Plat, but only so long as that portion of said house lying within the boundaries of Tract No. 3 shall remain standing, absolutely, in equal shares, to her children or descendants per stirpes and not per capita. In the event there are no then living children or descendants of my said daughter, Nancy B. Davis, then I hereby dispose of Tract No. 2 as follows:

I give, devise and bequeath to my son, Norman E. Brice, Jr., or his children or descendants, absolutely, in equal shares per stirpes and not per capita.

1/ All that part of said Tract No. 2 which lies west of the Ritchie Highway, east of the eastern boundary of Waveland Road, and north of the south boundary of Norman Road as shown on the aforementionned plat.

2. All that portion of said Tract No. 2 lying west of the eastern boundary of Waveland Road, east of the Severn River, and north of the dotted line shown on said plat, which said line runs parallel to the northern and southern boundaries of Tract No. 2 through a point set equi-distant between House No. 3 and House No. 4 as shown on said plat.

3. A one-half undivided interest in all that part of said Tract No. 2 which lies east of the Ritchie Highway.

I give, devise and bequeath to my daughter, Elizabeth B. Morton, or her children or descendants, absolutely, in equal shares per stirpes and not per capita.

1. All that part of said Tract No. 2 which lies west of the Ritchie Highway, east of Waveland Road, and south of the south boundary of Norman Road as shown onthe aforementioned plat.

2. All that portion of said Tract No. 2 lying west of Waveland Road, east of the Severn River, and south of the dotted line shown on said plat, which said line runs parallel to the northern and southern boundaries of Tract No. 2 through a point set equi-distant between House No. 3 and House No. 4 as shown on said plat.

3. A one-half undivided interest in all that part of said Tract No. 2 which lies east of the Ritchie Highway.

(c) I give, devise and bequeath to my daughter,

LIBER 143 PAGE 308

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Elizabeth B. Morton, Tract No. 3, as shown on said plat marked in yellow, together with the right to use in common with others Waveland Road, Norman Road, Beach Road, as well as the pier and beach area as shown on the aforementioned Plat, subject, however, to the right in my said daughter, Nancy B. Davis, in her lifetime or in her children or descendants, as the devisee or devisees of Tract No. 2 as hereinbefore described to maintain in House No. 3 as shown on said Plat, together with the rents and profits therefrom even though a portion of said house lies within the boundaries of Tract No. 3 so long as that portion of said house lying within the boundaries of Tract No. 3 shall remain standing. In the event my said daughter, Elizabeth B. Morton, should not be then living then I give, devise and bequeath said Tract No. 3 to the children or descendants of my said daughter, absolutely, in equal shares per stirpes and not per capita.

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ITEM IV

All the rest, residue and remainder of my estate of whatsoever kind, nature and description and wheresoever the same may be situate, which I may own or be entitled to at the time of my death or over which I may have a general power of testamentary disposition, I give, devise and bequeath, absolutely, to my husband, Norman E. Brice. In the event my said husband should predecease me then I give, devise and bequeath said rest, residue and remainder, absolutely, and in equal shares to my children or their descendants per stirpes and not per capita.

ITEM V

I hereby nominate, constitute and appoint my said husband and my said son, Norman E. Brice, Jr., to be the Co-Executors of this my Last Will and Testament and I direct that they be excused from the necessity of giving bond. My said Executors shall have full power and authority, without application to the Orphans' Court,

or any other court, to compromise any claims, either for or against my estate, and to sell, lease, mortgage, pledge, exchange and otherwise dispose of, conditionally or absolutely, all or any part of the real or personal property constituting my estate, and to assign, transfer, deliver and convey the same to any person or persons, without obligation on the part of such purchasers to see to the application of the purchase money, and generally to exercise full power and take all such steps and perform all such acts as may be necessary or proper in the management of my estate."

LIBER 143 PAGE 310

ITEM VI

The words "children" or "descendants" as used in the preceding paragraphs of this my Last Will and Testament shall not include children or descendants by adoption.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my seal this 31st day of July, 1956.

/s/ Eleanor H. Brice (SEAL)
Eleanor H. Brice

The foregoing instrument consisting of five pages, including this page, each page of which has been signed by the testator, was on the date hereof by the said Eleanor H. Brice, signed, sealed, published and declared to be her Last Will, in the presence of us, who at her request, and in her presence and in the presence of each other, have signed the same as witnesses thereto.

/s/ John S. Rouse, Jr. residing at Annapolis, Maryland

/s/ James C. Morton, Jr. residing at Annapolis, Maryland

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STATE OF MARYLAND

Anne Arundel County

LIBER 143 PAGE 311

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the Last Will & Testament

of

Eleanor H. Brice *late of said County deceased*

taken from the original, which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 27" *day of* December *in the year of our Lord, nineteen hundred and* sixty-one

Register of Wills for Anne Arundel County

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NANCY B. DAVIS,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
NORMAN E. BRICE, JR., et al	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 14,674 EQUITY

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

TAKEN IN OPEN COURT

BEFORE

HON. MATTHEW S. EVANS

November 30, 1961

Present:

Mr. R. Tilghman Brice, III, Solicitor for Plaintiff

Mr. Earl Schellman, Deputy Clerk

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Nancy B. Davis, pages 2 - 6
James H. Ridgely, pages 7 - 10, 17 - 18
Norman E. Brice, Jr., pages 11 - 13, 16
Jessie L. Adams, pages 14 - 15

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Nancy B. Davis, a witness of lawful age, being first duly sworn ,deposes and says:

(Mr. Brice, direct examination)

1. Will you state your name, residence and occupation?

A. Nancy Brice Davis, Secretary, live at 3706 N. Charles Street, Baltimore 18.

2. Mrs. Davis, was Norman E. Brice, Sr., your father?

A. Yes.

3. Eleanor H. Brice, was your mother?

A. Yes.

4. When did your father die?

A. March the 10th, 1957.

5. Did he leave a last Will and Testament?

A. Yes.

Brice - If the Court please, I would like to offer a certified copy of the Last Will and Testament of Norman E. Brice, filed with the bill as exhibit 1, I think sir.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF NORMAN E. BRICE, SR. FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 1)

6. Mrs. Davis, I believe you are divorced, is that correct?

A. That's correct.

7. Do you have any children?

A. No, sir.

8. Your brother is Norman E. Brice, Jr.?

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A. Yes, sir.

9. Does he have any children?

A. Yes, sir.

10. How many and their names and ages?

A. I only know of one.

11. One?

A. That's all I know of.

12. How old is she, do you know?

A. I don't know.

13. Her name is Sally Ridout Brice?

A. Yes.

14. She is a minor, however?

A. Yes.

15. And Elizabeth B. Morton is your sister?

A. Yes.

16. Does she have any children?

A. Two, so far as I know.

17. They are both minors?

A. Yes.

18. Now Mrs. Davis, in the Last Will and Testament of your father, I believe the center portion of the property, which is colored in orange on this plat, and this plat was filed with his will, I believe, was devised to you for life, is that correct?

A. According to that plat it was.

19. I beg your pardon?

A. According to that plat it was, but I understand that from

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the survey that plat is not correct.

20. That's the plat that was prepared by your father, wasn't it?

A. That's correct. I presume it was, I don't know.

21. With the remainder over, in the event that you had no children, with the remainder over to Norman and Elizabeth and their children after your death, is that correct?

A. Yes.

22. Now referring specifically to the parcel or part of that property lying between the Ritchie Highway and the Old Annapolis Boulevard, is that productive?

A. No, sir.

23. Is it vacant?

A. Yes, sir.

24. No improvements on it at all?

A. No, sir.

25. Actually it is a liability to you?

A. Yes.

26. And you desire to sell it, is that correct?

A. Yes, sir.

27. Now you have, together with Norman E. Brice, and Elizabeth B. Morton, entered into a contract with the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sale of 2.44 acres of this property for the sum of $10,000.00, is that correct?

A. Yes, sir.

28. Do you consider that to be a fair price, fair value for this property?

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A. Yes, sir.

29. Do you think that it would be to the best interest of all the parties in this case that this sale be made and ratified by the Court?

A. Yes, sir.

30. Now in the settlement of your father's estate did you pay all of the taxes, your share of the taxes or was it necessary or did Norman advance some of these taxes for you?

A. I don't have my records here. I presume that Mr. Ridgely has all the records.

31. Did he advance $2953.73 according to the records?

A. Yes.

32. I beg your pardon?

A. According to the records, yes.

33. And you owe that to him and would like to pay him out of the proceeds of the sale, is that correct?

A. Yes.

Brice - If the Court please, I would like to offer first a memorandum, that is filed as exhibit No. 2, entitled[Position of Estate and Beneficiaries subsequent to the Second Administration Account] as an exhibit in this case.

(ACCOUNT FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 2)

Brice - I would also like to offer a copy of the contract between the complainants and defendants and the Church which is filed

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as Complainant's exhibit 3.

(CONTRACT FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 3)

Court - How about the Will.

Brice - I offered that, sir, as exhibit 1.

That's all.

James H. Ridgely, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. State your name, residence and occupation, please?

A. James H. Ridgely, Attorney, 509 Charles Street, Avenue, Baltimore 4, Maryland.

2. Mr. Ridgely, did you represent the Executor in the Administration or let me put it this way, the Executor, Norman E. Brice, Jr., in the Administration of the Estate of his father, Norman E. Brice and his mother, Eleanor H. Brice?

A. I did.

3. There is filed in connection with these proceedings and filed as complainant's exhibit No. 2, a Memorandum showing the position of the Estate and Beneficiaries subsequent to the Second Administration Account, which shows and amount of $2953.72 being due by Nancy Brice Davis to Norman E. Brice, Jr., as an advance. Will you explain that to the Court, sir?

A. Yes, I will. I will begin at the top of the page and continue right on down, if it please the Court. The items of $914.62 were originally disbursed to Elizabeth, Norman, and Nancy from their mother's estate. At the time of this disbursement the estate of Norman E. Brice was in need of cash to pay debts due. The checks from Elizabeth and Norman were endorsed directly to the estate of Norman E. Brice and a check to Nancy was given to Nancy, was endorsed by Nancy

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and deposited in the estate account. Subsequent to this the estate repaid Nancy the $914.61. At the time of the filing of this account there was an additional $140.00 needed which Norman Brice advanced. After the filing of the second account, cash in the amount of $6393.91 was needed to file the second accounting. The estate had on hand at that time $1.97. We wanted to keep a cushion in the account of $500.00 towards future expenses, so that at the time we needed a total of $6891.94. That added to the above items of $914.62, $1,054.62, and $914.61 made a total of advances to the estate as of this time of $9775.79. Beneath this figure are the working figures to determine the share that each child should bear. The $8861.18 figure is arrived at by deducting $914.61 from the $9775.79, and then the $8861.18 figure was divided by 1/3, thus arriving at the share each child should bear. The entire amount of $2953.73 was paid by Nancy and Norman, excuse me, scratch that, Norman and Elizabeth. Norman advanced the $2953.72 for Nancy, so that the estate would be in a solvent position, as of the end of the filing of the second administration account.

4. Do you know whether or not that has been repaid to Norman?

A. It has not.

5. Now Mr. Ridgely, do you have a copy of the appraisal of the real estate for Federal or State tax purposes?

A. I have a copy of the appraisals and the figures for the final Federal, State tax value.

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6. What is that appraisal with respect to the property between the Ritchie Highway and the Old Annapolis Boulevard, if you have a breakdown on it?

A. The appraiser did not give us a breakdown of this property. They gave us one figure for all of the property. However, when we got into the negotiations with the Federal Estate Tax Agent, we did break the property down, and that is a higher figure than the figure that was given us by our original appraisers. That figure I do have. We arrived at a compromise figure for Federal and State tax evaluation on the 15 acres between the Ritchie Highway and the Old Annapolis Boulevard of a total of $21,300.00, which breaks down the $1420.00 per acre.

7. And you say that is a higher figure than the appraisal in the estate?

A. That is a higher figure. I can't tell you how but it is a higher figure than the value they put on it at that time.

8. But that was the figure on which you paid Federal ~~and State~~ Estate tax?

A. Yes, sir.

Brice - That's all, sir.

Court - As of what date is this appraisal?

A. The Federal Estate tax?

Court - Yes.

A. Of course, it was as of the date of the decedent's death.

Court - When was that?

A. March of '57. However, these figures were arrived at in

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July of '59. The agent should not have made any allowance for any increase in value as of that time.

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Norman E. Brice, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. Will youstate your name, residence and occupation, please sir?

A. Norman E. Brice, Jr., RFD 4, Box 422, Annapolis, Maryland. Bank Auditor.

2. Mr. Brice, Norman E. Brice, Sr. and Eleanor H. Brice, were your mother and father, is that correct?

A. Correct.

3. I believe your father died March the 10th, 1957?

A. That's correct.

4. What real estate did he leave?

A. He left real estate that is mentioned on the plat here, this is exhibit A, I believe or exhibit No. 1.

5. That is the Waveland Farms, is that correct?

A. Yes, sir.

6. Mr. Brice,you have one child is that correct?

A. Yes, sir.

7. Nancy Ridout Brice?

A. No, Sally Ridout Brice.

8. How old is she sir?

A. Nine years old.

9. Your sister, Elizabeth B. Morton, has two children?

A. Yes, sir.

10. Do you know their ages?

A. Not exactly. I can give you approximate if you like. She has one son approximately fifteen years old and a

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daughter approximately eleven years old.

11. According to the bill of complaint you have got them two years younger than they actually are, but they are both minors, is that correct?

A. They are both minors.

12. Mr. Brice, are you familiar with the parcel of land that is the subject of this suit, that is the 2.44 acres to be sold to the Church?

A. Yes, I am familiar with it.

13. Where is that located?

A. It is located on the east side of Ritchie Highway and is situated between Ritchie Highway and the Old Annapolis Boulevard. It is part of the yellow or orange strip that is indicated on the plat that is exhibit 1.

14. And that is a part o f the tract of land that was devised to your sister, Nancy, for life with remainder over to you and Elizabeth if she died without issue?

A. Correct.

15. What do you think the 2.44 acre parcel is worth sir, or what do you think the fair market value of it is?

A. I would say in the vicinity of $10,000.00

16. Do you know of any sales recently made?

A. Yes, I do. There is one sale of property, a one acre lot adjacent to this property which sold for $5,000.00, I believe.

17. Not adjacent to this property, it is one lot removed from this property, isn't it sir?

A. Yes.

59 18. It is adjacent ot Pendennis Mount?

A. Adjacent to Pendennis Mount.

19. Is that higher ground than this, sir?

A. Considerably higher ground, yes.

20. Mr. Brice, do you think it would be to the advantage of all parties concerned, including the infants and the life tenant, that the parcel of land the subject of this suit, be sold?

A. I do.

Brice - That's all, sir.

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

(Mr. Brice)

1. Mr. Adams, state your name, residence and occupation.

A. My name is Jessie L. Adams, I live at 1912 Pendennis Mount, Annapolis, Maryland. I am a licensed Maryland Real Estate Broker.

2. How long have you been in the real estate business, Mr. Adams?

A. Approximately nine years.

3. Are you familiar with the tract of land containing 2.44 acres which is the subject of this suit, located on the Ritchie Highway?

A. Yes, Ihave been over this property.

4. You actually made the sale to the church, is that right?

A. That is correct.

5. What do you consider to be the fair market value of this parcel of land, sir?

A. The entire parcel?

6. No, the parcel that is the subject of this suit?

A. I feel that a $10,000.00 figure is very realistic and certainly fair.

7. In other words, you say the fair market value is $10,000.00?

A. I feel that it is, yes.

8. You have heard the testimony here today, sir. Do you think that it would be for the best interest of all the parties concerned that this property be sold?

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A. Well yes, I do.

9. Is this land productive?

A. The land is not productive. It is my understanding that probably land a little bit more suited for possible residential construction may be available in the immediate area and it certainly would probably sell for around the same or less money than this piece of property.

Brice - I think that's all, Thank you.

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Norman E. Brice, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. Did your mother leave a Will, Mr. Brice?

A. Yes, sir.

2. Did she dispose of the real estate which was a part of your father's estate under that Will, sir?

A. No, no part of that real estate was disposed of.

3. She failed to exercise her power that your father gave her in his last Will and Testament?

Ridgely - That's incorrect. They were both drawn at the same time with the same provisions.

Brice - That's all.

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James H. Ridgely, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. Mr. Ridgely, you testified before that you represented both of these estates?

A. That is correct.

2. What were the provisions of Mrs. Brice's Will with respect to this property?

A. The provisions of Mrs. Brice's Will were exactly the same as Mr. Brice's Will. Mr. Brice died first and left Mrs. Brice a life estate in all of his real estate. She had no power except by testamentary disposition on her death. She left a Will which read exactly the same as Mr. Brice's Will.

3. Did she in her Will exercise her right of testamentary disposition that was given to her under the Will of Norman E. Brice?

A. She did.

Court - Let me get this clear. You asked him if she exercised what? Would you approach the bench a minute.

4. Mr. Ridgely, what are the provisions of the Last Will and Testament of Eleanor H. Brice with respect to the real estate, just in general terms?

A. The Will of Eleanor H. Brice, left the north parcel of the tract in question outright to Norman E. Brice, Jr., the south portion outright to Elizabeth Brice Morton, and the center portion to Nancy B. Davis for life, remainder to Norman or

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his decendents, Eleanor or her decendents in the event that Nancy had no children of her own.

5. In other words the same provisions that were contained in the Will of her husband?

A. Exactly.

Brice - If the Court please, I would like to have permission to file a certified copy of the Will of Eleanor H. Brice.

Court - Yes.

(LEAVE RESERVED TO FILE CERTIFIED COPY OF WILL MARKED Plaintiff"s EXHIBIT NO. 4)

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I hereby certify that the aforegoing testimony is a true and bona fide copy of the testimony of witnesses given in the Open Court in the Court Trial of the case of Davis vs. Brice, on the 30th day of November, 1961, in the Circuit Court for Anne Arundel County.

Shirley Miller

Shirley Miller, Court Stenographer

$19.00 Pd S.M.

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NANCY BRICE DAVIS Complainant	*	NO. 14,674 EQUITY
vs	*	IN
NORMAN E. BRICE, JR. and others Defendants	*	THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

LBR 143 PAGE 331

PETITION OF MILAN D. SMITH, PRESIDENT OF WASHINGTON STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS ACTING FOR AND ON BEHALF OF SAID WASHINGTON STAKE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Milan D. Smith, as President of the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, acting for and on behalf of said Washington Stake of the Church of Jesus Christ of Latter-Day Saints, by Marvin H. Anderson and Anderson & Anderson, its Solicitors, respectfully shows:

1. That the Church of Jesus Christ of Latter-Day Saints is an unincorporated religious organization, the regional organization of which said Church, embracing the District of Columbia and parts of Maryland, Virginia and Pennsylvania, is the Washington Stake of said Church and that Milan D. Smith is President of said Washington Stake and is authorized to act on behalf of said Stake and that the Washington Stake of said Church is the vendee named in the written contract of sale dated July 7, 1961, described in these proceedings.

2. That under the provisions of paragraph numbered one of said written contract of sale, the Vendors agreed to convey the property described in said proceedings and contract unto your said petitioner or such other grantee as may be designated by the Vendee.

3. That since the testimony was filed in these proceedings the Vendee has caused the title to said property to be examined and has also caused a registered land surveyor to install markers or pipes at the corners of the outlines of said property and to prepare a revised metes and bounds description therefor and a plat showing the same, a copy of which said plat and written metes and

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Annapolis, Md.

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bounds description are appended hereto, marked "Petitioner's Exhibits 'A' and 'B'" respectively.

4. That as a result of the said title examination your Petitioner has informed the attorneys representing the complainant that it desires to have this Honorable Court in its final decree specifically provide that the conveyance and deed for said property to the grantee shall operate so as to forever bar and extinguish any right or claim by any and all of the parties hereto, both complainant and defendants, and of persons claiming by, from, or under any of them, to use or travel upon or cross in any manner that part of the old private road which formerly ran across the property in these proceedings described in an easterly direction from the Old Annapolis Boulevard across the Governor Ritchie Highway, as shown on said plat attached hereto.

5. That pursuant to the aforementioned provisions of said written contract of sale your Petitioner desires that the final decree of this Honorable Court authorizing and directing a conveyance of the property in these proceedings described provide that the same shall be conveyed unto the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation Sole, as the grantee designated by said Vendee.

WHEREFORE, your Petitioners pray that this Honorable Court may pass its final decree ratifying and confirming the said written contract of sale, ordering that the parcel of land in these proceedings be sold, and appointing Trustees who, upon receipt of the purchase money in full, shall therein be ordered to convey the said property by a deed in which the said property shall be described by metes and bounds according to the written description and plat attached hereto as "Petitioner's Exhibits 'A' and 'B'", respectively, unto the said Corporation of the Presiding Bishop of

the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation Sole, as the grantee designated by said Vendee, and in which said deed it is specifically provided that any right or claim by any and all of the parties hereto, both complainant and defendants, and of persons claiming by, from, or under any of them, to use or travel upon or cross in any manner that part of the aforesaid old private road which formerly ran across said property, as aforesaid, shall thereby be forever barred and extinguished.

And, as in duty bound, etc.

Milan D. Smith

Milan D. Smith, as President of the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, Vendee and Petitioner.

Marvin H. Anderson

Marvin H. Anderson

Anderson & Anderson

Anderson & Anderson
Attorneys at Law
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Petitioner

ASSENT

We hereby assent to the immediate passage by this Honorable Court of a final decree as prayed in the foregoing Petition.

R. Tilghman Brice

R. Tilghman Brice, III
Solicitor for Complainant

George Edward Thompson

George Edward Thompson
Solicitor for _____

_____,
Defendants

DESCRIPTION OF 2.44 ACRES, PART OF THE NORMAN E. BRICE
PROPERTY ON THE EAST SIDE OF THE RITCHIE HIGHWAY
NEAR PENDENNIS MOUNT, 3RD DIST. A. A. CO.
FOR
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

LIBER 143 PAGE 334

Beginning for the same at a pipe set on the East side of Governor Ritchie Highway (150 feet wide) at the intersection of said Highway with the southern line of the conveyance from R. Tilghman Brice and Alice H. Brice, his wife, to Norman E. Brice by deed dated February 7, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 487, and running from said beginning pipe so fixed with the northeast side of the Governor Ritchie Highway North 24 degrees 09 minutes West 271.79 feet to a pipe set, said pipe being South 24 degrees 14 minutes 50 seconds East 274.19 feet along the northeast side of said highway from a pipe found in the northernmost line of said conveyance; thence leaving said Highway running parallel to and 248 feet North of the above mentioned southern line due East 486.20 feet to a pipe set; thence crossing the East portion of Tract No. 2 referred to in the Last Will and Testament of Norman E. Brice dated July 31, 1956, recorded among the Will records of Anne Arundel County in Liber H.S.C. No. 1, folio 412, due South 248 feet to a point in the above mentioned southern line; thence with said southern line due West 375 feet to the place of beginning. Containing 2.44 acres, more or less.

PETITIONER'S EXHIBIT "A"

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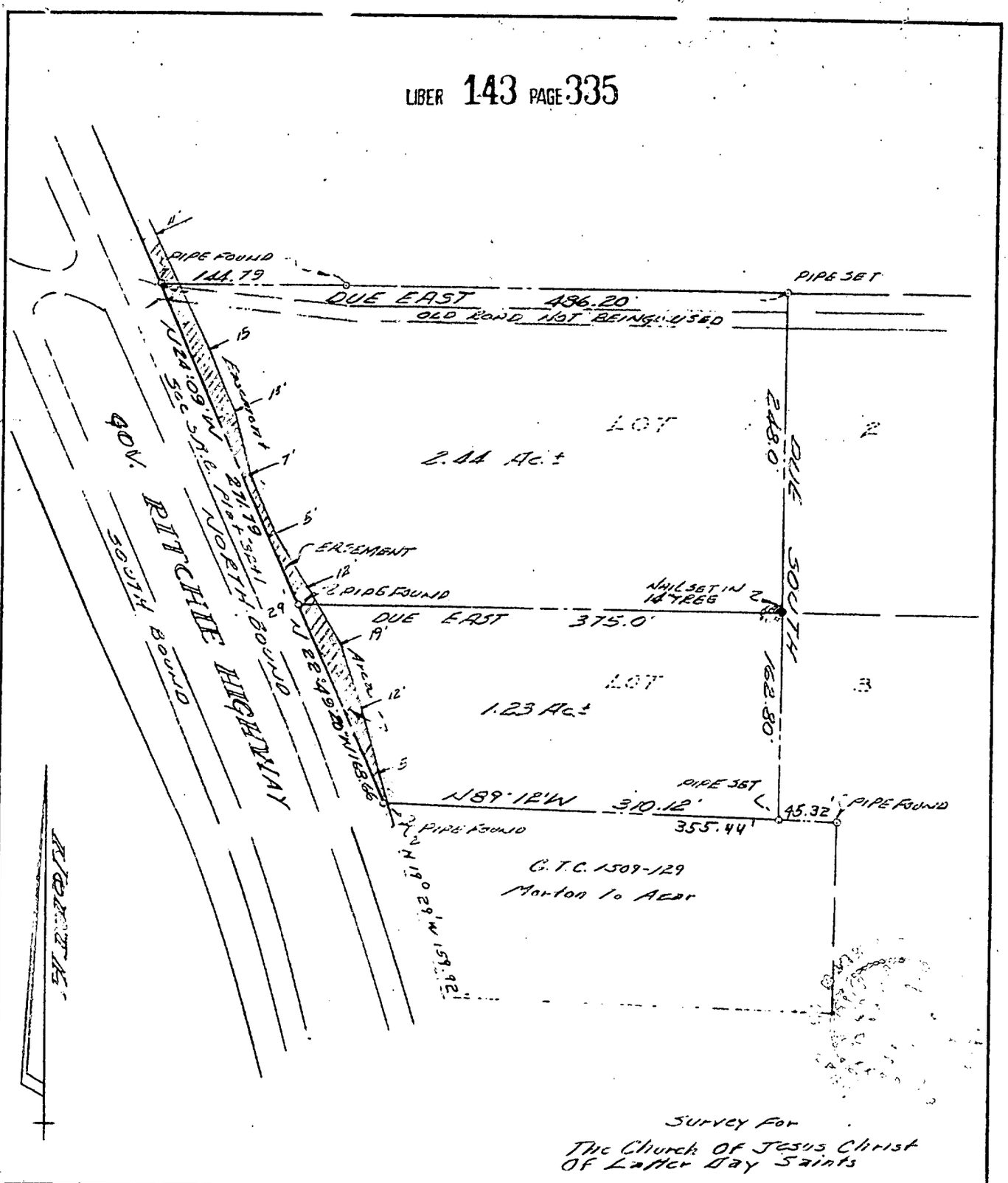
LIBER 143 PAGE 335



SURVEY 2.44 Ac.± PART OF LOT 2	J. R. McCRONE, JR., INC.	SCALE 1" = 100'
& 1.23 Ac.± PART OF LOT 3	REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS	DATE 2/27/62
PART OF THE N.E. BRICE & ELIZ.	ANNAPOLIS, MARYLAND	JOB. NO. 6855
B. MARTIN PROP. 3RD DIST. A.A.CO.	PRINCE FREDERICK CENTREVILLE TRAPPE LEONARDTOWN	FOLDER BRICE

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE

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PETITIONER'S EXHIBIT "B"

NANCY BRICE DAVIS Complainant	*	NO. 14,674 EQUITY
vs	*	IN
NORMAN E. BRICE, JR. and others Defendants	*	THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

LHG 143 PAGE 336

D E C R E E

THIS CAUSE standing ready for hearing, testimony having been taken in open Court, the proceedings were read and considered by the Court and it appearing to the Court that it would be to the best interest and advantage of all of the parties to these proceedings that the real estate mentioned in these proceedings and described in the Bill of Complaint be sold and the proceeds thereof be distributed and invested under the further order of this Court for the benefit of the parties to these proceedings, and it further appearing to the Court that the sale of the 2.44 acre parcel of land described in these proceedings to the Washington Stake of the Church of Jesus Christ of Latter-Day Saints under the terms of the Contract of Sale heretofore filed in these proceedings is a fair sale at an adequate price, namely Ten thousand ($10,000.00) Dollars.

IT IS THEREUPON, this 7th day of May, 1962, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED, that the 2.44 acre parcel of land described in the Bill of Complaint and in the Contract of Sale heretofore mentioned be sold and it is further ADJUDGED, ORDERED and DECREED that the Contract of Sale between Nancy Brice Davis, Norman E. Brice, Jr., Ann Ridout Brice, Elizabeth B. Morton and John Morton, II, and the Washington Stake of the Church of Jesus Christ of Latter-Day Saints, dated the 7th day of July, 1961, and heretofore

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Annapolis, Md.

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filed in these proceedings BE and THE SAME is hereby ratified and confirmed and that R. Tilghman Brice, III, and George Edward Thomp[redacted] SEN BE and THEY are hereby appointed Trustees, who upon receipt of the purchase price of $10,000.00 shall by a good and sufficient deed, said deed to be signed, sealed, acknowledged and recorded according to Law, shall convey to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation Sole, all the right, title, interest and estate of all of the parties to this suit and those claiming by, from or under them or any of them in and to all that lot or parcel of land lying and being in Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe set on the East side of Governor Ritchie Highway (150 feet wide) at the intersection of said Highway with the southern line of the conveyance from R. Tilghman Brice and Alice H. Brice, his wife, to Norman E. Brice by deed dated February 7, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 487, and running from said beginning pipe so fixed with the northeast side of the Governor Ritchie Highway North 24 degrees 09 minutes West 271.79 feet to a pipe set, said pipe being South 24 degrees 14 minutes 50 seconds East 274.19 feet along the northeast side of said highway from a pipe found in the northernmost line of said conveyance; thence leaving said Highway running parallel to and 248 feet North of the above mentioned southern line due East 486.20 feet to a pipe set; thence crossing the East portion of Tract No. 2 referred to in the Last Will and Testament of Norman E. Brice dated July 31, 1956, recorded among the will records of Anne Arundel County in Liber H.S.C. No. 1, folio 412, due south 248 feet to a point in the above mentioned southern line; thence with said southern line due West 375 feet to the place of beginning. Containing 2.44 acres, more or less.

BEING part of the East portion of the above mentioned Tract 2 which was part of the above mentioned conveyance from R. Tilghman Brice to Norman E. Brice as surveyed by J. R. McCrone, Jr., Inc., Registered Land Surveyors in April, 1961.

and which said conveyance and deed shall operate so as to forever bar and extinguish any right or claim by any or all of the parties hereto, both complainant and defendants, and of persons claiming by, from, or under any of them, to use or travel upon or cross in

any manner that part of the old private road which formerly ran across the property hereinbefore described by metes and bounds in an easterly direction from the Old Annapolis Boulevard across the Governor Ritchie Highway, as described in these proceedings, but said conveyance and deed shall not affect in any manner that part of said old private road which lies outside of and beyond the outlines of the tract of ground hereinbefore more fully described by metes and bounds.

BUT BEFORE THE SAID TRUSTEES shall proceed to act they shall first file with this Court or the Clerk thereof a good and sufficient corporate bond in the amount of $10,000.00 to be approved by this Court or by the Clerk thereof, conditioned for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future Decree or Order in the premises, and the said Trustees shall then bring into this Court the money and proceeds arising from the said sale as aforesaid to be distributed according to Law, under the direction of this Court after the payment of the Court costs and other expenses and such commissions to the said Trustees as thic Court shall think proper to allow in consideration of the skill, attention and fidelity wherein they have appeared to have discharged their trust.

V. Bowen Dunkett
JUDGE

Nancy Brice Davis et al vs. Norman E. Brice, Jr., et al-Equity No. 14,674

LIBER 11 PAGE 349

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS:

LIBER 143 PAGE 339

THAT WE R. Tilghman Brice, III, Annapolis, Maryland and George Edward Thomsen, Baltimore, Maryland as principal, and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 ($10,000) 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 23rd day of May in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden R. Tilghman Brice, III, and George Edward Thomsen by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, have been appointed trustees to sell Real Estate — Third Election District of Anne Arundel County mentioned in the proceedings in the case of Nancy Brice Davis

vs.

Norman E. Brice, Jr., et al

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN R. Tilghman Brice, III, and George Edward Thomsen do and shall well and faithfully perform the trust reposed in Them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

R. Tilghman Brice, III, (SEAL)
George Edward Thomsen (SEAL)
Standard Accident Insurance Company (SEAL)
By: Chas. F. Lee (SEAL)
Charles F. Lee, Attorney-in-fact

Signed, sealed and delivered in the presence of

Marie Clark

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint T. N. FERCIOT, DANIEL F. HURLEY, JR. or SUE E. BRACY its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of 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 STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 8th day of October, 1958

STANDARD ACCIDENT INSURANCE COMPANY

By J. J. Schmidt
Vice-President

ATTEST: L. Fuller
Assistant Secretary

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

, 19

L. Fuller
Assistant Secretary

B-895-H Ed. 10-1958

Bond approved this 4 day of June, 1962
George T. Cromwell, Clerk

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NANCY BRICE DAVIS LIBER 143 PAGE 340 IN THE CIRCUIT COURT

Complaintant :

VS : FOR

NORMAN E. BRICE, JR., ANN RIDOUT BRICE, HIS WIFE and SALLY RIDOUT BRICE, INFANT : ANNE ARUNDEL COUNTY

ELIZABETH B. MORTON, JOHN MORTON II HER husband, NANCY BRICE MORTON, Infant and JOHN MORTON, III, Infant :

Defendants : NO. 14,674 EQUITY

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

PETITION FOR COUNSEL FEE

To The Honorable, The Judges of Said Court:

The Petition of R. Tilghman Brice, III, respectfully shows:

1- That after consultations with the parties in interest in these proceedings and it having been determined that in order for the Complaintant, Nancy Brice Davis to repay her brother Norman E. Brice, Jr. for certain advances made by him individually and as Executor in the Estate of Norman E. Brice, their Father, to satisfy and pay Federal Estate taxes and overpayments in the estate, it was necessary that some of the real estate in which the Complaintant held a life interest under the Last Will and Testament of Norman E. Brice, be sold.

2- That your Petitioner was instrumental in placing the sale of the property mentioned in these proceedings in the hands of Jesse L. Adams, a realtor in Annapolis, Maryland, who sold the property mentioned in these proceedings to Washington Stake of the Church of Jesus Christ of Latter-Day Saints, for the sum of $10,000.00.

3- That your Petitioner prepared the Bill of Complaint in this case, secured and filed the necessary Exhibits in connection therewith instituting these proceedings for the ratification of the aforementioned sale to the Washington Stake of the Church of Jesus Christ of Latter-Day Saints.

4- In that some of the Defendants in the said proceedings were infant non-residents it was necessary to serve them by Order of Publication which said Order of Publication your Petitioner prepared.

5- That your Petitioner also prepared Petition for Personal Service of the Order of Publication directing that the Order of Publication be personally

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served on Elizabeth B. Morton, John Morton, II and Nancy Brice Morton, by Walter W. Weber Jr., Esq. of Ramsey, New Jersey and on John Morton, III, by Albert H. Aston, Esq. of Wilkes-Barre, Pennsylvania.

6- That your Petitioner prepared and sent to Messrs. Weber and Aston, Affidavits of service.

7- That after the Defendants had been served, your Petitioner prepared a Petition and Order for the appointment of a Guardian ad Litem to answer for the infant defendants and also prepared the answer for the Guardian ad Litem. Your Petitioner also prepared Answers for the adult defendants in these proceedings.

8- That your Petitioner arranged for the taking of testimony in these proceedings and took testimony before this Honorable Court to sustain the allegations of the Bill of Complaint and upon the conclusion thereof prepared the Decree for the Courts signature ratifying the Contract of Sale mentioned in these proceedings.

9- That upon ratification of the Contract of Sale by this Honorable Court your Petitioner together with George E. Thompson, Trustee, made settlement with the purchaser and said Trustees are now holding the net proceeds of sale in the amount of $8,502.46 to be distributed under the direction of this Honorable Court.

Your Petitioner prays this Honorable Court to pass an Order allowing him a Counsel fee for services rendered in these proceedings im lieu of commissions.

R. Tilghman Brice, III, Attorney
140 South Street
Annapolis, Maryland
COlonial 3-4861

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CERTIFICATION OF COUNSEL

We, the undersigned, members of the Anne Arundel County Bar, having reviewed the foregoing Petition and the proceedings in this case and in consideration of the time consumed, responsibility involved and the deligence with which he has handled this matter, do hereby certify that the sum of $ 500.00 is a fair and suitable fee to be allowed R. Tilghman Brice, III, for his services in this matter in lieu of commissions.

ORDER OF COURT

Upon the foregoing Petition and Certification of Counsel, it is this 29th day of October, 1962, ORDERED by the Circuit Court for Anne Arundel County that R. Tilghman Brice, III, be and he is hereby allowed the sum of $ 500.00 as a fee for legal services rendered in these proceedings in lieu of commissions, subject to the usual exceptions.

JUDGE

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NANCY BRICE DAVIS Apt. G2, 3706 N. Charles Street Baltimore 18, Maryland Complainant VS. NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant Waveland Farm, R.F.D. #4 Annapolis, Maryland ELIZABETH B. MORTON, JOHN MORTON, II, her husband, NANCY BRICE MORTON, Infant 7 Crescent Place, Allendale, New Jersey and JOHN MORTON, III, Infant 7 Crescent Place, Allendale, New Jersey now attending Wyoming Seminary, Kingston, Pa. Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 14,674 EQUITY

* * * * * * * * * *

O R D E R

Upon the aforegoing Petition and Affidavits, it is this 28th day of ~~June~~ October, 1962, by The Circuit Court for Anne Arundel County,

ORDERED that GEORGE EDWARD THOMSEN and R. TILGHMAN BRICE, III, Trustees in these proceedings, be and they are hereby authorized and directed to pay to the Estate of NORMAN E. BRICE, deceased, the sum of $283.50 to reimburse said estate for moneys paid to J. R. McCRONE, JR., INC., for a survey of the property sold in these proceedings; and

FURTHER ORDERED that GEORGE EDWARD THOMSEN and R. TILGHMAN BRICE, III, Trustees in these

proceedings be and they are hereby authorized and directed to pay to NORMAN E. BRICE, JR., the sum of $2,953.72 to reimburse him for the funds advanced by him on behalf of NANCY BRICE DAVIS as aforesaid.

JUDGE

FILED

1962 OCT 30 PM 12:14

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NANCY BRICE DAVIS Apt. G2, 3706 N. Charles Street Baltimore 18, Maryland Complainant VS. NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant Waveland Farm, R.F.D. #4. Annapolis, Maryland. ELIZABETH B. MORTON, JOHN MORTON, II, her husband, NANCY BRICE MORTON, Infant 7 Crescent Place, Allendale, New Jersey and JOHN MORTON, III, Infant 7 Crescent Place, Allendale, New Jersey, now attending Wyoming Seminary, Kingston, Pa. Defendants	* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 14,674 EQUITY	

* * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of NORMAN E. BRICE, JR., Executor of the Last Will and Testament of NORMAN E. BRICE, Deceased, and NORMAN E. BRICE, JR., individually, respectfully shows unto your Honors:

FIRST: That he was duly qualified and is now acting as the Executor of the Last Will and Testament of NORMAN E. BRICE, deceased.

SECOND: That this Honorable Court has directed that certain real estate involved in these proceedings be sold, and the proceeds therefrom be used to pay certain expenses incurred on

behalf of NANCY BRICE DAVIS and the balance be invested in trust for the said NANCY BRICE DAVIS in accordance with the terms of the said Last Will and Testament of NORMAN E. BRICE, deceased.

THIRD: That this Honorable Court has appointed GEORGE EDWARD THOMSEN and R. TILGHMAN BRICE, III, Trustees to accomplish the said sale, pay debts and invest the balance of the proceeds of said sale and to that end said Trustees have sold the property and now have in hand the net sum of $8,502.46.

FOURTH: That on February 29, 1960 NORMAN E. BRICE, JR., Executor as aforesaid, paid the sum of $283.50 to J. R. McCRONE, JR., INC. for a survey of the property which was sold in these proceedings, and which survey was necessary to the negotiation of said sale.

FIFTH: That under the Last Will and Testament of the said NORMAN E. BRICE, deceased, a division of his real estate was made amongst his three children, ELIZABETH BRICE MORTON, NANCY BRICE DAVIS and NORMAN E. BRICE, JR., whereby ELIZABETH BRICE MORTON and NORMAN E. BRICE, JR. each took their share outright and NANCY BRICE DAVIS received a life interest in her share.

SIXTH: That the personal estate of the said NORMAN E. BRICE, deceased was insufficient to pay all debts and taxes due by said estate; and the aforesaid three children, being the only devisees and legatees of said estate, contributed or pledged to

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contribute sufficient funds to pay all said debts and taxes.

SEVENTH: That the following contributions were found to be necessary:

Elizabeth Brice Morton	$ 2,953.73
Nancy Brice Davis	2,953.72
Norman E. Brice, Jr.	2,953.73

EIGHTH: That inasmuch as NANCY BRICE DAVIS received only a life estate in the aforesaid real estate and was unwilling to impair any other estate she might have, by advancing cash for a life estate in non-income-producing real estate, and because cash was needed immediately, in order to pay Federal Estate Taxes, the said NORMAN E. BRICE, JR., individually advanced the sum of $2,953.72 on behalf of the said NANCY BRICE DAVIS until a sufficient portion of the property left to her for life could be sold to realize said sum.

TO THE END THEREFORE:

ONE: That the Trustees in these proceedings be directed to pay to the Estate of NORMAN E. BRICE, deceased, the sum of $283.50 to reimburse said estate for moneys paid to J. R. McCRONE, JR., INC. for a survey of the property sold in these proceedings.

TWO: That the said Trustees further be directed to pay the sum of $2,953.72 to NORMAN E. BRICE, JR. to reimburse him for the funds advanced by him on behalf of NANCY BRICE DAVIS as aforesaid.

AND, as in duty bound, etc:

Norman E. Brice, Jr., Executor of
the Estate of Norman E. Brice, deceased

Norman E. Brice, Jr.

James H. Ridgely, Solicitor for the Petitioners:

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

I HEREBY CERTIFY, that on this 1 day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NORMAN E. BRICE, JR., Executor of the Estate of NORMAN E. BRICE, deceased, and made oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

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

I HEREBY CERTIFY that on this 1 day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NORMAN E. BRICE, JR., and made oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

Notary Public

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LIBER 143 PAGE 349

CERTIFICATE OF COUNSEL

WE, members of the Bar of the Circuit Court for Anne Arundel County, hereby certify that we have read and considered the aforegoing petition, and are of the opinion that the sum of Five Hundred Dollars ($500.00) is fair and reasonable for the services therein set forth.

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1962 NOV 23 AM 10:04

W. Harvey Beardmore

John S. Rowe

ORDER

Upon the aforegoing petition, affidavit and certificate of counsel, it is this 23rd day of November, 1962, by the Circuit Court of Anne Arundel County, ordered: that the Trustees herein pay to the firm of Smith, Somerville and Case the sum of Five Hundred Dollars ($500.00) as counsel fee, and the said trustees are authorized to take allowance therefore in their account.

O Bruce Duckett

Judge

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1962 NOV 26 PM 3:43

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NANCY BRICE DAVIS
Apt. G2, 3706 N. Charles Street
Baltimore 18, Maryland

Complainant

VS.

NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, and SALLY RIDOUT BRICE, Infant,
Waveland Farm, R. F. D. #4
Annapolis, Md.

ELIZABETH B MORTON, JOHN MORTON, II, her husband, NANCY BRICE MORTON, Infant
7 Crescent Place, Allendale, NewJersey
and JOHN MORTON, III, Infant
7 Crescent Place, Allendale, NewJersey
now attending Wyoming Seminary,
Kingston, Pa.

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,674 EQUITY

- - - - - - -

PETITION FOR COUNSEL FEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Nancy Brice Davis, Complainant in the within titled proceeding and respectfully represents unto your Honor as follows:

1. Your Petitioner filed the Bill of Complaint in the within titled proceeding praying that this Honorable Court ratify a certain contract for the sale of real estate and praying that this Honorable Court order the sale thereof; all as more fully appears in the Bill of Complaint filed herein.

2. This Honorable Court subsequently entered a decree ratifying said contract and ordering the sale of the real estate and appointing R. Tilghman Brice, III and George Edward Thomsen as Trustees to effect such sale.

3. The Trustees thereupon filed a Bond for $10,000 with a surety approved by the Clerk, proceeded with the sale of the real estate in accordance with the decree, the settlement having been held on May 5, 1962. A copy of the settlement sheet is attached hereto as Exhibit A.

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4. The net proceeds of the sale, $8,502.46, were then deposited by the Trustees in the Farmers National Bank of Annapolis in a trust account subject to the order of this Court.

5. That your Petitioner has retained as her attorney throughout the negotiations which culminated in the filing of these proceedings the law firm of Smith, Somerville and Case. That Counsel for your Petitioner has conferred with and advised her throughout these negotiations and the pendency of these proceedings including advice and legal research incident thereto concerning her ability to sell a portion of her life estate in the lands devised to her for life under the Will of her father, Norman E. Brice, deceased, the advisability of her so selling a portion of her life estate, representation of your Petitioner in these proceedings wherein she has prayed the Court to ratify the contract of sale entered into with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, and such representation of your Petitioner as may be necessary to terminate these proceedings and to cause the net proceeds from this sale to be invested on her behalf and on behalf of the remaindermen under the Will of Norman E. Brice, deceased in an appropriate bank or savings and loan association so that the income from the net proceeds of this sale shall be paid to your Petitioner for life with the corpus balance in the account remaining on the death of your Petitioner to be subject to the further order of this Court.

WHEREFORE, your Petitioner prays that this Honorable Court allow to the firm of Smith, Somerville and Case aforesaid a counsel fee in the sum of Five Hundred Dollars ($500.00) and that this Honorable Court grant to your Petitioner such other and further relief as may be appropriate in the premises.

AND, as in duty bound, etc.

Nancy Brice Davis

Nancy Brice Davis, Petitioner

George Edward Thomsen

George Edward Thomsen, Solicitor

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STATE OF MARYLAND :
ss
CITY OF BALTIMORE :

I HEREBY CERTIFY that on this 16th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Nancy Brice Davis, and she made oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

E. Aurelia Schott
Notary Public

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LIBER 143 PAGE 353

In the Case of

NANCY BRICE DAVIS

VS.

NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 14,674 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 DEC 11 PM 2:56

All of which is respectfully submitted.
December 11, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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: CO, deputy

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1962 DEC 27 AM 11:21

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Dr. NANCY BRICE DAVIS vs. NORMAN E. BRICE, JR., ANN RIDOUT BRICE, his wife, et al

In Acct. with GEORGE EDWARD THOMSEN and R. TILGHMAN BRICE, III, Trustees

						Cr.
1962						
May	7	Proceeds of Sale	10,000	00	10,000	00
					10,000	00
		To Trustees for Attorney's fees, viz:				
		R.Tilghman Brice,III, Court order 10/29/62	500	00		
		Smith,Somerville & Case, Court order 11/23/62	500	00	1,000	00
		To Trustees for Court Costs, viz:				
		Plaintiff's Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	119	00		
		Joseph W. Alton, Jr., - Sheriff's costs	5	60		
		Joseph C. Deegan - Sheriff's costs	1	50		
		Shirley Miller - Stenographer's fee	24	00		
		Julian B. Stevens - Guardian ad litem fee	4	00		
		Auditor - stating this account	25	00	189	10
		To Trustees for expenses, viz:				
		Clerk of Court - Certified copies of deeds	8	25		
		Register of Wills - Certified copies of Wills	9	00		
		R.Tilghman Brice,III-Reimbursement telephone call	1	10		
		Jesse L. Adams - Real Estate Commission	1,000	00		
		Cost of Federal & State Documentary stamps	33	00		
		Anderson & Anderson-preparation of deed	25	00		
		1962 County & State taxes $294.74 less reimbursement from Nancy B. Davis $251.53	43	21		
		Standard Accident Ins. Co. - Bond Premium	40	00	1,159	56
		To Trustees for claims, viz:				
		Estate of Norman E. Brice-Court order 10/29/62	283	50		
		Norman E. Brice, Jr.-Court order 10/29/62	2,953	72	3,237	22

		Balance subject to further Order of the Court	4,414	12	4,414	12
					10,000	00

PETITION FOR FORECLOSURE

LIBER 143 PAGE 356

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

VS.

HAROLD C. BROWN
Box 318, Arundel Road
Oyster Harbor
Annapolis, Maryland

IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,148 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 11th day of March A. D. 1960 the defendant executed and delivered to SUMNER G. WHITTIER, then Administrator of Veterans Affairs, now succeeded by J. S. GLEASON, JR., Administrator of Veterans Affairs a mortgage upon certain fee simple property in the County of Anne Arundel ~~City of Baltimore~~ therein described, to secure the payment of the mortgage debt of $ 9,000.00 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. Default in said mortgage has now occurred.

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.

Grafton Lee Brown, Jr.
One Central Avenue, S. W.
Glen Burnie, Maryland
Attorney for Plaintiff

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Opp. No. H-28691

VA Form VB4-6818 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

No. 15,148 Equity

LIBER 143 PAGE 357

BOOK 1376 PAGE 185

MORTGAGE

THIS MORTGAGE, made this 11th day of March, A. D. 1960, by and between HAROLD CLIFTON BROWN

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C. and his successors in such office, as such, ~~a corporation organized and existing under the laws of the~~ hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~*being a member of the Mortgagee,*~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND ---------- Dollars ($ 9,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and three-fourth per centum (4-3/4 %) per annum until paid, principal and interest being payable at the office of Veterans Administration, 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 Forty-six and 98/100 ---------- Dollars ($ 46.98), commencing on the ~~first~~ 11th day of April, 1960, and continuing on the ~~first~~ 11th 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~~ 11th day of March, 1990. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lot No. Thirty-One (31), Block No. Six (6), Plat No. 1, OYSTER HARBOR, recorded among the Land Records of Anne Arundel County in Plat Book No. 22 folio 9.

THE said mortgagor acquired title to said property by deed dated May 12, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 758 folio 319 from Oyster Harbor, Inc.

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

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said ~~Mortgagee, its successors and assigns,~~ SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such office, as such, 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~~ 11th day of each month until the said note is fully paid the following sums:

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or 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 ($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, provided that if such indebtedness be guaranteed under Sec. 512 of said Act, the regulations in effect when the loan becomes guaranteed shall apply.

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:

Winson G. Gott, Jr.

Harold C. Brown [SEAL]
Harold Clifton Brown [SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1376 PAGE 189

I HEREBY CERTIFY, That on this 11th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the~~ aforesaid, personally appeared HAROLD CLIFTON BROWN, the above named Mortgagor~~s~~, and he acknowledged the foregoing mortgage to be his act.

~~At the same time also personally appeared~~ ~~the ---------- 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.

Winson G. Gott, Jr. Notary Public
My commission expires: May 1, 1961.

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 26th day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared FRANK C. McHENRY, Loan Guaranty Officer, the Agent of the within mortgagee and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the Agent of the mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Milton M. Hackerman
MILTON M. HACKERMAN, Notary Public
My commission expires: May 1, 1961.

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE C

App. No. H-28691
Written by mo
Approved by
Ready for record

Rec'd for record March 11, 1960 at 1:29 P.M.
Mailed to The Title Guarantee Co.

2nd Election District
Anne Arundel County

STATE OF MARYLAND
DL 92934

Mortgage

FROM

HAROLD CLIFTON BROWN

TO

SUMNER G. WHITTIER, as Administrator of Veterans Affairs

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, $ 11.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 MAR 11 PM 1:29 & RECORDED IN LIBER GTC NO. 1376 FOLIO 10 GEORGE CROMWELL, CLERK

Return to: THE TITLE GUARANTEE CO. TITLE BUILDING BALTO. 2, MD.

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

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

LIBER 143 PAGE 361

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

HAROLD C. BROWN
Box 318 Arundel Road
Oyster Harbor, Annapolis, Maryland

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,148

Docket 20 Folio 302

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 C. F. Downes, Chief, Loan Service and Claims Section, Veterans Administration

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
Affiant.

Subscribed and sworn to before me

this 13th day of August 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 AUG 17 AM 9:30

6

STATEMENT OF MORTGAC CLAIM

LIBER 143 PAGE 362

J.S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

HAROLD C. BROWN
Box 318 Arundel Road
Oyster Harbor
Annapolis, Maryland

IN THE

CIRCUIT COURT

— ~~OR~~ —

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,148 Equity.

STATEMENT OF MORTGAGE DEBT

Original loan amount	$9,000.00
Amount paid on principal	18.41
Principal balance as of 7/11/62	8,981.59
→ T & I account - credit balance	NONE
Balance	8,981.59
Accrual interest to 7/11/62	274.61
Total Principal and interest to 7/11/62	9,256.20
Interest accrus @ 4-3/4% per annum from	7/11/62
Daily Interest Accrual	1.1850

1962 AUG 17 PM 9:30

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 13th day of August 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, Veterans Administration, 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.

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

7

LIBER 143 PAGE 363

DECREE FOR SALE OF MORTGAGE PREMISES

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

HAROLD C. BROWN
Box 318, Arundel Road
Oyster Harbor
Annapolis, Maryland

IN THE

CIRCUIT COURT

~~XXXX~~
FOR
~~XXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

No. 15,148 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 20th day of August, in the year nineteen hundred and sixty-two, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that ~~[illegible]~~ 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 Nine Thousand - - - - - - - - - - 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~~ County of Anne Arundel as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ $500.00 cash, the balance upon ratification of sale ~~[illegible]~~ the credit payment to bear interest from the day of sale, ~~[illegible]~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

D Brevin Duckett
Judge

FILED
1962 AUG 20 PM 2:00

8

Bond No. 76 36 5 LIBER 143 PAGE 364

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 SER 11 PAGE 442

No. 15,148 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 Nine Thousand and 00/100 ($9,000.00)---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of September 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, Jr., Administrator of Veterans Affairs

vs:

Harold C. Brown

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)

(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 SEP 13 AM 10:57

Bond approved this 13th day of September, 1962

Louis N. Phipps, Clerk
per aj - Deputy

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 143 PAGE 365

Grafton Lee Brown, Jr., Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

Known As Arundel Road, Oyster Harbor, Annapolis, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered Equity No. 15,148, the undersigned Trustee will sell at Public Auction, on the premises, the fee simple property below described on

WEDNESDAY, SEPTEMBER 19, 1962

AT 11:00 O'CLOCK A.M.

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. Thirty-One (31), Block No. Six (6), Plat No. 1, OYSTER HARBOR, recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 9. 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 anywise appertaining.

Improved by a one-story frame bungalow, five rooms, three bedrooms and bath, no basement, with hot air oil heat.

Taxes, Anne Arundel County Sanitary charges, and other liens and charges to be adjusted to the date of sale.

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

Grafton Lee Brown, Jr., Trustee

1962 SEP 21 AM 10:20

ID

I HEREBY CERTIFY, That the Administrator of Veterans Affairs did this 19th day of September, 1962, purchase the within described property from Grafton Lee Brown, Jr., Trustee, at and for the sum of $9,500.00 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: C. McQuade

C. McQuade

I HEREBY CERTIFY, That I did sell at Public Auction on Wednesday, September 19, 1962, 11:00 a.m., the property described on the reverse side of this handbill belonging to Harold Clifton Brown at and for the sum of Nine thousand Five hundred dollarsthe successful bidder being the Administrator of Vet. Affairs and the sale was fairly made.

Robert H. Campbell

Robert H. Campbell, Auctioneer

FILED

1962 SEP 21 AM 10:20

REPORT OF SALE

LIBER 143 PAGE 367

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

vs.

HAROLD C. BROWN
Box 318, Arundel Road
Oyster Harbor
Annapolis, Maryland

IN THE

CIRCUIT COURT

—~~OF~~—
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity 15,148

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 Arundel Road, Oyster Harbor, Annapolis, Md.

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

The Evening Capital

daily newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 19th day of September 19 62 at 11:00 o'clock A.M. attend on the premises and then and there sold

the fee simpe property known as Arundel Road, Oyster Harbor, Annapolis, Maryland, and described in the attached advertisement of sale to J. S. GLEASON, JR., Administrator of Veterans Affairs at and for the sum of Nine thousand Five hundred dollars ($9,500.00) cash upon ratification of sale, the said Administrator of Veterans Affairs being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee

State of Maryland, ~~City of Baltimore~~ CITY OF BALTIMORE *Sct:*
~~ANNE ARUNDEL COUNTY~~

I HEREBY CERTIFY, That on this 19th day of September 19 62 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of Baltimore~~ City 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.

FILED
1962 SEP 21 AM 10:20

As witness my hand and Notarial Seal,

Notary Public.

12

GRAFTON LEE BROWN, JR.
Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS
ARUNDEL ROAD
OYSTER HARBOR
ANNAPOLIS, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered Equity No. 15,148, the undersigned Trustee will sell at Public Auction, on the premises, the fee simple property below described on

WEDNESDAY, SEPTEMBER 19, 1962
At 11:00 o'clock A.M.

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. Thirty-One (31), Block No. Six (6), Plat No. 1, OYSTER HARBOR, recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 9. 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 anywise appertaining.

Improved by a one-story frame bungalow, five rooms, three bedrooms and bath, no basement, with hot air oil heat.

Taxes, Anne Arundel County Sanitary charges, and other liens and charges to be adjusted to the date of sale.

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

GRAFTON LEE BROWN, JR.
Trustee
ROBERT H. CAMPBELL
Auctioneer

S-15

ORDER NISI

LIBER 143 PAGE 369

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

versus

HAROLD C. BROWN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,148 Equity

Ordered, this 21st day of September, 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 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 $ 9,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown, Jr., Atty.

Evening Capital (for Sept. 27 edition)

(Final Order)

J.S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

versus

HAROLD C. BROWN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of November, 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 NOV 16 PM 4:14

13

Additional Bond 76 36 725

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 143 PAGE 370

DER 11 PAGE 452

no. 15,148 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 Five Hundred and 00/100 ($500.00)----------Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of September 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, Jr., Administrator of Veterans Affairs

vs:

Harold C. Brown

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)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By L. Miller *As to Surety* By Joseph C. McHugh, *Attorney in Fact*

MD3116a—500, 3-62 159921
Trustee's Bond

Bond approved this 25th day of September, 1962

Louis N. Phipps, Clerk

FILED
1962 SEP 25 PM 2:01

14

GRAFTON LEE BROWN, JR.
Solicitor
One Central Ave., S.W.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS
ARUNDEL ROAD
OYSTER HARBOR
ANNAPOLIS, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered Equity No. 15,148, the undersigned Trustee will sell at Public Auction, on the premises, the fee simple property below described on

WEDNESDAY, SEPTEMBER 19, 1962 At 11:00 o'clock A.M.

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. Thirty-One (31), Block No. Six (6), Plat No. 1, OYSTER HARBOR, recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 9. 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 anywise appertaining.

Improved by a one-story frame bungalow, five rooms, three bedrooms and bath, no basement, with hot air oil heat.

Taxes, Anne Arundel County Sanitary charges, and other liens and charges to be adjusted to the date of sale.

No. 15 TERMS OF SALE: A deposit of Five Hundred Dollars (500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, JR.
Trustee
ROBERT H. CAMPBELL
Auctioneer

S-15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 371

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1962

We hereby certify, that the annexed

Trustee's Sale
Arundel Road
Oyster Harbor

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of September, 1962. The first insertion being made the 25th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT -9 PM 2 45

By H. Tilghman

OFFICE

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,148 EQUITY

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to Sumner G. Whittier

versus

HAROLD C. BROWN

Ordered, this 21st day of September, 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 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 $9,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-18

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 372

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,148

Harold C. Brown

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

1962 NOV -8 AM 10:00

No. E. C. 25602

16

LIBER 143 PAGE 373

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C. McQUADE, agent for the 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, the Administrator of Veterans Affairs) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

ADMINISTRATOR OF VETERANS AFFAIRS

By C. McQuade (SEAL)
Purchaser
C. McQuade

Marie T. Blake
Notary Public

1962 NOV 16 PM 10:14

17

LIBER 143 PAGE 374

In the Case of

J. S. GLEASON, JR., ADMINISTRATOR OF VETERANS AFFAIRS

VS.

HAROLD C. BROWN

In the

Circuit Court

For

Anne Arundel County

No. 15,148 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 DEC 11 AM 11:05

All of which is respectfully submitted.

Auditor.

December 10, 1962

FINAL ORDER

ORDERED BY THE COURT, this 27th 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: CO, deputy

FILED

1962 DEC 27 AM 10:56

18

19

Dr. Mortgaged Real Estate of Harold C. Brown

In Acct. with Grafton Lee Brown, Jr., Trustee

Cr.

	By	Amount of Sale, as per Trustee's Report of Sale, filed	9,500	00		
	By	Interest, 6%, on deferred payment, $9,000.00 from 9/19/62 to 11/19/62	90	00		
	By	Adjustment, 1962 taxes 9/19/62 to 12/31/62, 3 months 11 days	61	40		
					9,651	40
	To	Trustee, for fee & commission, viz.	175	00		
					175	00
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	31	00		
		Auditor, this account	22	50		
					63	50
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	74	52		
		Speer Publications, Inc. - handbills	17	00		
		Fidelity & Deposit Co. - bond	38	00		
		Robert H. Campbell, Auctioneer's fee	30	00		
		½ Federal Revenue stamps	5	23		
					164	75
	To	J. S. Gleason, Jr. Administrator of Veterans' Affairs, Mortgagee, on account of Mortgage claim			9,248	15
					9,651	40

		Balance due on Mortgage, as per claim filed	9,256	20		
		Interest, 4 3/4%, on principal balance, $8,981.59, from 7/11/62 to 12/26/62	426	63		
			9,682	83		
		Credit amount allowed above	9,248	15		
		This amount subject to decree in personam	434	68		

20

LIBER 143 PAGE 377

R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 West Pennsylvania Avenue Towson 4, Maryland	:	
vs.	:	IN THE CIRCUIT COURT
JOAN M. ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	FOR
WILLIAM JOHN ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	ANNE ARUNDEL COUNTY
JOYCE M. McCLAIN 108 South Meadow Drive Glen Burnie, Maryland	:	IN EQUITY No. 14,710
JAMES GARFIELD McCLAIN III Magothy Beach Pasadena, Maryland	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Complainant, R. Earl Frederick, Administrator of the Estate of John Andrew Raab, deceased, respectfully represents unto Your Honor:

1. That John Andrew Raab a resident of Anne Arundel County, State of Maryland departed this life September 28, 1961, intestate, leaving as his only heirs at law and next of kin two daughters, Joan M. Archer, age twenty-four, who is married to William John Archer and Joyce M. McClain, age eighteen, who is married to James G. McClain III, all being Respondents herein.

2. That on November 1, 1961 Letters of Administration were granted unto your Complainant by the Orphan's Court for Anne Arundel County and he has filed a bond in the amount of $1,000.00. A copy of said Letters of Administration is attached hereto and prayed to be taken as a part hereof and marked Exhibit "A".

3. That the Decedant left no personal estate but he did die seized and possessed of a parcel of land in fee simple which

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said parcel of land has been appraised at $11,000.00 as shown in the Inventory filed in said Orphan's Court, a Certified Copy of said inventory and appraisal being attached hereto and prayed to be taken as a part hereof and marked Exhibit "B". A full metes and bounds distribution of said parcel of land being as follows:

> BEGINNING for the same thereof at a pipe on the Northeasterly line of Cockey Drive 40' wide said pipe being located 700' Easterly from the intersection of the Northerly line of Cockey Drive with the center line of Fifth St. measured along the Northerly line of said Cockey Drive thence leaving said Drive and running North 37° - 45' E 104.07' to a pipe thence continuing the same course N 37° - 45' E 21' more or less to the waters edge of Cockey Creek thence along the waters edge of Cockey Creek S 51° - 40' E 60' more or less thence leaving said Creek and running S 33° - 12' W. 117' more or less to a pipe in the Northeasterly line of said Cockey Drive thence along the Northeasterly line of said Drive N 52° - 6' W 19.60' to a pipe thence continuing along the Northeasterly line of said Drive by a curve to the left with a radius of 155.16' a distance of 50' the chord of said curve being N 61° - 20' W 49.78 to the place of beginning.
>
> BEING the same lot of ground which by deed dated October 8, 1953 recorded among the Land Records of Anne Arundel County in Liber JHH No. 798 in Folio 359 was granted and conveyed by Dolores Raab, unmarried to John Raab.

4. That said property is subject to a mortgage to The Capital Savings and Loan Association, Inc., in the principal amount of $5,000.00.

5. That the Decedant at the time of his death was divorced a vinculo matrimonii by a decree of the Circuit Court of Baltimore City on October 7, 1953 and was never remarried.

6. That there is now due and owing by the estate of the Decedant certain debts which among other things includes the necessary costs of administration of his estate and the aforesaid mortgage.

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7. That because said Decedant left no personal estate it will be necessary to sell the aforesaid fee simple property in order to pay the aforesaid debts as well as other debts that may accrue during the course of administration of his estate by your Complainant.

WHEREFORE YOUR COMPLAINANT PRAYS:

a. That the fee simple property herein mentioned be sold and the proceeds arising from the sale thereof be applied to the costs of this proceeding and thereafter to payment of the debts of the said Decedant and the costs of the administration of his estate in the Orphan's Court of Anne Arundel County and the remainder, if any, paid in equal shares to the said Joyce M. McClain and Joan M. Archer, the only heirs at Law and next of kin of John Andrew Raab.

b. That a Trustee be appointed to make said sale and to distribute the proceeds arising therefrom under the direction, control and jurisdiction of this Honorable Court.

c. That your Complainant may have such other and further relief as the nature of his case may require.

AND AS IN DUTY BOUND, etc.

R. Earl Frederick
Administrator of the Estate
of John Andrew Raab, deceased
24 W. Pennsylvania Avenue
Telephone - 825-1298

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of November 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared R. Earl Frederick, Complainant in the foregoing Bill of Complaint, and he made oath in due form of law that the matters and facts set forth therein are true and correct to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Notary Public

LIBER 143 PAGE 380

EXHIBIT "A"

No. 14,710 Equity

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of John Andrew Raab deceased, was on the 2" day of November in the year of our Lord one thousand nine hundred and sixty-one, granted and committed unto R. Earl Frederick who was then and there appointed Administrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 16" day of November in the year of our Lord nineteen hundred and sixty-one

Register of Wills for Anne Arundel County.

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Examiner's Exhibit No 1
Frederick, etc v. Archer, et al Equity No 14,710
John S. Rowe Jr. Exam.

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EXHIBIT "B"

LIBER 143 PAGE 381

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REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

No. 14,710 Equity

THE STATE OF MARYLAND,

To Edward N. C. Bradley
and
William N. Baldwin
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of John Andrew Raab, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Evelyn M. Smith ~~HONORABLE~~, Chief Justice of the Orphans' Court for Anne Arundel County, this 23rd day of Oct. in the year of our Lord one thousand nine hundred and sixty-one.

TEST. George M. Natwell
Register of Wills for Anne Arundel County.

We Edward N. C. Bradley and William N. Baldwin do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of John Andrew Raab late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Edward N. C. Bradley
W. N. Baldwin
Appraisers.

I Hereby Certify. That the aforegoing oath was taken and subscribed to by the said Edward N. C. Bradley and William N. Baldwin before the undersigned, a Register of Wills or Notary Public of the State of Maryland in and for Anne Arundel County, duly commissioned and qualified according to law, this 23rd day of October in the year of our Lord one thousand, nine hundred and sixty-one.

Ellen Frances Bottler
Register of Wills or Notary Public for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of John Andrew Raab late of Anne Arundel County, deceased, appraised by the subscriber Edward N. C. Bradley and William N. Baldwin jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

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Examiner's Exhibit No. 2
Frederick, etc. vs. Archer, et al Equity No. 14710
John S. Rowe Jr. Examiner

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Laurel Acres, Block 23 Section A Located in Third Election Dictrict of Anne Arundel County ~~and improvements~~ and improvements $11.000 00/100

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said John Andrew Raab deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 23" day of October in the year of our Lord one thousand nine hundred and 61

Edward N. C. Bradley [Seal.]

Wm N Baldwin [Seal.]

Appraisers.

Amount of Inventory as above - - - - - - $11.000 00/100

R. Earl Frederick

Executor or Administrator

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 1" day of Nov. in the year of our Lord one thousand, nine hundred and sixty-one personally appeared R. EARL FREDERICK, ADMINISTRATOR of JOHN ANDREW RAAB late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said JOHN ANDREW RAAB deceased, within the State of Maryland, that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber,

Ellen-Frances Boettcher

Dy *Register of Wills or Notary Public for Anne Arundel County.*

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LIBER 143 PAGE 383

No. 14,710 Equity

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Real Inventory
Estate of
John Andrew Raab

late of said County deceased

taken from the original
which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 15th *day of* November *in the year of our Lord, nineteen hundred and* sixty-one

George M. Nutwell

Register of Wills for Anne Arundel County

R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 West Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	
JOAN M. ARCHER	:	ANNE ARUNDEL COUNTY
WILLIAM JOHN ARCHER	:	SITTING IN EQUITY
JOYCE M. McCLAIN	:	
JAMES GARFIELD McCLAIN III	:	NO. 14710

PETITION

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

The petition of the Plaintiff in the above entitled cause respectfully shows:

That the infant defendant Joyce M. McClain in this case has been duly summoned; your petitioner therefore prays that a guardian ad litem may be appointed by this Honorable Court, and suggests William John Archer as a suitable person for such guardian and it is further suggested that William S. Baldwin, Esq. be appointed attorney for such guardian

And as in duty bound shall ever pray, etc.

R. Earl Frederick

R. Earl Frederick, Plaintiff

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ORDER

ORDERED by the Court this 30th day of January 1962 that William John Archer be and he is hereby appointed guardian ad litem of the above named infant defendant as prayed, and he is hereby directed to file an answer for said infant as such guardian and further that William S. Baldwin, Esq. be and he is hereby appointed attorney for the above named guardian.

Matthew A. Enna

Judge

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LIBER 143 PAGE 385

R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOAN M. ARCHER	:	
WILLIAM JOHN ARCHER	:	IN EQUITY
JOYCE M. McCLAIN	:	NO. 14710
JAMES GARFIELD McCLAIN III	:	

PETITION

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

The petition of R. Earl Frederick, administrator of the estate of John Andrew Raab, Complainant in the above entitled case respectfully presents:

1. That he has heretofore filed a Bill of Complaint in this Honorable Court praying for, among other things, the sale of certain fee simple property located in Anne Arundel County in order to pay certain debts of John Andrew Raab, deceased.

2. That since the filing of said Bill of Complaint it has come to the attention of the Complainant that one of the Defendants, an heir at law of John Andrew Raab, is an infant.

3. That your Complainant is an attorney licensed to practice law in the State of Maryland but inasmuch as it now appears that extensive testimony will have to be taken to protect said infant as well as the other heirs of said John Andrew Raab and further that your Complainant is practicing law in Towson, Maryland, he feels it necessary to retain local counsel in order that the above entitled cause be brought to a conclusion without unnecessary delay or inconvenience.

4. That your Complainant respectfully suggests that John A. Blondell, Esq., an attorney practicing in Anne Arundel County

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be appointed counsel for your Complainant.

And as in duty bound shall ever pray, etc.

R. Earl Frederick JR.

R. Earl Frederick, Complainant

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R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
JOAN M. ARCHER	:	
WILLIAM JOHN ARCHER	:	IN EQUITY
JOYCE M. McCLAIN	:	
JAMES GARFIELD McCLAIN III	:	NO. 14710

ORDER

Upon the aforegoing Petition it is by the Circuit Court for Anne Arundel County this 14th day of February, 1962, ordered that R. Earl Frederick, Administrator, Complainant, in the above entitled case be, and he is hereby authorized to retain John A. Blondell, Esq. as counsel.

Matthew A. Crane
Judge

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R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 West Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOAN M. ARCHER	:	SITTING IN EQUITY
WILLIAM JOHN ARCHER	:	NO. 14710
JOYCE M. McCLAIN	:	
JAMES GARFIELD McCLAIN III	:	

ANSWER

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

The answer of Joyce M. McClain infant by William John Archer Guardian ad litem, acting on behalf of the said infant defendant respectfully shows:

That he has no personal knowledge of the matters and things set forth in the Bill of Complaint filed herein, and can neither admit nor deny the same.

And the said infant being of tender years, can neither admit nor deny the same; wherefore your respondent submits the matters of the said bill of complaint to the determination of, and the rights of said infant to the protection of this Court.

And as in duty bound shall ever pray, etc.

William J. Archer
William John Archer, Guardian
ad litem.

I HEREBY CERTIFY, That on this 13th day of MARCH, 1962, a copy of the foregoing Answer was delivered to R. Earl Frederick, Complainant.

William S. Baldwin
William S. Baldwin
Solicitor for Respondents

WILLIAM S. BALDWIN
ATTORNEY AT LAW
TOWSON 4, MARYLAND

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LIBER 143 PAGE 389

R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 West Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
JOAN M. ARCHER	:	
WILLIAM JOHN ARCHER	:	
JOYCE M. McCLAIN	:	
JAMES GARFIELD McCLAIN III	:	

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Joan M. Archer, William John Archer, and James Garfield McClain III by their solicitor, William S. Baldwin and for an Answer to the Bill of Complaint filed in this cause, and says:

1. That they admit the allegations set forth in Paragraphs 1, 2, 3, 4, 5, 6, and 7 of said Bill of Complaint.

2. That upon a Decree being passed by this Honorable Court they suggest that R. Earl Frederick, Esq. be appointed trustee to make said sale upon his filing of an approved bond.

And as in duty bound, etc.

Joan M. Archer
Joan M. Archer

William John Archer
William John Archer

James Garfield McClain III
James Garfield McClain III

William S. Baldwin
William S. Baldwin
24 West Pennsylvania Avenue
Towson 4, Maryland
VAlley 3-0260
Solicitor for Respondents

I HEREBY CERTIFY, That on this 13th day of MARCH, 1962, a copy of the foregoing Answer was delivered to R. Earl Frederick, Complainant.

William S. Baldwin
William S. Baldwin
Solicitor for Respondents

WILLIAM S. BALDWIN
ATTORNEY AT LAW
TOWSON 4, MARYLAND

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R. EARL FREDERICK Administrator of the Estate of John Andrew Raab Towson 4, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
JOAN M. ARCHER	:	
WILLIAM JOHN ARCHER	:	IN EQUITY
JOYCE M. McCLAIN	:	NO. 14710
JAMES GARFIELD McCLAIN	:	

PETITION

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

The petition of R. Earl Frederick, Administrator of the estate of John Andrew Raab, Complainant by John A. Blondell his solicitor, respectfully represents:

1. That he has heretofore filed a Bill of Complaint in this Honorable Court praying for, among other things, the sale of certain fee simple property located in Anne Arundel County in order to pay certain debts of John Andrew Raab, deceased.

2. That the Respondents in this cause have all been duly summoned and have filed their respective answers.

3. That one of the Respondents is an infant and it will be necessary that the property prayed to be sold in this cause be appraised by two competant real estate experts and that they together with others give testimoney unto this Honorable Court in order that the relief prayed in the Bill of Complaint heretofore filed be granted.

4. That Henry Bochman and H. Warren Crawford are known to your Complaintant to be real estate experts activly engaged in real estate business in Anne Arundel County, Maryland and are competent to appraise said property.

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WHEREFORE YOUR COMPLAINTANT PRAYS:

A. That this Honorable Court grant an order authorizing your Complaintant to employ Henry Bochman and H. Warren Crawford to examine and appraise the property heretofore mentioned in this proceeding and that testimoney be taken before one of the standing examiners of this Honorable Court.

AND AS IN DUTY BOUND, etc.

John A. Blondell
1 Central Ave. SW
Glen Burnie, Maryland
Solicitor for Complaintant

R. Earl Frederick
Administrator of the Estate
of John Andrew Raab, Deceased,
Complainant

R. Earl Frederick Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOAN M. ARCHER WILLIAM JOHN ARCHER JOYCE M. McCLAIN JAMES GARFIELD McCLAIN III	:	IN EQUITY NO. 14710

ORDER

Upon the aforegoing Petition it is by the Circuit Court for Anne Arundel County this 23rd day of April, 1962 ORDERED that R. Earl Frederick, Administrator, Complainant in the above entitled case be, and he is authorized to employ Henry Bochman and H. Warren Crawford to examine and appraise the property prayed to be sold in this proceeding at a fee of not more than One Hundred Dollars ($100.00) and that the auditor allow for payment of the same when a final account is made to this Court.

And it is further ORDERED that the Complaintant present testimony in support of the Bill of Complaint heretofore filed in this proceeding before one of the standing examiners of this Court and that the cost of the same be allowed by the auditor when a final account is made to this Court.

V. Bowie Duckett
Judge

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R. EARL FREDERICK Administrator of the Estate of John Andrew Raab COMPLAINANT	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
	*	ANNE ARUNDEL COUNTY
JOAN M. ARCHER, WILLIAM JOHN ARCHER, JOYCE M. McCLAIN, JAMES GARFIELD McCLAIN III	*	EQUITY #14,710
	*	

* *

TESTIMONY ON BEHALF OF THE COMPLAINANT

May 23, 1962

Present:

John A. Blondell, Solicitor for Complainant

John G. Rouse, Jr., Court Examiner

Conchita D. Tuers, Court Reporter

Witnesses:

R. Earl Frederick, pages 2 - 4

William J. Archer, pages 5 - 6

H. Warren Crawford, pages 7 - 12

Henry M. Bachman, pages 13 - 16

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R. Earl Frederick, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Blondell)

1. Mr. Frederick, state your name and address?

A. R. Earl Frederick, 24 W. Pennsylvania Ave., Towson, Maryland.

2. And your profession?

A. Attorney at law.

3. And what is your relationship, if any, to John Andrew Raab?

A. I am Administrator for his estate.

4. And where is Mr. Raab's Estate? What Court?

A. In the Circuit Court -- in the Orphan's Court for Anne Arundel County, Annapolis, Maryland.

5. Now when were you appointed Administrator?

A. On November 1, 1961.

Blondell: We have a copy of the Letters of Administration as Exhibit "A" to the Bill of Complaint, and would like to introduce that and refile it as an exhibit here.

(COPY OF LETTERS OF ADMINISTRATION FILED AS EXAMINER'S EXHIBIT #1)

6. When were these Letters of Administration granted to you, Mr. Frederick?

A. On November 2, 1961 -- that is a correction of my last statement.

7. Now, what assets, if any, are in the Estate?

A. There is only one asset and that is a fee simple piece of ground located in Laurel Acres, Anne Arundel County, Maryland. It is improved by a frame cottage. It is on Cockey Drive.

(Mr. Rouse)

8 Where is that located, sir?

A. I'm not sure of the District, it's on Cockey Drive, Laurel Acres.

(Mr. Blondell)

9. Now was that appraised for Orphan's Court -- in the Orphan's Court?

A. It was.

10. And what value was it given there?

A. $11,000.

Blondell: We'll introduce Inventory of the evaluation of the real estate, which is Exhibit "B" to the Bill of Complaint.

(COPY OF REAL ESTATE INVENTORY FILED AS EXAMINER'S EXHIBIT #2)

11. Now what improvements are on the property?

A. It is a frame cottage on the property.

12. How large is the cottage and how many rooms, if you know?

A. I haven't been in the property.

13. Now what debts are in the Estate, Mr. Frederick?

A. At present there is a $50.00 Orphan's Court Appraisal Fee, that has not been paid. There is a $20.00 bill for publication of Notice to Creditors. And there is a $10.00 bond fee that has not been paid. Inheritance taxes, which will amount to 1% have not been paid, also.

14. Now, is there a mortgage on the property?

A. There is a mortgage on the property with Captial Savings & Loan Association, Inc. in the amount of -- in the original amount of $5,000, said mortgage being dated on February 8,1960.

15. Now who are the heirs to John Andrew Raab?

A. John Andrew Raab left two daughters, one, a Joan M. Archer of 8617 Willow Oak Road, Towson, Maryland. And a Joyce M.McClain,108 S. Meadow Drive, Glen Burnie, Maryland. Joyce M. McClain is 19 years of age and Joan M. Archer is 24 years of age.

16. Now was the decedent married at the time of his death?

A. No, he was divorced.

17. And when and where was he divorced?

A. He was divorced in the Circuit Court-by decree of the Circuit Court Baltimore City, October 17, 1953 and he has never remarried.

18. Now, wouldyou explain why it is necessary to sell the property that you have described?

A. The property should be sold because there is any existing mortgage as mentioned before on the property, the payments of which is $57.00 a month. The heiress' are hard put to make these payments. The property at the present time is vacant and because of the inaccessibility of the property to them, it would not be wise to rent the property. The balance on the mortgage is approximately $4700 and there are additional insurance premiums for vandalism and that sort of thing that have to be carried on the property.

(Mr. Rouse)

19. Do you think the property should be sold?

A. I think it would be to the best interest and advantage of the infant and the other heir to let the property be sold and the proceeds distributed.

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. ~~[illegible]~~ No.

Signature. R. Earl Fredericks
Adm of the Estate
of John A. Raab

William J. Archer, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Blondell)

1. State your name and address, please?

A. William J. Archer. There is a correction on that address, we just moved last week.

2. What is your present address?

A. 8726 Emgee Road.

3. Where is that?

A. Baltimore 34, Maryland.

4. And you did live at 8617 Willow Oak Road, Towson 4, Maryland?

A. That's right.

5. And what is your relationship, if any, to the heirs of John Andrew Raab?

A. Joan Archer is my wife.

6. And what relationship is Joan Archer to John Andrew Raab?

A. It's his daughter.

7. And what other heirs did John Andrew Raab have at the time of his death?

A. Just two daughters, Joan Archer and Joyce McClain.

8. Now are you familiar with the real estate in the estate of John Andrew Raab?

A. Yes, I am.

9. And where is that located?

A. It is on Cockey Drive, in Laurel Acres, Pasadena, Maryland.

10. Now would you describe the property briefly, if you can?

A. It is a block building, six or seven rooms. I think it is seven rooms, two-story. It is on the waterfront.

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11. Were there any other assets in the Estate of John Andrew Raab, at the time of his death?

A. As far as I know, there is none.

12. What debts, if any, did he leave?

A. Just the mortgage balance of $4700.

13. And who has been paying that mortgage?

A. The mortgage payments have been split between the two sisters.

14. And those two sisters are who?

A. Joyce McClain and Joan Archer.

15. Now James Garfield McClain III is the husband of Joyce M.McClain?

A. That's right.

16. Now is it your opinion, as well as the opinion of Joyce M. McClain and Joan M. Archer that this property be sold?

A. Yes, it is.

17. And why do you say so?

A. Because the two of them can't make the payments. As Mr. Frederick said it shouldn't be rented out. It wouldn't be taken care of. And Joyce McClain, her husband is unreliable and he doesn't work too often. And she just can't afford to make the payment on it.

18. Do you feel that it would be to the best interest of the parties -- of the heirs of John Andrew Raab, including Joyce M.McClain, that the property be sold and the proceeds distributed among the heirs?

A. Yes, I do.

19. After payment of the debts, is that right?

A. That's right.

QUESTION BY THE EXAMINER:

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

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

Answer. . . No . . . . . .

Signature William J. Parker

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

(Mr. Blondell)

1. Mr. Crawford, state your name and address, please?

A. H. Warren Crawford, 44 Baltimore-Annapolis Blvd., Severna Park, Maryland.

2. And what is your profession or employment?

A. I am a real estate broker. My official title is Vice-President of the Charles H. Steffey Inc.

3. How long have you been a real estate broker?

A. Approximately 15 years.

4. Are you licensed in the State of Maryland?

A. I am.

5. And how long have you been licensed in the State of Maryland?

A. Approximately 15 years.

6. And in brief, what has been your experience in that line of business?

A. I've done considerable development, general brokerage sales and appraising.

7. And how long have you been appraising property?

A. Every since I've been in the real estate business.

8. Have you appraised property for judicial proceedings or for judicial sales prior to this time?

A Yes, both in this room and in Towson.

9. Could you approximate how many occasions you have done so?

A. I would say 50.

10. And how many occasions have you appraised property for other purposes?

A. Several thousand, I would assume.

11. And what purposes would they be?

A. Mortgage purposes, individual home owners who wish to determine the value of their property; State Roads, which would be semi-judicial in some cases. And for the individual who was contemplating having their property condemned, I'd say, by one of the State Agencies.

12. Now Mr. Crawford, I'll show you the second page of the Bill of Complaint, filed in #14,710 Equity, and direct your attention to a description on that page. Have you had the opportunity to personally examine the property described on that page?

A. I assume so. The description here isn't the description I had to use to determine the location of the property. The description I had is 65 feet West of Claiborn Drive on Laurel Drive and by ascertaining the ownership of the property from the neighbors, I determined that this was the same property. I didn't have this legal description available at the time.

13. And what ownership did you find the property to be in?

A. A man named Raab.

14. Do you remember his first name?

A. No, I do not. I understood that he is deceased, however.

(Mr. Rouse)

15. Where is this?

A. In a sub-division known as Laurel Acres, approximately 2 miles South of the Mountain Road. It is approached from Mountain Road by turning off on Lake Shore Drive and following Lake Shore Drive to the intersection of Drain Drive and Lake Shore Drive, which is the beginning of Laurel Acres.

16. Now this Laurel Drive is sometimes known as Cockey Drive, isn't it?

A. I believe it is.

17. Now what did you find when you examined the property?

A. Well, I first examined the property at the request of Mr. Frederick for the purpose of making an appraisal and I advised Mr. Frederick that, in my opinion, the property could not be properly appraised in the condition it was in. Apparently someone had been attempting to finish the construction and had left so much unfinished construction work and so much general debris that my appraisal of the property would probably not have been to an advantage of any of the heirs. Mr. Frederick subsequently, I believe, arranged for some of this to be removed so we could properly view the property and we went back to make the appraisal -- or I went back to make the appraisal.

18. What does the property consist of?

A. The property consists of a --what appears to be a block structure. I say what appears to be because the upper portion of it is stuccoed and I couldn't determine whether it was stucco over frame or stucco over block. It does have brick sills. It is a rather hard property to describe because it doesn't fit any of the classic descriptions, architectural descriptions as being either a cottage or a Cape Cod. It was designed by, apparently, someone with considerable imagination and it would be very loosely described as consisting of two apartments. The reason I say it was "loosely described" is because although there is a bathroom on each floor and there could be access to the second floor, independent of the first floor, the room layout on the second floor is actually one large room, one medium size room with a room divider and one other room but not a closet in the entire second floor, which would preclude its use generally for a bedroom -- either of the rooms for a

bedroom. The first floor, although it does have a bath, with a shower instead of a tub, access to this bathroom, which incidentally, is unfinished, is through what would be the only room that could be construed as a bedroom and consequently this would have a-- defy description as I say, as to either a two apartment house or a Cape Cod or what have you.

19. How many rooms on the first floor?

A. There is four rooms on the first floor,

20. And the second floor?

A. On the second floor, actually are two rooms and bath. The one room being divided by 42 inch high room divider.

21. Are there any utility hookups?

A. Yes, there is a -- what appears to be a 220 volt outlet on the second floor for an electric range. There is no electric range there. And there is also a kitchen sink. On the first floor there is a complete kitchen hookup. And there is in the front yard of the property a well. I couldn't determine the operating condition of it. And I saw no evidence, but I am sure from the layout of the plumbing that there must be a septic tank some place on the property.

22. Did you come to any approximate size of the lot?

A. I assume from rough measurements, not being able to determine the exact boundaries, that it was 65 foot frontage on the water of Cockey's Creek and approximately 155 feet in depth. The road frontage is on a radius and I couldn't determine that.

23. What evaluation did you reach after this examination? Excuse me, let me ask you this first, when did you examine the property? What date?

A. I examined it on four different times. The evaluation was reached

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by me on May 16th, I believe.

24. Of this year?

A. Of this year. And I would like to say at this time that I believe

25. the lot unimproved would have greater value than I have attached to it. The house, I don't think generally helps the situation. The neighborhood itself, Laurel Acres, is what I would call, substandard, there are very few homes inthe area that are inducive to higher prices and therefore I set a value on the lot of $2500 and on the house of $5500 or in fee value of $8,000. I might also add that one of the other factors was the fact that the heating system which is forced hot air would appear to be a home made job and I question its effectiveness, particularly with the second floor. Theother thing that entered into my evaluation was the fact that with considerable experience with lending institutions I doubt very seriously that you could obtain a mortgage or more than $5,000 at the most. There are severe structural defects apparently in the house. The floors are very uneven and it would take an engineer, I think, to give a better analysis of the cause of it but I think it is just a question of the spacing and the location of the joists.

25. Mr. Crawford would you consider the property rentable and,if so, for what value would the rent be -- what rent could be obtainable for the property? And what problems would be involved in renting it?

A. I believe that the maximum rent would be in the neighborhood of $80 a month. But I believe that because of the reasons previously stated --

26. Well,state those reasons?

A. Well, I meant the layout of the house that I stated inthe appraisal and the various other deficiencies I found that you would probably

find that the type of tenant would be most undesirable and it would not be in the best interest of the owner to rent the house in its present condition. If you are thinking of making this a lease property, I would definitely recommend the expenditure of several thousands of dollars to finish the bathrooms and to lay out the rooms in a slightly different manner, providing closets and so forth.

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QUESTION BY THE EXAMINER:

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

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

Answer. No

Signature

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

(Mr. Blondell)

1. State your name and business address, please?

A. Henry M. Bachman, Severna Park, Maryland.

2. And what profession are you in?

A. In the real estate business.

3. How long have you been in that profession?

A. Since 1946.

4. Are you a licensed real estate broker?

A. I am.

5. Since when?

A. Since 19 -- a salesman since '46 and a broker since about 1949.

6. And would you state what experience you have had in appraising property for judicial proceedings or other types of transactions?

A. I've made appraisals for Baltimore Gas & Electric Company, State Roads Commission, Department of Education of Anne Arundel County, Baltimore-National Bank, Farmers National Bank, The Fairview Federal Building & Loan Association, and various individuals.

7. How many occasions have you testified as to the evaluation of property for judicial proceedings?

A. Quite a few.

8. Would you say it would be over a hundred or approximately 100?

A. I don't know how many times I have been down here. I would like to guess it might be way off.

9. I show you the description on page 2 of the Bill of Complaint in #14,710 Equity, and ask you if you examined the property described here?

A. I have examined this property.

10 And did you determine the ownership at the time you examined it or did you know by whom it was owned?

A. By a Mr. Raab.

11 And by whose direction did you examine the property?

A. From Mr. Crawford's.

12 When did you examine it?

A. As of today.

13. As of today?

A. Yes.

14. And what did you find on examining the property?

A. Well, I found the -- without having a legal description of it, the property to be located in Laurel Acres on Laurel Drive and it fronts on Cockey's Creek. It appears to be a lot about 60 by, I would say, 150 and it is at road grade in what we call the rear of the house and slopes gradually to Cockey's Creek. It is improved by a dwelling that I would classify as being a bungalow type. And it has a concrete block foundation that apppears to have been built by what we call a "Sunday builder". I mean the block work is far from being first class. And the second floor is stuccoed. I could not determine whether it was stucco and frame or stucco on block. It appeared to be that it might have been frame. There is almost a full basement with a poured cement floor. The heating plant, I believe, is a Holland furnance. And the heat ducts are galvanized downspouts that are ordinarily used on the downspouts in the house. It is oil fired. The floor joists are uneven. Some are on 16 inch center and some are at a greater space. The subflooring is used lumber. The flooring on the first floor is hardwood, oak flooring. And the walls are plasterboard. On the first floor there is a kitchen with an electric range, a sink, there are two small cabinets in the

kitchen, which I would call inadequate for a kitchen. There is a dining room, a living room and a bedroom with an attached bath. The bath is not the proper size, it is just about room enough to get in there and move around. There is a stall middle shower, a toilet and a wash stand and it is unfinished. Apparently the pipes are connected but the wall hasn't been painted and there are openings where the work was incomplete. And there is a stairway to the second floor. At the head of the stairs there is another bathroom with the old fashion tub on legs, a toilet and a wash stand. Then there is one room that I would call a bedroom and then there is an open area with a divider, which one end is evidently dining room and the other part has a sink in it and no stove. And the walls slant as to the shape of the roof. There is a composition,shingle roof on it and there is a porch on the front.

15. Any other improvements on the lot?

A. There is a concrete block room on the side of the building that has been used for the oil storage tank and apparently for storage of boating equipment or other storage.

16. Is there a wharf or a pier?

A. There is no pier. And the lot does have concrete block bulkhead that is in poor condition.

17. Now do you consider the property to be rentable in its present condition?

A. It could be rented by I don't think it would attract the most desirable tenant. There needs to be a lot of work done on the property to put it in first class condition.

18. Could you evaluate how much it would cost to put this property into first class condition in order to obtain desireable tenants?

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A. I wouldn't like to guess at that. I mean you would probably want to finish the floors. They need to be scraped and sanded and painting should be done. You should have more cabinets in the kitchen. The bathroom should be completed.

19. Now if it were rented in its present state, how much rent would it bring?

A. In my opinion, I don't think it would bring more than about $60 a month.

20. Now did you come to an evaluation of the property in its present state as to marketability?

A. Yes, I did.

21. And what evaluation?

A. In my opinion I think the lot is worth $3500.

22. The lot with the improvements is what?

A. I think the dwelling is worth $5,000 making a total of $8500.

23. Do you think it would be for the best interest of the heirs of this man, Mr. Raab, to have this property sold at the present time?

A. Well, it is my opinion that if you -- if the Estate can afford to borrow the money to make the improvements it might be well to do it. On the other hand, it is possibly to -- or, it is my opinion that it should be sold.

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 Henry M. Bachman

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

I hereby certify that the aforegoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 26th day of June, 1962.

John G. Rouse, Jr. Examiner (SEAL)
John G. Rouse, Jr. Examiner

J. R. $10.00

C. T. $16.00 Pd. CT

R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOAN M. ARCHER WILLAIM JOHN ARCHER	:	IN EQUITY
JOYCE M. McCLAIN JAMES GARFIELD McCLAIN III	:	NO. 14710

: : : : :

DECREE

The Bill of Complaint, exhibit and testimony having been submitted, and the proceedings therein were by the Court read and considered:

It Is Thereupon, this 6th day of July in the year nineteen hundred and sixty-two by the Circuit Court of Anne Arundel County, in equity, ADJUDGED, ORDERED AND DECREED, that the property in these proceedings be sold at public or private sale and if at private sale for not less than the appraised value thereof and that R. Earl Frederick be and he is hereby appointed Trustee to make said sale and that 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 Eighty-five hundred dollars ($8500.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale and if at public sale by giving at least three week's notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall then think proper, of the time, place, manner and terms

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of sale, which shall be one-third cash and balance payable upon settlement therefore which shall not be more than two months from the date of sale, or all cash as the purchaser may elect, settlement to be accounted from the day of sale; and as soon as may be convenient after any sale, the Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, 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, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

D. Brian Duckett
JUDGE

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GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 143 PAGE 416

SER 11 PAGE 425

Bond No.

BOND

NO. 14,710 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, R. EARL FREDERICK of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00) - - - , current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 30th day of August, 1962

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled R. Earl Frederick, Administrator etc. VS. Joan M. Archer, et al --------- dated July 6, 1962, R. Earl Frederick ---------- was appointed Trustee to make sale of the property described in said proceedings, and the said R. Earl Frederick ---------- is about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Katherine B. Vanous

Katherine B. Vanous

R. Earl Frederick (SEAL)

R. Earl Frederick PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond approved this 29 day of August, 1962

Eleanor G. Quinlan Acting Clerk

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THIS AGREEMENT OF SALE made this 30th day of August one thousand nine hundred and sixty-two between R. EARL FREDERICK, Trustee, Seller and JAMES GARFIELD McCLAIN III and JOYCE M. McCLAIN, his wife, Buyers,

WITNESSETH, that the Seller does hereby bargin and sell unto the said Buyers, and the latter does hereby purchase from the former all of the Sellers right, title and interest that he holds as Trustee for the use and benefit of JOAN M. ARCHER, the following property situate and lying in Anne Arundel County, Maryland, particularly discribed as follows:

> BEGINNING for the same thereof at a pipe on the Northeasterly line of Cockey Drive 40' wide said pipe being located 700' Easterly from the intersection of the Northerly line of Cockey Drive with the center line of Fifth St. measured along the Northerly line of said Cockey Drive thence leaving said Drive and running North 37° - 45' E 104.07' to a pipe thence continuing the same course N 37° - 45' E 21' more or less to the waters edge of Cockey Creek thence along the waters edge of Cockey Creek S 51° - 40' E 60' more or less thence leaving said Creek and running S 33° 12' W 117' more or less to a pipe in the Northeasterly line of said Cockey Drive thence along the Northeasterly line of said Drive N 52° - 6' W 19.60' to a pipe thence continuing along the Northeaserly line of said Drive by a curve to the left with a radius of 155.16' a distance of 50' the chord of said curve being N 61° - 20' W 49.78 to the place of beginning.

At and for the price of EIGHT THOUSAND DOLLARS ($8,000.00) and further the Seller does hereby bargin and sell unto the Buyers and the latter does hereby purchase from the former all of the said Sellers right, title and interest that he holds for the use and benefit of JOYCE M. McCLAIN in and to the same property at and for the price of FIVE DOLLARS ($5.00) of which EIGHT THOUSAND DOLLARS ($8,000.00), FIVE DOLLARS ($5.00) has been paid prior to the signing hereof and the balance to be paid in cash at time of settlement which settlement shall be on or before sixty (60) days

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from the date of the signing of this contract at which time possession will be given and of which said purchase price of FIVE DOLLARS ($5.00) representing the sale of the interest said JOYCE M. McCLAIN has been paid in full this day. This sale shall be subject to ratification by the Circuit Court for Anne Arundel County in Equity in proceeding No. 14710 entitled R. EARL FREDERICK Administrator vs. JOAN M. ARCHER, et al and is further subject to the Buyers obtaining a mortgage loan in the amount of EIGHT THOUSAND DOLLARS ($8,000.00) on said property.

It is agreed that the Seller shall pay all liens, mortgages, taxes, court costs and other valid liens against said property including estate costs, inheiritance taxes and all settlement expenses and shall convey good and merchantable title to the Buyers as tenants by the entireties subject to use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

The parties hereto agree that the Seller shall pay all settlement expenses, cost or documentary stamps, recordation and transfer tax, where required by law and he shall thereafter distribute any money remaining in his hands to JOAN M. ARCHER free and clear of any and all claim of the JOYCE M. McCLAIN subject to approval of the said Circuit Court for Anne Arundel County.

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WITNESS the hands and seals of the parties hereto the day and year first above written.

Witness

R. Earl Frederick, Trustee
Seller

Witness

Joyce M. McClain

Witness

James Garfield McClain III

We hereby consent to the above Agreement of Sale provided the same is ratified by the Circuit Court for Anne Arundel County.

William John Archer
Guardian ad litem for
Joyce M. McClain

William S. Baldwin
Attorney for William John
Archer
Guardian ad litem

LIBER 143 PAGE 420

R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	
vs.	:	IN THE CIRCUIT COURT
JOAN M. ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	FOR
WILLIAM JOHN ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
JOYCE M. McCLAIN 108 South Meadow Drive Glen Burnie, Maryland	:	NO. 14710
JAMES GARFIELD McCLAIN III Magothy Beach Pasadena, Maryland	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of R. EARL FREDERICK, Trustee appointed by Decree in the above entitled cause to make sale of certain real estate on Cockey Drive in Anne Arundel County, Maryland being the property in the estate of JOHN ANDREW RAAB, deceased, respectfully shows:

That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, did pursuant to said Decree sell unto JAMES GARFIELD McCLAIN III and JOYCE M. McCLAIN, his wife, said property in fee simple as follows:

The share that he holds in trust for the benefit of JOAN M. ARCHER at and for the price of EIGHT THOUSAND DOLLARS ($8,000.00) and the share which he holds in trust for the use and benefit of JOYCE M. McCLAIN for FIVE DOLLARS ($5.00) and subject also to the terms of an Agreement of Sale attached hereto and made a part hereof

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All being subject to the approval and ratification of this Honorable Court.

R. Earl Frederick
Trustee

We, JOAN M. ARCHER and JOYCE M. McCLAIN by her Guardian ad litem, being all of the parties in interest to the property mentioned in this Report of Sale, do hereby consent to an immediate ratification of said sale.

Joan M. Archer

Joyce M. McClain

William John Archer
Guardian ad litem for
Joyce M. McClain

William S. Baldwin
Attorney for Guardian
ad litem

William S. Baldwin
Attorney for:
Joan M. Archer
William John Archer
James Garfield McClain
III

COUNTY OF BALTIMORE, STATE OF MARYLAND to wit:

I HEREBY CERTIFY, that on this 11TH day of September, 1962, personally appeared R. EARL FREDERICK, Trustee and he made oath in due form of law that the sale herein reported is a fair and reasonable sale and that the matters and things therein set forth are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

David B. Wilson

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R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	
vs.	:	IN THE CIRCUIT COURT
JOAN M. ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	FOR
WILLIAM JOHN ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
JOYCE M. McCLAIN 108 South Meadow Drive Glen Burnie, Maryland	:	NO. 14710
JAMES GARFIELD McCLAIN III Magothy Beach Pasadena, Maryland	:	

AFFIDAVIT

I HEREBY CERTIFY, that before me a Notary Public in and for Anne Arundel County, State of Maryland personally appeared JAMES GARFIELD McCLAIN III and JOYCE M. McCLAIN purchasers in the above proceedings and they made oath in due form of law that they are acting for themselves and not as agents for anyone and that there are not any others interested as principals and that they have not directly or indirectly discouraged anyone from bidding for the said property.

As witness my hand and Notarial Seal this 21st day of September, 1962.

John Eugene Brown

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R. EARL FREDERICK Administrator of the Estate of John Andrew Raab 24 W. Pennsylvania Avenue Towson 4, Maryland	:	LIBER 143 PAGE 424
vs.	:	IN THE CIRCUIT COURT
JOAN M. ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	FOR
WILLIAM JOHN ARCHER 8617 Willow Oak Road Towson 4, Maryland	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
JOYCE M. McCLAIN 108 South Meadow Drive Glen Burnie, Maryland	:	NO. 14710
JAMES GARFIELD McCLAIN III Magothy Beach Pasadena, Maryland	:	

ORDER OF RATIFICATION

Upon the aforegoing Report of Sale, exhibit and consent to immediate ratification attached thereto, it is by the Circuit Court for Anne Arundel County this 25th day of September, 1962

ORDERED that the sale made by R. EARL FREDERICK, Trustee for the sale of the real estate described in the proceedings in the above entitled cause and reported by said R. EARL FREDERICK, Trustee to this Court on the 30 day of August, 1962, be and the same is hereby finally ratified and confirmed, and that the said Trustee be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

George Sachse
Judge

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1962 SEP 25 AM 10:11

47.

LIBER 143 PAGE 425

In the Case of

R. EARL FREDERICK, Administrator of the Estate of JOHN ANDREW RAAB

vs.

JOAN M. ARCHER, WILLIAM JOHN ARCHER, JOYCE M. McCLAIN, JAMES GARFIELD McCLAIN III

In the

Circuit Court

For

Anne Arundel County

No. 14,710 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.

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All of which is respectfully submitted.

December 6, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th 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.

Clerk

Per: , deputy

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Dr. R. EARL FREDERICK, Administrator of the Estate of JOHN ANDREW RAAB vs.
JOAN M. ARCHER, WILLIAM JOHN ARCHER, JOYCE M. McCLAIN, JAMES GARFIELD MCCLAIN III

In Acct. with R. EARL FREDERICK, Trustee

						Cr.
1962						
Aug.	30	Proceeds of Sale	8,005	00	8,005	00
		1962 County and State taxes adjusted 1 month 25 days	30	33		
		Refund from purchasers of prepaid items included in settlement costs	200	40		
		Rebate on Fire Insurance	29	60	260	33
					8,265	33
		To Trustee for Commissions, viz:	270	15	270	15
		To Trustee for Court Costs, viz:				
		Plaintiff's Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	81	75		
		Gilbert G. Miller, Sheriff - costs	6	00		
		Joseph W. Alton, Jr., Sheriff - costs	1	45		
		John G. Rouse, Jr. - Examiner fee	10	00		
		Conchita Tuers - Stenographer fee	16	00		
		William John Archer - Guardian ad litem-fee	4	00		
		Defendants Solicitors appearance fee	10	00		
		Auditor - stating this account	45	00	184	20
		To Trustee for Expenses, viz:				
		H. Warren Crawford, appraisal fee	50	00		
		Henry M. Bachman, appraisal fee	50	00		
		John A. Blondell, Attorney fee - Court Order	150	00		
		Globe Indemnity Co. - Trustee bond premium	34	00		
		Settlement costs as per Contract of Sale	457	28	741	28
		To. R. Earl Frederick, Administrator of the Estate of John Andrew Raab, the following, viz:				
		Register of Wills for A.A.Co.-Court costs	20	75		
		William N. Baldwin and Edward N.C. Bradley - appraisers fee	50	00		
		Globe Indemnity Company - Bond premium	10	00		

	Capital Gazette Press - Adv. Notice to Creditors	20	00	100	75
	To Capital Savings & Loan Association				
	Payment in full of Mortgage balance	4,694	15	4,694	15
	To Register of Wills - direct Inheritance				
	tax on balance for distribution of $2,274.80	22	75	22	75
	To Joan M. Archer, Distribution as per terms				
	of agreement of sale less direct inheritance				
	tax	2,252	05	2,252	05
				8,265	33

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LIBER 143 PAGE 428

ANNE ARUNDEL COUNTY WELFARE BOARD Annapolis, Maryland	*	
Complainant	*	
vs.	*	NO. 14,731 EQUITY
CAROL L. YOUNGBAR and PIERCE A. YOUNGBAR, her husband 903 Stoll Street Brooklyn Baltimore 25, Maryland	*	IN
DOROTHEA A. SEARS and HAROLD A. SEARS, her husband 48 S. Fulton Avenue Baltimore 23, Maryland	*	THE CIRCUIT COURT
CARL H. LONG, an infant c/o Mrs. Dorothea A. Sears 48 S. Fulton Avenue Baltimore 23, Maryland	*	FOR
Serve additional copy upon Mrs. Dorothea A. Sears, as the adult person with whom the said Carl H. Long now resides and who has actual custody and care of said infant.	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * * * *

CREDITOR'S BILL FOR SALE OF DECEDENT'S REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Anne Arundel County Welfare Board, by Marvin H. Anderson, its Solicitor, suing for itself and all other creditors of George H. Long, late of Anne Arundel County, deceased, complaining, says:

FIRST: That your Orator is a creditor of the late George H. Long, deceased, for old age assistance benefits rendered to him in his lifetime in the total amount of EIGHT THOUSAND, TWO HUNDRED SIXTY-ONE DOLLARS and NINETY-TWO CENTS ($8,261.92).

FILED

1961 DEC -4 PM 4:13

SECOND: That the said George H. Long being so indebted as aforesaid unto Your Orator and unto divers other persons died intestate on the twelfth day of February, 1960, leaving personal estate insufficient to pay his just debts and leaving as his only heirs at law his two granddaughters, to wit: Dorothea A. Sears and Carol L. Youngbar and his one grandson, to wit, Carl H. Long, all respondents herein, who are the only children of Carl Long, the only son and child of said George H. Long, the said Carl Long having died on August 6, 1959, thereby predeceasing the said George H. Long; and that the said respondent, Carl H. Long, is a minor child, now eighteen years of age.

THIRD: That the said George H. Long died seized and possessed in fee simple of certain improved real estate located in the Third Election District of Anne Arundel County in the State of Maryland, described in a deed from Lillie May Pfaff, widow, to the said George H. Long and Dorothea Long, his wife, dated May 6, 1954, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 835, Folio 488, in which the said property was conveyed to the said George H. Long and Dorothea Long, his wife, as tenants by the entireties, as follows:

> Lots numbered 101 and 102 on a plat of Cresston Park, as surveyed by J. Spence Howard, surveyor and civil engineer, which said plat was recorded among the plat records of Anne Arundel County in Plat Book Liber G.W., Section 3, Folio 221, and now recorded among said plat records in Plat Book No. 15, Folios 35 and 36.

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FOURTH: That the said Dorothea Long predeceased the said George H. Long.

FIFTH: That no letters of administration have been granted by the Orphans Court of Anne Arundel County upon the estate of the said George H. Long, and no application has been made by anyone for said letters of administration.

TO THE END, THEREFORE:

(a) That the aforesaid real estate of George H. Long, deceased, may be sold for the payment of the aforesaid debt of the decedent contracted during his lifetime, and for the satisfaction of the authenticated claims of such other creditors as shall come in and contribute to the costs of these proceedings.

(b) That Marvin H. Anderson be appointed Trustee by this Honorable Court to make the sale of said property.

(c) That notice be given to all creditors of the said George H. Long, deceased, to file their duly authenticated claims herein.

(d) That a Guardian Ad Litem may be appointed to appear and answer for the said infant Respondent, Carl H. Long.

(e) And for such other and further relief as this case may require.

AND, AS IN DUTY BOUND, etc.

Marvin H. Anderson

Marvin H. Anderson
Attorney for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of December, 1961, before me, the subscriber, a Notary Public of the State

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of Maryland, in and for the county aforesaid, personally appeared Esther Holahan who made oath in due form of law that she is Director of the Anne Arundel County Welfare Board and that the matters and facts set forth in the foregoing Creditor's Bill are true and correct to the best of her knowledge and belief.

Esther Holahan

Esther Holahan

AS WITNESS my hand and seal notarial.

Marian B. Stockett

Notary Public

ORDER OR COURT

UPON the foregoing Petition and Affidavit, it is this 7th day of December, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Marian B. Stockett be and she is hereby appointed Guardian Ad Litem for Carl H. Long, the infant Respondent in the above case, to appear and answer for the said infant respondent.

D. Bruce Dunkelberg

Judge

FILED

1961 DEC -8 AM 10:51

4

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 14,731 EQUITY
Annapolis, Maryland	*	IN
Complainant	*	THE CIRCUIT COURT
vs.	*	FOR
CAROL L. YOUNGBAR, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Carl H. Long, one of the Respondents in this cause, by Marian B. Stockett, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Anne Arundel County Welfare Board, against him in this Court exhibited, respectfully shows:

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

AND, AS IN DUTY BOUND, etc.

Marian B. Stockett

Marian B. Stockett
Guardian Ad Litem

FILED
1962 JAN 16 PM 4:03

5

ANNE ARUNDEL COUNTY WELFARE BOARD * NO. 14,731 EQUITY
vs. IN
CAROL L. YOUNGBAR, et al * THE CIRCUIT COURT
FOR
* ANNE ARUNDEL COUNTY

LIBER 143 PAGE 433

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 16th day of January, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Marvin H. Anderson, attorney for Anne Arundel County Welfare Board

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.)

that he has no knowledge or belief that Carol L. Youngbar, Pierce A. Youngbar, Dorothea A. Sears, and Carl H. Long, the defendants, are in the military service of the United States, and therefore, avers that to the best of his information, knowledge, and belief that the said defendants are

~~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 day of January, 1962.

Notarial Seal

Marian B. Stockett
Notary Public

My Commission will expire on: May 6, 1963.

Filed,

FILED
1962 JAN 16 PM 4:03

6

ANNE ARUNDEL COUNTY WELFARE BOARD	&	NO. 14,731 EQUITY
	*	IN
Complainant	*	THE CIRCUIT COURT
vs.	*	FOR
CAROL L. YOUNGBAR, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * *

LIBER 143 PAGE 434

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiff, Anne Arundel County Welfare Board, by Marvin H. Anderson, its attorney, respectfully shows unto Your Honors:

1. That the Respondents, Carol L. Youngbar and Pierce A. Youngbar, her husband, Dorothea A. Sears and Harold A. Sears, her husband, have each been duly summoned by the Sheriff of Baltimore City on December 14, 1961, as will more fully appear from the return of said sheriff heretofore made in this case.

2. That none of said Respondents has either appeared or answered to the Bill of Complaint and summons as required by the summonses served upon them as aforesaid, as will be seen by reference to said summonses, although the time for so doing has expired.

WHEREFORE, your Petitioner prays that the Bill of Complaint may be taken pro confesso as against each of said Respondents.

Marvin H. Anderson

Marvin H. Anderson
Attorney for Plaintiff

FILED

1962 JAN 16 PM 4:03

7

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 14,731 EQUITY
	*	IN
Complainant	*	THE CIRCUIT COURT
vs.	*	FOR
CAROL L. YOUNGBAR, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

DECREE PRO CONFESSO

The Respondents, Carol L. Youngbar and Pierce A. Youngbar, her husband, Dorothea A. Sears and Harold A. Sears, her husband, having each been duly summoned, have all failed to appear to the Bill of Complaint and have all failed to answer the same although the time for so doing has expired.

It is, thereupon, this 17th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken Pro Confesso against each of said Respondents.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill upon giving due notice to each of said Respondents of the time and place of taking of testimony.

Judge

FILED

1962 JAN 17 PM 3:06

LIBER 143 PAGE 435

Equity No. 14,731

January 24, 1962

Mrs. Carol L. Youngbar
Mr. Pierce A. Youngbar
903 Stoll Street
Baltimore 25, Maryland

Mrs. Dorothea A. Sears
Mr. Harold A. Sears
48 S. Fulton Avenue
Baltimore 23, Maryland

Mrs. Marian Stockett
Guardian Ad Litem for
Carl H. Long, an infant
Courthouse, Annapolis, Maryland

Dear Mesdames and Dear Sirs:

You are hereby advised and notified that on Thursday, February 15, 1962, at 9:15 o'clock A.M., testimony will be taken before Mr. Emanuel Klawans, one of the standing examiners in Equity of the Circuit Court for Anne Arundel County, for the purpose of substantiating the allegations contained in the Bill of Complaint which seeks the passage of a decree for the sale of certain real estate in the Third Election District of Anne Arundel County, in the State of Maryland, of which the late George H. Long died seized and passessed. This Equity case is identified as No. 14,731 Equity, in the Circuit Court for Anne Arundel County.

This testimony will be taken in the offices of the Court Stenographer on the Second Floor of the Anne Arundel County Court House, Church Circle, Annapolis, Anne Arundel County, Maryland.

If any of you have witnesses they may also attend and testify.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson
Assistant County Solicitor

FILED
1962 JAN 30 PM 12:14

MHA/s

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LIBER 143 PAGE 431

LIBER 143 PAGE 4[illegible]

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

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

Mrs. Carol Youngbar
Mr. Pierce A. Youngbar

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs. Carol Youngbar

DATE DELIVERED: 1/27/62

ADDRESS WHERE DELIVERED *(only if requested in item #1)*:

C55—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

No. 452051

SENT TO: Carol L. Youngbar
Pierce A. Youngbar

STREET AND NO.: 903 Stell St.

CITY AND STATE: Balt 25, Md.

POSTMARK OR DATE: 1/25/62

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

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

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 1/26/62

ADDRESS WHERE DELIVERED *(only if requested in item #1)*:

C55—16—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—20¢

No. 452052

SENT TO: Mr. Harold [illegible]
Mrs. Dorothea [illegible]

STREET AND NO.: 48 S. Dulton Ave.

CITY AND STATE: Balt. 23, Md.

POSTMARK OR DATE: 1/25

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
CAROL L. YOUNGBAR, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 14,731 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PETITIONER

February 15, 1962

Present:

Mr. Marvin H. Anderson, Solicitor for Plaintiff

Mr. Emanuel Klawans, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Esther Holahan, pages 2 - 4

Carol Youngbar, pages 5 - 8

Marvin H. Anderson, page 9

Vinton T. Bull, pages 10 - 12

Eldridge S.Wilkerson, pages 13 - 15

FILED

1962 MAR 20 PM 12:31

10

Esther Holahan, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

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

A. Mrs. Esther Holahan, RD #4, Annapolis.

2. And your occupation please?

A. Director for the Anne Arundel County Welfare Board.

3. And that is the plaintiff in this case, is that correct?

A. Yes.

4. Will you tell us what the official records of the Anne Arundel County Welfare Board disclose with respect to any claim by the Welfare Board against the estate of the late George H. Long, deceased?

A. We have a claim totaling $8,261.92 against Mr. Long's estate for funds received from the Welfare Department during his lifetime. They were for General Public Assistance, $248.10; and for Old Age Assistance, $8,261.92.

5. Was that claim filed in the Orphan's Court for Anne Arundel County?

A. Yes, it was.

6. Do you have that or a copy of it with you now?

A. Yes, I do.

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

7. When did Mr. Long die according to your knowledge and records?

11

A. February the 12th, 1960 in Annapolis.

8. From your investigation did he leave any personal effects or personal estate at the time of his death?

A. None that we were aware of with the exception of the real estate.

9. Do you have any description of the real estate?

A. Yes, it is described as being Lots 101 and 102, and house, in the Third District with the address RD #1, Arnold. The deed was dated January the 27th, 1921, Liber W.N.W. 36, folio 223.

(LEAVE RESERVED TO FILE CERTIFIED COPY OF DEED MARKED EXAMINER'S EXHIBIT NO. 2)

10. Does your investigation show or do the official records of the Welfare Board disclose the existence of any Last Will and Testament of the deceased, George H. Long?

A. No.

11. What heirs did the said George H. Long leave surviving him according to your information and records?

A. A son, Carl Long.

12. Were there any others?

A. None others that we knew of.

13. What was the source of your information pertaining to that heir?

A. That was information given to us by Mr. Long at the time he applied for assistance.

14. What date was that, if you know?

A. February, 1946.

15. Do your records disclose whether or not the said George H.

12

Long was married or had a wife living?

A. At the time of his death his wife, Dorothyy was deceased.

16. Was Mr. Long married or unmarried at the time of his death?

A. He was unmarried.

17. Do your records show whether or not the son, Carl Long, was an adult or infant at the time of the death of George H. Long?

A. We assumed that he was an adult because he was listed as working at the General Motors Corporation.

13

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. . Esther Holohan

14

Carol Youngbar, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Please give us your full name and current address?

A. Mrs. Carol L. Youngbar, 903 Stoll Street, Baltimore 25, Maryland.

2. Are you one of the respondents in this case, that is one of the persons against whom suit has been filed?

A. Yes.

3. And you received a summons?

A. Yes, I did.

4. What is your relationship to George H. Long, the deceased debitor in this case?

A. Granddaughter.

5. Now will you tell us when your Grandfather, George H. Long, died according to your recollection and information?

A. As far as I know it was February the 12th, 1960.

6. And where did he die?

A. In the Annapolis Hospital.

7. Now did he die leaving a Last Will and TEstament to your knowledge?

A. Not to my knowledge.

8. When he died did he leave any personal effects or personal property?

A. The only thing I know of is the house and ground.

9. Are you speaking of the real estate now?

A. Yes.

10. Will you describe briefly the location of the real estate?

15 A. W

A. Well that would be something difficult for me to do because I don't know that much about real estate but I know it is not very large. It has a little house on it and it is near some water, and I guess you would call it Cresston Park, and that's all I know.

11. In the Third Election District?

A. I wouldn't know.

12. Is this the property which was originally conveyed to him in 1920 from Joseph Hoffman Jacobs and Anna Jacobs, his wife?

A. As far as I know.

13. Is this the house in which your Grandfather lived prior to his death?

A. Yes, sir.

14. What type of house is it?

A. It has three small rooms and a porch the length of the house and an outside toilet. It doesn't have any facilities inside. It just has electric.

15. Now at the time your grandfather, George H. Long, died did he leave surviving him a wife and widow or did his wife die before him?

A. Well Grandmom died before Grandfather.

16. And your Grandfather, George H. Long, never remarried before his death?

A. No.

17. At the time of the death of your Grandfather, George H. Long, what heirs at law did he leave surviving him?

A. Well he had several sisters and brothers.

16

18. First of all let me ask you this, before we get into the question of sisters and brothers. During his lifetime did your Grandfather, George H. Long, was he the father of any children?

A. He had one son, who is my father.

19. What is your father's name?

A. Carl Long.

20. Now did Carl Long, the son, die before George H. Long, your Grandfather?

A. Yes, he did.

21. Now did your grandfather, George H. Long, or was he the father of any other children other than your father, Carl Long?

A. Not to my knowledge.

(Mr. Klawans)

1. Your father died before your Grandfather?

A. Yes, sir.

(Mr. Anderson)

22. What children or decendents did your father, Carl Long, have living at the time of the death of your Grandfather, George H. Long?

A. My sister, Dorothea Sears and my brother, Carl H. Long, and myself.

23. Were there any others?

A. And his sisters and brothers I don't know very well at all.

24. Whose sisters and brothers?

A. My Grandfather's.

25. During his lifetime, didyour father, Carl Long, was he the

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father of any children other than the three that you have just mentioned?

A. Not to my knowledge.

26. How old is the respondent, Carl H. Long?

A. I believe he is eighteen.

27. Is he the only one of the three of you who is a minor?

A. Yes.

28. At the time of his death or after his death were any Letters of Administration taken out on the estate of your Grandfather, George H. Long, as far as you know?

A. I don't think so, but I am not sure though.

18

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. Carol Younghar.

19

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

For the record we have caused the title of the real estate to be examined, this real estate of which George H. Long died seized, to be examined, and from such examination it appears that no Letters of Administration have ever been taken out on the estate of George H. Long, and that no Last Will and Testament for George H. Long has been found in the Orphan's Court for Anne Arundel County.

20

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . No . . . . . .

Signature. . . . . Marvin H. Anderson . . . . . .

21

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

(Mr. Anderson)

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

A. Vinton T. Bull, Edgewater, Maryland.

2. What is your occupation?

A. Supervisor of Assessments.

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

A. I did.

4. Are you familiar generally with the value of land in this County?

A. Yes, sir.

5. And in addition to the appraisals which you have made as Supervisor of Assessments, have you been called upon to make appraisals of real estate for other purposes in this County?

A. In cases such as this and in the closing out of estates.

6. Well approximately how many occasions would you say?

A. I would say approximately fifty or sixty.

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

A. I have.

8. Are you familiar with the value of real estate in the Greston Park subdivision in the Third Election District of Anne Arundel

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County?

A. Yes, sir.

9. Now specifically have you had occasion to appraise the real estate of the decedent in this case, George H. Long, known as Lots 101 and 102 as shown on the plat of Cresston Park which is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 35 and 36?

A. I have.

10. Will you describe the real estate and tell us of what it consists?

A. The property is located, known as 101 and 102 Cresston Park, Third Election District of Anne Arundel County. These lots are only in fair condition. They are partly grown up. They are improved by a frame cottage which has no convenience at all, just stove heat in it and no lavoratory facilities and very cheap.

11. Have you actually visited this property for the purpose of making an appraisal?

A. I did.

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

A. $1,050.00.

13. Is the property susceptible now or in the future of division in kind or partition among the various heirs of George H. Long, deceased?

A. No, I don't think it could be divided.

23

14. Why do you say that?

A. Well it is too small. The only fair thing to do would be to sell it and divide the proceedings, the proceeds.

24

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature. Winston T. Bell . . .

25

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

(Mr. Anderson)

1. Mr. Wilkerson, will you tell us your full name and current address?

A. Eldridge S. Wilkerson, Tracey's Landing, Maryland.

2. What is your occupation, sir?

A. Assistant Supervisor of Assessments.

3. In the course of your official duties as Assistant Supervisor of Assessments for Anne Arundel County have you had occasion to appraise many parcels of real estate in Anne Arundel County?

A. Yes, I have.

4. Now other than these appraisals have you also been called upon from time to time to make appraisals of real estate in Anne Arundel County for others not connected with your official duties?

A. I have.

5. Will you tell us approximately how many such occasions?

A. Approximately fifteen or eighteen.

6. Have you previously testified concerning the value of real estate in this County before one or more of the standing Examiners in Equity of this Court?

A. Yes.

7. Specifically now are you familiar with the values of real

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estate in the Cresston Park subdivision located in the Third Election District of Anne Arundel County?

A. I am.

8. Have you had an occasion to make an appraisal of the real estate in this case of which the decedent, George H. Long, died owning which is shown and designated as Lots 101 and 102 on the Plat of Cresston Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 35 and 36?

A. Yes, I have.

9. Have you actually inspected this particular property?

A. I did.

10. Will you tell us of what this real estate consists and where it is located?

A. Well it is located in the Third Election District in the Cresston Park subdivision, Lots 101 and 102. They are small lots and they are improved by a frame cottage. The cottage is very cheap and no modern conveniences there at all.

11. What in your opinion is the current fair market value of this real estate?

A. I would say about $1050.00.

12. In your opinion is the property now or in the future susceptible of division in kind or partition among the various heirs at law of the decedent, George H. Long, concerning which you have heard testimony this morning?

A. Due to the shape of the ground and the size of it I don't see how it could be divided to be of any advantage to anyone. If it was sold it might be alright for one but I don't see how it

27

could be divided.

13. What in your opinion is the best thing to be done with this real estate at the present time?

A. I don't see how much of anything could be done only to be sold in its entirety.

14. And divide the proceeds among those entitled?

A. That's right.

28

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Eldridge S. Wilkinson

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

I hereby certify that the aforegoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 20th day of March, 1962.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

S.M. $15.00

30

Annapolis, Maryland
March 21, 1960

Estate of: GEORGE H. LONG
Arnold, Maryland

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

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937, (Special Session) $8,261.92

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

I hereby certify that on this 21st day of March, 19 60 before me the subscriber, a Notary Public in and for Anne Arundel County, State of Maryland aforesaid, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and made affidavit to the correctness of the aforegoing bill.

Witness my hand and Notarial seal.

Alice R. Whitmore
, Notary Public

mer

Examiner's Exh. 1
E. Clevenger, Examiner

1962 MAR 20 PM 2:31

31

THIS DEED, Made this 6th day of May in the year One Thousand Nine Hundred and Fifty-Four, by and between Lillie May Pfaff, Widow, of Baltimore City, State of Maryland, of the first part, and George H. Long and Dorothea Long, his wife, as tenants by the entireties, of Anne Arundel County, Maryland, of the second part.

WITNESSETH, that in consideration of Five Dollars and other good and valuable considerations the said party of the first part doth grant and convey to the said parties of the second part, their heirs and assigns in fee simple, all those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots 101 and 102, on a plat of survey of Cresston Park, as surveyed by J. Spence Howard, surveyor and civil engineer, August 1920, which said plat is recorded among the Land Records of Anne Arundel County, in plat book G.W. Section 3, Folio 221.

BEING the same property which by deed date May 6, 1954 and recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by George H. Long and wife, to the grantor above.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, privileges, appurtenances, and advantages to the same belonging or in any wise appertaining. Excepting, however, the use of the use of the running water now piped to the house. Whenever the said grantor so desires it is agreed and understood that the grantees have no claim to the service of the running water and that the grantor may disconnect or cut off the running water at any time the grantor sees fit.

TO HAVE AND TO HOLD the said described property and premises above mentioned and hereby conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

mailed to George N. Long 7-27-54

No stamp required

grantees, their heirs and assigns, in fee simple, subject to the following conditions and restrictions imposed for the benefit of all lots which the grantees, by acceptance of this deed agrees, for themselves, their heirs, and assigns, to abide by and perform.

(1) The house or building line shall be at least fifteen feet back from the street line, or twenty-five feet from the shore line, as the case may be; but the boat houses or wharves may be erected at the shore line, as the case may be; No building of any character shall extend nearer than five feet to the lines of the owner of the adjoining lot, unless both lots belong to the same owner.

(2) No garage or other out building shall be erected nearer to the road or street on which the lots front than twenty-five feet, or nearer to the shore line than twenty-five feet as the case may be.

(3) At no time shall the above described lots or any part thereof or any building thereon erected be sold, leased or occupied by any Negro or person of Negro descent; this provision not to include occupancy by servants, domestics or employees of the owner or occupant of the above described lots.

(4) Toilets or privies shall always be erected to the rear of the buildings and at least fifty feet from the shore line and same shall always be constructed in such approved manner as not to be a breeding place for flies and mosquitoes, and not to pollute the ground and menace the purity of the water or contaminate the springs or wells now or in the future.

(5) That not more than one horse and one cow shall be kept upon any of said lots, and no horse or cow shall be kept upon said lots if allowed to run at large. That no pigs shall be kept on said lots under any circumstances and that no other domesticated or wild animals except the said one horse and one cow shall be kept or

raised on any of said lots after notice in writing from any two residents living within 1000 feet of such lots has been served upon the then occupants stating that such animal or animals are objectionable to them. This does not apply to fowl or dogs, provided that the fowls or dogs are kept within the enclosure.

AND the said grantor hereby covenants that she will warrant the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said grantor.

WITNESS:

Henry M. Bachman

Henry M. Bachman

Lillie May Pfaff (SEAL)

Lillie May Pfaff

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

I HEREBY CERTIFY, that on this 6th day of May, Nineteen Hundred and Fifty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Lillie May Pfaff, the grantor in the above set out deed, and acknowledged the foregoing deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL

Henry M. Bachman

Henry M. Bachman, Notary Public

HENRY M. BACHMAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Recorded: June 1, 1954 at 10.20 A.M.

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LIBER 143 PAGE 463

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing..Deed.....is truly taken and copied from Liber J.H.H.... No...835..... folio....488..... one of the .....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this...15th day of....February, A. D., 1962.

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

34A

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 14,731 EQUITY
	*	IN
Complainant	*	THE CIRCUIT COURT
vs.	*	FOR
CAROL L. YOUNGBAR, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

D E C R E E

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

It is thereupon this 19th day of July, in the year nineteen hundred sixty-two by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That there is due to the Anne Arundel County Welfare Board from the estate of George H. Long, Deceased, the sum of Eight-Thousand, Two Hundred Sixty-One Dollars and Ninety-Two Cents ($8,261.92) for Old Age Assistance and General Assistance Benefits and that there are no funds or personal estate of said George H. Long with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that Marvin H. Anderson 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 with a surety or sureties to bee approved by this Court or the Clerk thereof in the penalty of ~~Eight~~ One Thousand Dollars ($~~[illegible]~~ $1000.00) conditioned for the faithful performance of the trust reposed in him by this Decree or which may be reposed in him by any future Order or Decree in the premises.

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

A deposit of Three Hundred Fifty Dollars ($350.00) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale at the rate of Six Per Centum (6%) per Annum; and, if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

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

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

And it appearing to the Court that there has been no administration upon the estate of George H. Long, the said Trustee is directed during the time the notice of the sale is published in the newspaper to give notice to each of their respective creditors to file their claims in this Court in the office of the Clerk thereof, within ninety (90) days of the first insertion of said notice to creditors.

D Boone Duckett
Judge

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1962 JUL 19 PM 3:57

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 14,731 EQUITY
	*	IN
Complainant	*	THE CIRCUIT COURT
vs.	*	FOR
CAROL L. YOUNGBAR, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	
	*	

* * * * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we Marvin H. Anderson of Annapolis, Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Law of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand ($1,000.00) 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 2nd day of August, in the year of our Lord one thousand and nine hundred and sixty-two.

WHEREAS, the above bounden Marvin H. Anderson was appointed Trustee by virtue of a Decree of the Honorable, the Judge of the Circuit Court of Anne Arundel County, dated July 19, 1962, to make sale of the property mentioned in the proceedings in the case of Anne Arundel County Welfare Board, Complainant vs. Carol L. Youngbar, et al, Respondents, known as 14,731 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin H. Anderson does and shall well and faithfully perform the trust reposed in him by said Decree, or

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that may be reposed in him by any future Decree or Order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marvin H. Anderson (SEAL)
Marvin H. Anderson

Signed, Sealed and delivered
in the presence of

Myrtle Peterson

NATIONAL SURETY CORPORATION

By Marvin H. Anderson
Attorney in Fact

Bond approved this 2 day of August, 1962
Vernon E. Owings, Acting Clerk

FILED
1962 AUG -2 PM 12:04

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NOTICE TO CREDITORS

LIBER 143 PAGE 469

ANNE ARUNDEL COUNTY WELFARE BOARD vs. CAROL L. YOUNGBAR, et al, Heirs of George H. Long, Deceased. NO. 14,731 EQUITY, IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The undersigned Trustee in the above-named case, pursuant to a decree of the Circuit Court for Anne Arundel County, passed on the 19th day of July, 1962, hereby gives notice to all persons having claims against the estate of George H. Long, late of Anne Arundel County, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County in the above-mentioned case on or before the 10th day of ~~October~~ November, 1962.

Marvin H. Anderson, Trustee

Marvin H. Anderson, Trustee

(To be published in the Maryland Gazette once each week for four successive weeks, the first insertion to appear Thursday, August 9, 1962)

FILED

1962 AUG -2 PM 12:04

40

Publish in Maryland Gazette August 9, 16, and 23, 1962

LIBER 143 PAGE 470

OFFICE OF COUNTY SOLICITOR

LAW DEPARTMENT

Court House

Annapolis, Maryland

Larger Type

TRUSTEE'S SALE

of valuable improved property fronting on north side of Shore Road, Cresston Park, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending where Anne Arundel County Welfare Board is the complainant and Carol L. Youngbar and others are respondents, entitled No. 14,731 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, AUGUST 28, 1962

At 11:00 o'clock A. M.

All those two lots of ground situate on the north side of Shore Road which are shown and designated as Lots Numbered 101 and 102 on the plat of Cresston Park, as surveyed by J. Spence Howard, Surveyor, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 15, Page 35 and 36, saving and excepting therefrom so much thereof which was conveyed by George H. Long and Dorothy Long, his wife, and others, to the County

FILED

1962 AUG -2 PM 12:04

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Commissioners of Anne Arundel County by deed dated April 5, 1926, and recorded among the land records of Anne Arundel County in Liber W.M.B. No. 22, Folio 238, for the widening of said Shore Road, and subject, nevertheless, to the restrictions which are contained in deed from Lillie M. Pfaff, widow, to George H. Long and Dorothea Long, his wife, dated May 6, 1954, and recorded among the aforesaid land records of Anne Arundel County in Liber J.H.H. No. 835, Folio 488.

Improved by a frame cottage.

TERMS OF SALE: Three Hundred Fifty ($350.00) Dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN H. ANDERSON
Trustee

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OFFICE OF COUNTY SOLICITOR
LAW DEPARTME
Court House
. Anuapolis, Maryland

Trustee's Sale

of valuable improved property fronting on north side of Shore Road, Cresston Park, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a eause in said Court pending where Annc Arundel County Welfare Board is the complainant and Carol L. Youngbar and others are respondents, entitled No. 14,731 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis Maryland, on

TUESDAY, AUGUST 28, 1962 at 11:00 O'clock A.M.

All those two lots of ground situate on the north side of Shore Road whieh are shown and designated as Lots Numbered 101 and 102 on the plat of Cresston Park as surveyed by J. Spence Howard Surveyor, whieh said plat is not recorded among the plat records of Anne Arundel County in Plat Book No. 15, Page 35 and 36, saving and excepting therefrom so much thereof whicb was conveyed by George H. Long and Dorothy Long, his wife, and others, to the County Commissioners of Anne Arundel County by deed dated April 5, 1926, and recorded among the land records of Anne Arundel County in Liber W.M.B No. 22, Folio 238, for the widening of said Shore Road, and subject nevertheless, to the restrictions whieh are contained in deed from Lillie M. Pfaff, widow, to George H. Long and Dorothea Long, his wife, dated May 6, 1954, and recorded among the aforesaid land records of Anne Arundel County in Liber J.H.H. No. 835. Folio 488.

Improved by a frame cottage.

TERMS OF SALE: Three hundred Fifty ($350.00) Dollars in cash or by certified cheek will be required of the purchaser at the time and place of salc, the balancc in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all eash at time of salc. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

MARVIN H. ANDERSON
Trustee
GEORGE W. SCIBLE
Auctioneer

A-23

43

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 472

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 24, 1962

We hereby certify, that the annexed
Trustee's Sale
Eq. 14,731
Carol L. Youngbar

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of August, 1962. The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 AUG 28 PM 12 55 By H. Tilghman

OFFICE OF COUNTY SOLICITOR
LAW DEPARTMENT
Court House
Annapolis, Maryland

LIBER 143 PAGE 473

TRUSTEE'S SALE

OF VALUABLE IMPROVED PROPERTY FRONTING ON NORTH SIDE OF SHORE ROAD, CRESSTON PARK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending where Anne Arundel County Welfare Board is the complainant and Carol L. Youngbar and others are respondents, entitled No. 14,731 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, AUGUST 28, 1962

AT 11:00 O'CLOCK A. M.

All of those two lots of ground situate on the north side of Shore Road which are shown and designated as Lots Numbered 101 and 102 on the plat of Cresston Park, as surveyed by J. Spence Howard, Surveyor, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 15, Page 35 and 36, saving and excepting therefrom so much thereof which was conveyed by George H. Long and Dorothy Long, his wife, and others, to the County Commissioners of Anne Arundel County by deed dated April 5, 1926, and recorded among the land records of Anne Arundel County in Liber W. M. B. No. 22, Folio 238, for the widening of said Shore Road, and subject, nevertheless, to the restrictions which are contained in deed from Lillie M. Pfaffe, widow, to George H. Long and Dorothea Long, his wife, dated May 6, 1954, and recorded among the aforesaid land records of Anne Arundel County in Liber J. H. H. No. 835, Folio 488.

Improved by a frame cottage.

TERMS OF SALE: Three Hundred Fifty ($350.00) Dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all by cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

350
140
~~1962~~ 2020 FILED AUG 28 PM 3:40

MARVIN H. ANDERSON
Trustee

hh

LIBER 143 PAGE 474

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 28th day of August, in the year, 1962, sold the property described in the within Handbill at and for the sum of ONE THOUSAND TWO HUNDRED Dollars ($ 1,200.00) to Joseph Melvin Peddicord and Alma A. Peddicord ~~(he)(she)(it)~~ (they) being then and there the highest bidder(s) therefor, and I further certify that the sale was fairly made.

his wife

George W. Scible
Auctioneer

AGREEMENT OF PURCHASER(S)

(We)(I) _____ hereby certify that (we)(I) _____ have this 28th day of August, in the Year, 1962, purchased from Marvin H. Anderson, Trustee, the property described in the within Handbill at and for the sum of One Thousand Two Hundred _____ Dollars ($ 1,200.00), and hereby agree(s) to comply with the terms of sale.

WITNESS (our)(my) hand(s) and seal(s):

Joseph Melvin Peddicord (SEAL)

Witness: Alma A. Peddicord (SEAL)

Marvin H. Anderson

1962 AUG 28 PM 3:40

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ANNE ARUNDEL COUNTY WELFARE BOARD

LIBER 143 PAGE 475

NO. 14,731 EQUITY

Complainant

vs.

CAROL L. YOUNGBAR, et al

Respondents

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin H. Anderson, Trustee in this case to make sale of the real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door, Annapolis, Maryland, on Tuesday, August 28, 1962, at 11:00 o'clock, A.M., the time and place so advertised, and then and there proceeded to sell said real estate described as follows: All of those two lots of ground situate on the north side of Shore Road which are shown and designated as Lots Numbered 101 and 102 on the plat of Cresston Park, as surveyed by J. Spence Howard, Surveyor, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 15, Page 35 and 36, saving and excepting therefrom so much thereof which was con-

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1962 AUG 28 PM 3:41

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veyed by George H. Long and Dorothy Long, his wife, and others, to the County Commissioners of Anne Arundel County by deed dated April 5, 1926, and recorded among the land records of Anne Arundel County in Liber W.M.B. No. 22, Folio 238, for the widening of said Shore Road, and subject, nevertheless, to the restrictions which are contained in deed from Lillie M. Pfaffe, widow, to George H. Long and Dorothea Long, his wife, dated May 6, 1954, and recorded among the aforesaid land records of Anne Arundel County in Liber J.H.H. No. 835, Folio 488, Improved by a frame cottage, to Joseph Melvin Peddicord and Alma A. Peddicord, his wife, for the sum of One Thousand Two Hundred Dollars ($1,200.00), they being the highest bidders for said property.

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

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

All of which is respectfully submitted.

Marvin H. Anderson, Trustee

Marvin H. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin H. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal notarial.

Marian B. Stockett

Notary Public

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ORDER NISI

Anne Arundel County Welfare Board

versus

Carol L. Youngbar, et al

LIBER 143 PAGE 477

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,731 Equity

Ordered, this 28th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 1,200.00.

Eleanor L. Owings Acting Clerk.
per ay

True Copy,

Marvin H. Anderson, Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette (Sept.6th Edition)

Anne Arundel County Welfare Board

versus

Carol L. Youngbar, et al

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 PM 12:01

48

Notice To Creditors

ANNE ARUNDEL COUNTY
WELFARE BOARD
VS.
CAROL L. YOUNGBAR, et al,
Heirs of George H. Long,
Deceased.

No. 14,731 Equity
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

The undersigned Trustee in the above-named case, pursuant to a decree of the Circuit Court for Anne Arundel County, passed on the 19th day of July, 1962, hereby gives notice to all persons having claims against the estate of George H. Long, late of Anne Arundel County, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County in the above-mentioned case on or before the 10th day of November, 1962.

MARVIN H. ANDERSON,
Trustee

A-30

OFFICE

LIBER 143 PAGE 478

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1962

We hereby certify, that the annexed

Notice to Creditors
Eq. 14,731
Carol L. Youngbar

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

THE CAPITAL-GAZETTE PRESS, INC.

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No. M. G. 26614 1962 SEP -4 PM 1:47 By H. Tilghman

49

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 14,731 EQUITY
	*	IN
Complainant		
vs	*	THE CIRCUIT COURT
CAROL L. YOUNGBAR, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

LIBER 143 PAGE 479

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of September, in the year Nineteen hundred sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH MELVIN PEDDICORD and ALMA A. PEDDICORD, his wife, who made oath in due form of law that they are the purchasers of the property described in these proceedings, that at the time they purchased the said property they were not acting as agents for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that they have not directly or indirectly discouraged anyone from bidding for the said property.

As witness my hand and seal Notarial.

Fern and Bonnotte
Notary Public

My Commission Expires
May 6, 1963

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1962 SEP 17 AM 10:31

50

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 480

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,731 Equity

Anne Arundel County Welfare Board

versus

CAROL L. YOUNGBAR, et al

Ordered, this 28th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $1,200.00.

ELLEANOR G. OWINGS
Acting Clerk.

True Copy, TEST:

ELLEANOR G. OWINGS
Acting Clerk

S-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,731

Carol L. Youngbar

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.

No. M. G. 26748

FILED

1962 OCT -3 PM 3:34

By H. Tilghman

57

In the Case of

ANNE ARUNDEL COUNTY WELFARE BOARD

VS.

CAROL L. YOUNGBAR and PIERCE A. YOUNGBAR, her husband
DOROTHEA A. SEARS and HAROLD A. SEARS, her husband
CARL H. LONG, an infant

In the

Circuit Court

For

Anne Arundel County

No. 14,731 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 DEC 11 PM 2:56

All of which is respectfully submitted.

December 11, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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: , deputy

FILED
1962 DEC 27 AM 11:21

52

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Dr. ANNE ARUNDEL COUNTY WELFARE BOARD vs CAROL L. YOUNGBAR and PIERCE A. YOUNGBAR, her husband, DOROTHEA A. SEARS and HAROLD A. SEARS, her husband, CARL H. LONG, an infant

In Acct. with MARVIN H. ANDERSON, Trustee

						Cr.
1962						
Aug.	28	Proceeds of Sale	1,200	00	1,200	00
					1,200	00
		To Trustee for Commissions, viz:	66	00	66	00
		To Trustee for Court Costs, viz:				
		Clerk of Court - Court costs	94	75		
		Joseph C. Deegan - Sheriff's fee	18	25		
		Emanuel Klawans - Examiner's fee	10	00		
		Shirley Miller - Stenographer's fee	15	00		
		Marion Stockett - Guardian ad litem fee	4	00		
		Auditor - Stating this account	22	50	164	50
		To Trustee for expenses, viz:				
		Capital Gazette Press - Advertising sale	52	50		
		Capital Gazette Press - Adv. notice to creditors	20	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Whitmore Printing Co. - Handbills	18	54		
		George W. Scible - Auctioneer fee	25	00		
		National Surety Corp. - Bond Premium	10	00		
		Clerk of Court - Certified copy-Deed	3	00		
		One half cost documentary stamps	2	47		
		1962 County & State taxes adjusted (41.94)	28	11		
		Vinton T. Bull - appraiser's fee	15	00		
		Eldridge Wilkerson - appraiser's fee	15	00		
		Marian B. Stockett - notary fee	1	50	206	12

	To Trustee for claims filed, viz:				
	Joseph M. Peddicord and Alma A. Peddicord,				
	his wife, reimbursement taxes, Court Order 9/14/62	147	90		
	Dorothea A. Sears-Court Order 11/16/62	30	00		
	Carol L. Youngbar-Court Order 11/16/62	240	00		
	Estate of Wm. N. Eggeling - Court Order 11/21/62	78	00		
	Anne Arundel County Welfare Board, this				
	balance	267	48	763	38
				1,200	00

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	-OF -
Allen C. Hickman and	*	ANNE ARUNDEL COUNTY
Joyce Radtke Hickman, his wife	*	Equity No. 15,167

* * * * * * *

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 Sep -4 AM 9:48

No. 15167 Equity

THIS MORTGAGE, Made this 15th day of February - - , in the year one thousand nine hundred and sixty-one , between ALLEN C. HICKMAN and JOYCE

NO STAMPS REQUIRED

RADTKE HICKMAN, his wife, - - - of the County of Anne Arundel - , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Ten Thousand Five Hundred and no/100($10,500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent of 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 Eighty-nine and no/100 ($89.00)- - - - - - - - - - commencing on the First - - - day of March - -, 1961, 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.

18011

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 Fifth Election District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe heretofore set in the ground to mark the intersection of the western side of Fort Meade Road with the third line of the land described in a deed from Seth H. Linthicum and wife to George A. May and wife dated February 25, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No.4, folio 235; and running from said point of beginning binding on the western side of said road, North Twenty-nine (29) degrees Forty-six (46) minutes East Fifty-eight (58) feet to an iron pipe herefore set; thence leaving said road and running two lines of division, North Eighty-one (81) degrees Twenty-two (22) minutes West One Hundred Fifty-three and Seven One-hundredths (153.07) feet and South Four (4) degrees Twelve (12) minutes West Sixty-four and Fifty One-hundredths (64.50) feet to the aforesaid third line of George A. May's Land; and thence binding on said line South Eighty-five (85) degrees Fifty-eight (58) minutes East One Hundred Twenty-seven and Fifty-four One-hundredths (127.54) feet to the place of beginning. Containing One Hundred Eighty-nine One-thousandths (.189) of an acre, more or less. Said lot being subject to and having use in common with Grover C. Shipley, his heirs and assigns, of a right of way Five (5) feet wide along the Northern Twenty-seven (27) feet of the third line of said lot, and having the use of in common with Grover C. Shipley, et al, of a right of way Five (5) feet wide as established by said Grover C. Shipley out to Hammond Ferry Road.

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COUNSELLORS AT LAW
BALTIMORE, MD.

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Also being subject to the use of a strip of land Four (4) feet in width along the second line of the herein described lot from the Fort Meade Road back to a garage built in the rear of said lot to form, with a strip of equal width from the lot adjoining on the North, a road Eight (8) feet wide for access to said garage, etc.

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 John Wayson, Sr., and Emma V. Wayson, his wife, to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus, 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 or 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 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; (2) To pay monthly on the payment date shown on Page One, each and every month the sum of Twenty-three and no/100 ($23.00) 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. (In the event the mortgagee holds a prior mortgage on aforesaid property, the payments for such purposes shall only begin upon release of said prior mortgage.) Should such payments be insufficient the mortgagee, its successors or assigns, is 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

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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 any 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 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, interest, 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; which right to possession shall immediately cease and be surrendered in the event of the maturing of the mortgage through default under covenant (7) above.

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 I. Winston 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 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 City/County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under

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BALTIMORE, MD.

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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 mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

IT IS UNDERSTOOD AND AGREED that in consideration of the initial service charge paid by the mortgagors, this mortgage may be pre-paid in whole or part, at any time, without penalty.

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:

Gary S. Wase

Gary S. Wase

Allen C. Hickman (SEAL)
Allen C. Hickman

Joyce Radtke Hickman (SEAL)
Joyce Radtke Hickman

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Allen C. Hickman and Joyce Radtke Hickman, his wife, - known to me (or satisfactorily proven) to be the persons whose names is/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.

Gary S. Wase

Gary S. Wase Notary Public

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

11.00

My Commission expires May 1st, 1961.

Rec'd for record Feb. 12, 1961 at 10:30 A.M.

Mailed to Mezger & Mezger.

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

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H. Allen Mezger, Attorney
named in Mortgage

VS

Allen C. Hickman
and
Joyce Radtke Hickman, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,167

LIBER 143 PAGE 489

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 10,500.00
Less - Total amount paid on account of Principal	$ 600.45	
Less - Credit Expense Account	191.21	791.66
Net Balance	$ 791.66	$ 9,708.34
Plus accumulated interest to September 30th, 1962 (with interest thereafter at rate of 6% per annum)		49.50
Total Amount of Mortgage Indebtedness		$ 9,757.84

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 31st - day of August, in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the 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

Gary S. Wise
Gary S. Wise - - -Notary Public

My Commission Expires May 6th, 1963.

FILED
Sept
1962 SEP -4 AM 9:48

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LIBER 143 PAGE 490

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

No. 15,167 Equity

H. Allen Mezger, Attorney named in Mortgage *vs.* Allen C. Hickman and Joyce Radtke Hickman, his wife	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY Equity No. 15167 ~~DOCKET~~

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, the President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer-*Affiant.* President

Subscribed and sworn to before me this 1st day of October 1962.

Florence E. Hill
Notary Public
Florence E. Hill
My commissipn expires: May 6th, 1963.

FLORENCE E. HILL NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 OCT -2 AM 10:45

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Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 143 PAGE 491

LIBER 11 PAGE 461

No. 15,167 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 Nine Thousand Eight Hundred and No/100 ($9,800.00- - - - *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* 1st *day of* October *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* Allen C. Hickman and Joyce Radtke Hickman, his wife *to* Arundel Federal Savings and Loan Association of Baltimore City

dated February 15, 1961 *and recorded in Liber* GTC *No.* 1457 *folio* 38 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Joyce N. Waltemeyer

Joyce N. Waltemeyer

H. Allen Mezger [SEAL]

H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans

Elsie C. Evans *Attorney-in-Fact*

ATTEST:

L. Pill

L. Pill (Witness as to Surety)

Bond approved this 2nd day of October, 1962

Louis N. Phipps, Clerk

FILED

1962 OCT -2 AM 10:45

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LIBER 143 PAGE 492

H. Allen Mezger, Attorney named in Mortgage

vs.

Allen C. Hickman and Joyce Radtke Hickman, his wife

IN THE CIRCUIT COURT FOR Anne Arundel County

Equity NO. 15167

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 5th day of October, 1962, we sold at public auction for the highest price obtainable to Allen C. Hickman

the property described as follows:

BEGINNING for the same at an iron pipe heretofore set in the ground to mark the intersection of the western side of Fort Meade Road with the third line of the land described in a deed from Seth H. Linthicum and wife to George A. May and wife dated February 25, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 235; and running from said point of beginning binding on the western side of said road, North Twenty-nine (29) degrees Forty-six (46) minutes East Fifty eight (58) feet to an iron pipe herefore set; thence leaving said road and running two lines of division, North Eighty-one (81) degrees Twenty-two (22) minutes West One Hundred Fifty-three and Seven One-hundredths (153.07) feet and South Four (4) degrees Twelve (12) minutes West Sixty-four and Fifty One-hundredths (64.50) feet to the aforesaid third line of George A. May's Land; and thence binding on said line South Eighty-five (85) degrees Fifty-eight (58) minutes East One Hundred Twenty-seven and Fifty-four One-hundredths (127.54) feet to the place of beginning. Containing One Hundred Eighty-nine One thousandths (.189) of an acre, more or less. Said lot being subject to and having use in common with Grover C. Shipley, his heirs and assigns, of a right of way Five (5) feet wide along the Northern Twenty-seven (27) feet of the third line of said lot, and having the use of in common with Grover C. Shipley, et al, of a right of way Five (5) feet wide as established by said Grover C. Shipley out to Hammond Ferry Road. Also being subject to the use of a strip of land Four (4) feet in width along the second line of the herein described lot from the Fort Meade Road back to a garage built in the rear of said lot to form, with a strip of equal width from the lot adjoining on the North, a road Eight (8) feet wide for access to said garage, etc. The southerly boundary or fourth line in said description being a hedge located slightly to the North of said line.

at and for the price of **Thirteen Thousand Five Hundred ($13,500.00) 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 13,500.00

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 our hand and seals this - 5th - - - day of October - - - , 1962 .

Allen C. Hickman (SEAL)
Allen C. Hickman

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE - - - - - - - - - , to wit:

I HEREBY CERTIFY, That on this - 5th - day of October - - - - , 1962 , before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and **Allen C. Hickman,** - - - -

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 6, 1963

FILED 1962 OCT -9 AM 10:31

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H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
Allen C. Hickman and	*	ANNE ARUNDEL COUNTY
Joyce Radtke Hickman, his wife	*	Equity No. 15167

* * * * * * *

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 Allen C. Hickman and Joyce Radtke Hickman, 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 therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, October 5th, 1962, at 4:00 o'clock p.m. attend at the premises, and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland, known as No. 604 Camp Meade Road, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Allen C. Hickman, the highest bidder, at and for the sum of Thirteen Thousand Five Hunderd ($13,500.00) Dollars, a deposit of One Thousand Five Hundred ($1,500.00) Dollars, having been made at the time of sale, the balance of the purchase price with interest at the rate of six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Attorney named
in Mortgage

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

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1962 OCT -9

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit: LIBER 143 PAGE 495

I HEREBY CERTIFY, That on this 8 th day of October, in the year 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 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.

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ORDER NISI

LIBER 143 PAGE 496

H. ALLEN MEZGER, Attorney named in Mortgage

versus

ALLEN C. HICKMAN and JOYCE RADTKE HICKMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,167 Equity

Ordered, this 9th day of October, 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 13th 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 13th day of November next.

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

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

H. Allen Mezger, Atty.

Maryland Gazette (for Oct. 11 edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

ALLEN C. HICKMAN and JOYCE RADTKE HICKMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 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 NOV 15 PM 3:23

12

200 West Saratoga Street
Baltimore 1, Maryland

Attorney's Mortgage Sale

Of Valuable Fee Simple Residential Property

Improved with a frame dwelling containing seven rooms and one and one-half baths, hot-water oil heat, and garage, located on the northwesterly side of Camp Meade Road and being known as No. 604 Camp Meade Road, Fifth Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated February 15th, 1961, from Allen C. Hickman and Joyce Radtke Hickman, h-w, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1457 folio 38, the undersigned as Assignee, will offer for sale at public auction on the premises on;

Friday,
October 5, 1962
at 4:00 O'clock P.M.

the following described property:

BEGINNING for the same at an iron pipe heretofore set in the ground to mark the intersection of the western side of Fort Meade Road with the third line of the land described in a deed from Seth H. Linthicum and wife to George A. May and wife dated February 25, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 235; and running from said point of beginning binding on the western side of said road, North Twenty-nine (29) degrees Forty-six (46) minutes East Fifty eight (58) feet to an iron pipe herefore set; thence leaving said road and running two lines of division, North Eighty-one (81) degrees Twenty-two (22) minutes West One Hundred Fifty-three and Seven One-hundredths (153.07) feet and South Four (4) degrees Twelve (12) minutes West Sixty-four and Fifty One-hundredths (64.50) fect to the aforesaid third line of George A. May's Land; and thence binding on said line South Eighty-five (85) degrees Fifty-eight (58) minutes East One Hundred Twenty-seven and Fifty-four One-hundredths (127.54) feet to the place of beginning. Containing One Hundred Eighty-nine One thousandths (.189) of an acre, more or less. Said lot being subject to and having use in common with Grover C. Shipley, his heirs and assigns, of a right of way Five (5) feet wide along the Northern Twenty-seven (27) feet of the third line of said lot, and having the use of in common with Grover C. Shipley, et al, of a right of way Five (5) feet wide as established by said Grover C. Shipley out to Hammond Ferry Road. Also being subject to the use of a strip of land Four (4) feet in width along the second line of the herein described lot from the Fort Meade Road back to a garage built in the rear of said lot to form, with a strip of equal width from the lot adjoining on the North, a road Eight (8) feet wide for access to said garage, etc. The southerly boundary or fourth line in said description being a hedge located slightly to the North of said line.

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

No. 13

0-4

OFFICE OF

Maryland Gazette

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

LIBER 143 PAGE 497

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1962

We hereby certify, that the annexed Attorney's Mortgage Sale Allen C. Hickman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of 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

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 498

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,167
Allen C. Hickman

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 November, 1962. The first insertion being made the 11th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 25660

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,167 Equity
H. ALLEN MEZGER
Attorney named in Mortgage
VERSUS
ALLEN C. HICKMAN and JOYCE RADTKE HICKMAN, his wife

Ordered, this 9th day of October 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 13th 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 13th day of November next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

N-1

Jud. 14042. PRINTED IN U.S.A.
Additional
MORTGAGEE OR ATTORNEYS' BOND

LIBER 143 PAGE 499
LIBER 11 PAGE 487

No. 15,167 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 Three Thousand Seven Hundred and No/100 ($3,700.00) Additional- - - *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* November *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* Allen C. Hickman & Joyce Radtka Hickman, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated February 15, 1961 *and recorded in Liber* GTC *No.* 1457 *folio* 38 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans *Attorney-in-Fact*

ATTEST:

Barbara Berberich
Barbara Berberich

Bond approved this 14 day of November, 1962

Louis W. Phipps, Clerk

FILED
1962 NOV 14 PM 10:43

15

LIBER 143 PAGE 500

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

vs.

ALLEN C. HICKMAN and
JOYCE RADTKE HICKMAN, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,167 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.

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1962 DEC 13 PM 3:29

All of which is respectfully submitted.

December 12, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31 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.

Clerk
Per: , deputy

FILED
1962 DEC 31 AM 8:55

16

Dr. Mortgaged Real Estate of Allen C. Hickman and Joyce R. Hickman, 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	13,500	00			
By	Interest, 6%, on deferred payment, $12,000.00 from 10/15/62 to 12/5/62	120	00			
By	Adjustment, 1962 Real Estate taxes	41	91			
By	Adjustment, 1962 Sanitary charges	3	52			
				13,665	43	
To	Attorney, for fee, viz.	100	00			
To	Attorney for commission, viz.	435	00			
				535	00	
To	Attorney, for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	33	50			
	Auditor, this account	30	00			
				73	50	
To	Attorney, for disbursements, viz.					
	Capital-Gazette Press, Inc.					
	Advertisement & Nisi - Sale	113	00			
	Maryland Casualty Company - bond	54	00			
	E. T. Newell & Company, Inc.					
	Auctioneer's fee 397.50					
	Advertising - Sun 31.10	428	60			
	½ Federal & State Revenue stamps	22	27			
				617	87	

	To	Arundel Federal Savings & Loan				
		Association of Baltimore City,				
		Mortgagee, in full for Mortgage				
		claim	9,757	84		
		Interest, 6%, on principal balance,				
		$9,708.34 from 10/1/62 to 12/27/62	141	61		
					9,899	45
	To	Martin Radtke & Augusta Radtke, in				
		full, for second Mortgage, as per				
		claim filed			2,190	00
	To	Allen C. Hickman & Joyce R. Hickman,				
		his wife, Mortgagors, excess			349	61
					13,655	43

NAOMI BUTCHER, next friend of Joseph W. Butcher, Jr. and Jerome G. Butcher, Infants 1132 46th Street, S. E. Washington, D. C.	:	
Complainant,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
v.	:	
JOSEPH W. BUTCHER, JR., JEROME G. BUTCHER, Infants c/o Naomi Butcher, 1132 46th Street, S. E. Washington, D. C.	:	Equity No. 13,312
JOHN H. GRINER, SR., 2030 Northeast Avenue Halethorpe 27, Maryland	:	
Respondents.	:	

BILL OF COMPLAINT TO SELL REAL PROPERTY OF INFANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The bill of complaint of Naomi Butcher, as next frined of Joseph W. Butcher, Jr. and Jerome G. Butcher, respectfully represents:

1. That complainant is the mother of Joseph W. Butcher, Jr. and Jerome G. Butcher; said Joseph E. Butcher, Jr. is five years of age and said Jerome G. Butcher is three years of age, having been born on the 7th day of November 1953 and the 18th day of January 1956, respectively; said infants are in the custody of and reside with complainant at 1132 46th Street, S. E., Washington, D. C.

2. Complainant is also the legal guardian of said infants, having been appointed as such in May, 1957 by the United States District Court for the District of Columbia in Guardianship No. 12568.

3. That said infants are owners of an undivided interest

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as tenants in common with complainant of certain unimproved real property located in Oyster Harbor, Anne Arundel County, Maryland, which property is known and described as Lot 11, Block 5, in Plat No. 1 of Oyster Harbor, Maryland, Anne Arundel County, Maryland.

4. That said real property was formerly owned by Joseph W. Butcher, the father of said infants and the husband of complainant; said Joseph W. Butcher died intestate in the District of Columbia on or about September 3, 1955 and his interest in said property passed by operation of law to complainant and to the said infants, they being his only heirs at law and next of kin.

5. That said property, which is unimproved, is a liability to complainant and to said infants due to taxes which accrue thereon from time to time; said property is unimproved and accordingly is unproductive and produces no income for complainant or for said infants.

6. That respondent John H. Griner, Sr., a resident of the State of Maryland, has offered to purchase said real property from complainant and from said infants for the sum of Seven Hundred Fifty Dollars ($750.00) cash and has entered into a written contract with complainant to that effect, which contract is annexed hereto as Exhibit A and made part hereof.

7. That it would be to the benefit of said infants if said real property were sold inasmuch as the proceeds therefrom could be applied to their care, education, maintenance and support and otherwise for their benefit.

WHEREFORE, complaint prays that this Court:

1. Enter a decree herein ratifying and comfirming the

contract of sale between complainant and said John H. Griner, Sr. and directing that said real property may be sold according to the terms of said contract.

2. Appoint a trustee to execute a deed in behalf of said infants conveying their interest in said real property to John H. Griner, Sr.

3. And for such other and further relief as to the Court may seem just and appropriate.

AND AS IN DUTY BOUND, ETC.

Naomi Butcher
Naomi Butcher

DISTRICT OF COLUMBIA, ss:

Naomi Butcher, being first duly sworn according to law, deposes and says that she has read and understands the foregoing Bill of Complaint to Sell Real Property of Infants by her subscribed and that the matters and things therein contained are true to the best of her knowledge, information and belief.

Naomi Butcher
Naomi Butcher

Subscribed and sworn to before me this 30th day of June, 1959.

M. Helen Chapman
Notary Public, D. C.

Charles T. Duncan
Charles T. Duncan
Attorney for Complainant
473 Florida Avenue, N. W.
Washington 1, D. C.
HObart 2-0400

D.7-1630
1343 H St NW

3

3

SALES CONTRACT — MARYLAND

Blank No. 263

LIBER 143 PAGE 506

June 16, 1959

Received from John H. Griner, Sr.

a deposit of Two Hundred Dollars ($200.00)

to be applied as part payment of the purchase of Lot 11 *in Block* 5 ~~, with improvements thereon known as No.~~ Plat 1, Oyster Harbor, Anne Arundel County *in the State of Maryland, upon the following terms of sale:*

Total price of property Seven Hundred Fifty Dollars *Dollars* ($750.00).

The purchaser agrees to pay Seven Hundred Fifty Dollars *Dollars* ($750.00)

cash at the date of conveyance, of which sum this deposit shall be a part.

~~*The purchaser is to assume, give, place, take title subject to, a first deed of trust secured on the premises of*~~ *Dollars* ($)

due , 19 , *bearing interest at the rate of* *per cent per annum, payable*

The balance of deferred purchase money is to be secured by a *deed of trust on said property, to be paid in monthly installments of* *Dollars* ($) *or more, including interest at the rate of* *per centum per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid* ~~*and the balance thereof credited to principal.*~~

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within thirty days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of Reeves, Robinson & Duncan, 473 Florida Avenue, N. W., Washington, D. C. (Name of Broker)

or at the Title Company searching the title, and deposit with the Title Company or with (Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

~~Property to be sold subject to an existing tenancy as follows:~~

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

~~The seller agrees to pay to~~ (Name of Broker)

his agent, a commission amounting to $, and the Title Company, or the Real Estate Office, through which settlement is made is ~~hereby authorized and~~ directed to make deduction of the aforesaid commission from the proceeds of the sale ~~and to make payment thereof to the said agent.~~ Entire deposit to be held by Purchaser (Name of Broker) until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

Agent.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Property is to be conveyed in the name of John H. Griner Sr.

Alethea A. Griner

Purchaser.

Examiner's Exhibit No 2

Butcher v. Butcher, Equity No 13,372

John S. Rom L. Exam.

19

Naomi Butcher

Seller.

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Naomi Butcher, in her individual right and as next friend of Joseph W. Butcher, Jr. and Jerome G. Butcher

Wife of Seller.

EXHIBIT "A" Re-filed 9 Sept., 1960, at 2:22 P.M.

NAOMI BUTCHER, next friend of Joseph W. Butcher, Jr. and Jerome G. Butcher, 1132 46th Street, S. E. Washington, D. C.	:	
Complainant,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
v.	:	No. 13
JOSEPH W. BUTCHER, JR., JEROME G. BUTCHER, c/o Naomi Butcher, 1132 46th Street, S. E. Washington, D. C.	:	
JOHN H. GRINER, SR., 2030 Northeast Avenue Halethorpe 27, Maryland	:	
Respondents.	:	

ANSWER TO BILL OF COMPLAINT
TO SELL REAL PROPERTY OF INFANTS

Respondent John H. Griner, Sr., as and for his answer to the bill of complaint herein, respectfully states to the Court and alleges:

1. That said respondent is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraphs 1, 2, 3, 4, and 5 of the bill of complaint herein.

2. That said respondent admits the allegations contained in paragraph 6 of the bill of complaint herein.

3. That said respondent neither admits nor denies the allegations contained in paragraph 7 of the bill of complaint herein.

WHEREFORE, respondent prays that this Court

A. Enter a decree herein ratifying and confirming the

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contract of sale between complainant and said respondent and directing that said real property may be sold according to the terms of said contract.

B. Appoint a trustee to join in a deed with complainant in behalf of said infants conveying their interest in said real property to John H. Griner, Sr.

C. And for such other and further relief as to the Court may seem just and appropriate.

John H. Griner Sr.
John H. Griner, Sr.
Pro Se

John H. Griner, Sr., being first duly sworn according to law, deposes and says that he has read and understands the foregoing answer by him subscribed and that the matters and things therein contained are true to the best of his knowledge, information and belief.

John H. Griner Sr.
John H. Griner, Sr.

Subscribed and sworn to before me
this 2nd day of June, 1959.

Theodore F. Shombel
Notary Public
My Commission expires May 1, 1961

NAOMI BUTCHER, Next Friend of Joseph W. Butcher, Jr., and Jerome G. Butcher	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	:	No. 13,312 Equity
JOSEPH W. BUTCHER, JR. JEROME G. BUTCHER	:	
JOHN H. GRINER, SR.	:	

PETITION FOR THE APPOINTMENT
OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Complainant, Naomi Butcher, as next friend of Joseph W. Butcher, Jr. and Jerome G. Butcher respectfully petitions this Honorable Court to appoint a suitable and fit person to act as guardian ad litem for defendants Joseph W. Butcher, Jr. and Jerome G. Butcher, infant respondents herein, to represent their interests and to investigate the allegations made in the Bill of Complaint herein and to file an answer on behalf of said infant defendants in such form as the exigencies of the cause and Bill of Complaint herein may seem just and appropriate.

AND AS IN DUTY BOUND, ETC.

Charles T. Duncan

Charles T. Duncan
Solicitor for Complainant Naomi Butcher
473 Florida Avenue, N. W.
Washington 1, D. C.
HObart 2-0400

ORDER OF COURT

Upon the petition of Charles T. Duncan, Solicitor for

Complainant Naomi Butcher, it is by the Court, this 7th day of December, 1959, ORDERED that Naomi Butcher, be, and he hereby is, appointed Guardian ad Litem for and to represent the interests of Joseph W. Butcher, Jr. and Jerome G. Butcher, infant respondents herein, to represent their interests in the within proceeding and to file such answer or to take such other action herein as may be indicated.

Matthew J. Crowe
JUDGE

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1959 DEC -8 AM 10:28

NAOMI BUTCHER, Next Friend of Joseph W. Butcher, Jr., and Jerome G. Butcher	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	
v.	:	No. 13,312 Equity
JOSEPH W. BUTCHER, JR. JEROME G. BUTCHER	:	
	:	
JOHN H. GRINER, SR.	:	

ANSWER TO BILL OF COMPLAINT TO SELL REAL PROPERTY OF INFANT

Naomi Butcher, as guardian ad litem for Joseph W. Butcher, Jr. and Jerome G. Butcher, as and for her answer to the Bill of Complaint herein, respectfully represents and alleges:

1. That said Naomi Butcher was duly appointed guardian ad litem for and to represent the interests of Joseph W. Butcher, Jr. and Jerome G. Butcher, infant respondents herein, by order of this Court on the 7th day of December 1959.

2. The guardian ad litem admits the allegations set forth in paragraphs 1, 2, 3, 4, 5, 6, and 7 of the Bill of Complaint herein.

3. The guardian ad litem is fully familiar with all of the facts and circumstances herein and agrees that it would be in the best interests of said infant respondents to permit the sale of their interest in said real property to John H. Griner, Sr. The guardian ad litem also agrees that the relief demanded in the Bill of Complaint should be granted by this Court.

WHEREFORE, having fully answered the Bill of Complaint herein, the guardian ad litem submits to the determination of the

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Court in such manner as it deems just and appropriate.

Naomi Butcher
Naomi Butcher
Guardian ad litem for Joseph W.
Butcher, Jr. and Jerome G. Butcher
1132 46th Street, S. E.
Washington, D. C.

DISTRICT OF COLUMBIA, ss:

Naomi Butcher, being first duly sworn according to law, deposes and says that she has read and understands the foregoing Answer to Bill of Complaint to Sell Real Property of Infants by her subscribed and that the matters and things therein contained are true to the best of her knowledge, information and belief.

Naomi Butcher
Naomi Butcher

Subscribed and sworn to before me
this 3rd day of May, 1960.

Herbert A. Read
Notary Public, D. C.

My Commission Expires Dec. 31, 1963

Charles T. Duncan
Charles T. Duncan
Attorney for Complainant
473 Florida Avenue, N. W.
Washington 1, D. C.
HObart 2-0400
DS - 7-1630

10

10

NAOMI BUTCHER, Next Friend of JOSEPH W. BUTCHER, JR., and JEROME G. BUTCHER	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
JOSEPH W. BUTCHER, JR. JEROME G. BUTCHER JOHN H. GRINER, SR.	*	ANNE ARUNDEL COUNTY
	*	NO.13,312 EQUITY

* * * * *

TESTIMONY ON BEHALF OF PETITIONER

August 18, 1960

Present:

Mr. Charles T. Duncan, Solicitor for Petitioner

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Fred E. Voges, pages 2 -4.

T. Carroll Worthington, pages 5 -7.

Naomi Butcher, pages 8 - 13.

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1960 SEP -9 PM 2:22

Fred E. Voges, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Rouse)

1 Your name and address, please, sir?

A Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2 And your occupation?

A Realtor and appraiser.

3 And how long have you been engaged in that business?

A 27 years.

4 And are you familiar with real estate values in Anne Arundel County?

A I am.

5 What type of appraisal work have you done?

A I have appraised for the State of Maryland, State Roads Commission, Navy Department, United States Government, City of Annapolis, numerous attorneys in connection with estate settlements, and other private individuals.

6 Are you familiar with Lot 11, Block 1, as shown on Plat 1, Oyster Harbor, Anne Arundel County?

A Yes, I am.

7 Have you actually visited that property?

A I visited it within the last 10 days.

8 Would you describe what you found?

A The lot on Plat No. 1 of Oyster Harbor is shown as having a width of 50 feet and a depth of 110 feet, with a 20 foot beach in front of it on the Chesapeake Bay side. It is located on what I would call the southeast corner of the intersection of Shore Drive with Washington Drive. The lot is unimproved, it is covered with beach sand, and at the time we were down there within the last

12

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10 days, the 20 foot beach and approximately 50 feet of the lot were under the waters of the Chesapeake Bay.

9 Do you have an opinion as to the present market value of that lot?

A My opinion of the present market value is about Six Hundred Dollars ($600.00).

10 In your opinion, would it be possible to divide up the lot among the three persons who are entitled to that lot?

A No, it could not be divided, it's only 50 feet, if we divided it it would be too small for anybody to use.

11 What, in your opinion, would be to the best advantage of the parties interest?

A In my opinion, it should be sold and the proceeds divided amongst the heirs.

12 And, in your opinion, if it were possible to obtain a buyer for the sum of Seven Hundred and Fifty Dollars ($750.00), it would be your recommendation that that would be accepted?

A I would recommend that unequivocally, yes, I would say that would be a very good price for the property.

13 Is there anything else you would like to tell us with reference to the lot?

A With reference to the lot, I would like to add that so much of it being under water, to render it usable would require the construction of a bulkhead and tremendous amount of fill. I would estimate a price of anywhere from Three to Five Thousand Dollars for this work, which I have not checked of course, in order to put it into usable condition. And if this were done we still do not

know that it would pass inspection for a well and septic tank.

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. Vogus.....

15

5

T. Carroll Worthington, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Duncan)

1 Mr. Worthington, would you state your name and residence, please?

A T. Carroll Worthington, Townsworth Building, Annapolis.

2 And what is your profession, sir?

A Realtor.

3 And how long have you been engaged in that work?

A Since 1923.

4 Are you familiar with land values in Anne Arundel County?

A I am.

5 And have you done appraisal work in the county?

A I have.

6 Would you state, generally, for whom?

A Well, I've done for the U. S. Government, for the State Government, State Roads Commission, Riggs National Bank, Annapolis Banking and Trust Co., and a good many building associations and other banks, individuals.

7 And you are qualified to render opinions as to the value of property in this county, is that correct?

A I am.

8 Specifically, with reference to Lot 11, Block 1, in Plat No. 1 of Oyster Harbor, Maryland, have you had occasion to look at that property?

A I have.

9 And how long ago was that, sir?

A Oh, about 10 days ago.

16

18

10 And would you describe the property that you saw?

A The lot is a corner lot, on the corner of Washington Drive and Shore Drive, the plat shows the lot 50 x 110. When we looked at it we noticed that the street that should be in front of it was washed away, and about half of the lot is under water.

11 In your opinion, what is the value, the present market value of that lot?

A In my opinion, Six Hundred Dollars ($600.00).

12 In your opinion, would it be feasible to divide that lot among the three persons presently having an interest in it?

A It would not, it's not big enough now to put a house on with bulkhead and fill, so it would be impossible to divide it up among three people.

13 You're aware that two infants have an interest in this property?

A I am.

14 And that this a proceeding to authorize sale of the property on their behalf, on behalf of their mother who also has an interest to a third person?

A I am.

15 In the event that the third person were willing to pay Seven Hundred and Fifty Dollars ($750.00) for this property, do you feel that would be a fair price?

A I think they're paying a very fair price, in fact, more than I think it's worth.

16 What, in your opinion, would have to be done in order to render the lot suitable for use as a house or otherwise?

A It would have to be bulkheaded, filled, and I would say they would spend, oh, Three Thousand, Thirty Five Hundred Dollars at the least to put it in shape. And then I don't know that it would pass percolation test for well and septic tank.

QUESTION BY THE EXAMINER:

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

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

Answer .....No.....

Signature .....[illegible]

19

Naomi Butcher, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Duncan)

1 Mrs. Butcher, would you state your name and address, please?

A Naomi Butcher.

2 And where do you reside, Mrs. Butcher?

A 314 11th St., N.E.

3 Now, are you the complainant in a proceeding in the Circuit Court for Anne Arundel County, entitled, Naomi Butcher vs. Joseph W. Butcher, Jr., Jerome G. Butcher and John H. Griner, Sr., Equity No. 13,312?

A Yes, I am.

4 And you have seen and signed a copy of the Bill of Complaint in that action, is that correct?

A Yes.

5 Now, do you have any children, Mrs. Butcher?

A Yes, I have two boys.

6 And their names, please?

A Joseph Washington Butcher and Jerome Gary Butcher.

7 Is Joseph Washington Butcher a Junior?

A Junior, yes.

8 And their father is deceased, is that correct?

A Yes.

9 And when did he die?

A September 5th, 1955.

10 And how old is Joseph?

A Joseph is 6 now.

11 And Jerome?

A He is 4.

20

20

12 And are these children presently in your custody?

A Yes.

13 And do they reside with you?

A Yes.

14 And where do you live?

A 314 11th St., N.E.

15 In Washington?

A In Washington, D.C.

16 I notice that according to the complaint you state your address as 1132 46th St.,S.E. in Washington, have you moved since that time?

A Oh, it has since been changed.

17 And are you also the legal guardian of those children?

A I am.

18 Having been appointed by what court?

A By the Probate Court of Washington, D.C.

19 Now, would you explain, please, how you and Joseph and Jerome came into ownership of this property?

A Well, my husband died without a Will, and we were the heirs to the property.

20 And at the time of his death he owned the property?

A Yes.

21 Did he own it outright?

A He owned the property outright.

22 Do you know when he purchased the property?

A June 2nd, 1955.

23 Do you have the deed which conveyed his interest in the property to him?

A Yes, I do.

24 And is this the document which you now hand me?

21

A Yes, that's the deed.

(DEED DATED JUNE 2, 1955, RECORDED IN G.T.C.970, FOLIO 128, FILED HEREWITH MARKED EXAMINER'S EX.1)

25 Now, Mrs. Butcher, have you attempted to make any use of this property?

A None at all.

26 Is there any reason for that?

A Well, I have no need for the property at all. I didn't intend to build on it because of lack of funds, and it would cost me entirely too much to invest my money in that property when I do have the two children.

27 And who has paid the taxes on this property since your husband's death?

A I paid all taxes.

28 Do you recall what the annual taxes amount to, approximately

A Approximately, Twenty Five Dollars ($25.00)

29 This property is unimproved, is it not?

A It's unimproved property.

30 And it does not produce any income?

A None whatsoever.

31 Now, do you know an individual known as John H. Griner, Sr.?

A Yes, I do.

32 I show you a document in the Court file in this case, and ask you if you recognize it?

A Yes, I do.

33 And what is this document?

A It's a contract to Mr. Griner, and also that I have received from him a down payment of Two Hundred Dollars ($200.00).

(CONTRACT DATED JUNE 16, 1959, FILED HEREWITH MARKED EXAMINER'S EX.2)

22

34 Now, Mrs. Butcher, you indicated that some amount had been paid to you on account of this contract of sale?

A Yes.

35 And how much was that?

A Two Hundred Dollars ($200.00).

36 And the balance of Five Hundred and Fifty Dollars ($550.00) is now due, is that correct?

A Yes.

37 In the event that the Court approves this sale, is it still your intention and desire to execute the contract?

A Yes.

38 And, to the best of your knowledge, is it still the intent and desire of Mr. Griner to execute the contract?

A Yes.

39 In the event that the Court approves the sale, what would be done with the proceeds which you derive therefrom?

A Well, with part of the proceeds I would like to pay off an existing mortgage that we have on some other property in Oyster Harbor, and the other would just be put in a fund for them, their guardianship fund that I control.

40 You're presently their legal guardian, are you not?

A Yes.

41 And you would be aware of your duty to segregate two-thirds of the proceeds which you do receive for their benefit?

A That's right.

42 Mrs. Butcher, in the event that the Court approves the sale, would you be willing to deposit two-thirds of the net proceeds, in the approximate amount of Five Hundred Dollars ($500.00), into the guardianship account of the

infant respondents, Joseph and Jerome, in the District of Columbia?

A Yes, I would.

43 And if that were done then their share of the proceeds would be administered as part of their estate in the District of Columbia?

A That's right.

44 And you would be required to account to the Court annually as their guardian?

A Yes.

45 Do they have any other assets in the guardianship estate in the District?

A Oh, yes.

46 Consisting of cash?

A Yes.

47 Any other property?

A Yes, real estate in Washington.

48 And you account with respect to all of that in the District of Columbia?

A Yes.

49 And you would put two-thirds of the net proceeds here into that account?

A Yes.

(LEAVE RESERVED TO FILE CERTIFICATE OF ADMINISTRATION OF THE PROBATE COURT, DISTRICT OF COLUMBIA, MARKED EXAMINER'S EX. 3)

The contract of sale which has been filed with the original Bill of Complaint contains a typographical error, and as I understand it, Mr. Duncan, you wish to reserve leave to replace the Exhibit, which was filed

24

with the Bill of Complaint with a corrected duplicate original, is that right?

(Mr. Duncan)

Right, specifically, the contract of sale which refers to Lot 11, Block 5, in Plat No. 1 of Oyster Harbor. And that is an error, it should provide Lot 11, Block 1, in Plat No. 1. And I would also like to call attention to the fact that the same error is set forth in the Bill of Complaint, and I would like to move to amend it accordingly.

(LEAVE RESERVED TO FILE CORRECTED COPY OF CONTRACT OF SALE MARKED EXAMINER'S EX. 4

QUESTION BY THE EXAMINER:

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

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

Answer ....No.....

Signature Naomi H. Butcher

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

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throug out the taking of the testimony; that the testimony was taken i one day.

Witness my hand and seal this 9th day of September, 1960.

John G. Rouse, Jr. Examiner (SEAL)
John G. Rouse, Jr., Examiner

J.R. $10.00

I.H. $12.00

LIBER 143 PAGE 530 LIBER 970 PAGE 128

This Deed, MADE this 2nd day of June, 1955, by OYSTER HARBOR, Incorporated, a body corporate of the State of Maryland.

WITNESSETH, That in consideration of the sum of Ten dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said OYSTER HARBOR, Inc. does hereby grant and convey unto Joseph W. Butcher of the City of Washington, District of Columbia, his heirs and assigns, in fee simple, the following described land, situate in the Second Election District of Anne Arundel County, Maryland to wit:

Lot -Eleven-, Block No. --1--, as shown on the Plat entitled "Plat Number 1, Oyster Harbor, near Arundel on The Bay," which Plat was recorded among the Plat Records of Anne Arundel County April 20, 1950.

Together, with buildings and improvements thereon erected, made or being; and all the rights, ways, waters, privileges, appurtenances to the same belonging or in anywise appertaining.

To Have and To Hold, the premises above described, together with the rights, privileges, appurtenances thereto belonging, unto the proper use and benefit of the said Joseph W. Butcher in fee simple.

It is mutually agreed by and between the parties hereto, that the above described lands, as well as all other lands embraced in the aforesaid plat, are conveyed subject to the following restrictions which are intended to give to each and every owner of land in said subdivision, as well as Vacation Homes, Inc. and its successors and assigns, the right to enforce the same by appropriate legal or equitable proceedings, viz:

1. No tents or trailers, or temporary buildings, may be placed on said lot.
2. No business may be conducted on said lot.
3. No outside toilets may be erected.
4. That no signs for advertising purposes shall be erected or placed thereon.
5. That all buildings erected thereon shall be placed and set back not less than 30 feet from the street line, and shall conform to the laws of the State and other regulations of Anne Arundel County.
6. Only single family dwellings and one- or two-car garages may be constructed on said lot. No used or salvaged material may be used on the exterior of any building and all dwellings must have a minimum floor area of 500 square feet. All buildings and plumbing shall conform to the laws of the State and other regulations of Anne Arundel County.
7. The above restrictions shall not apply to lots 1 to 12 of the OYSTER HARBOR Subdivision.
8. Prior to building, all plans and specifications must be approved by the Seller or the Oyster Harbor Improvement Association.
9. The premises shall be conveyed subject to easements now imposed or to be imposed through the streets or along the lot lines for purposes of supplying public utilities.

AND the said OYSTER HARBOR, Inc., does hereby covenant that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said premises as may be requisite.

IN WITNESS WHEREOF, the said Oyster Harbor, Inc., has caused these presents to be signed in its name, by its President, William E. Schlusemeyer and its corporate seal to be affixed, attested by its Secretary, Adele R. Schlusemeyer

SEAL

OYSTER HARBOR, Incorporated,

Adele R. Schlusemeyer (Secy.) BY William E. Schlusemeyer (Pres.)

Adele R. Schlusemeyer William E. Schlusemeyer

STATE OF VIRGINIA, FAUQUIER COUNTY, TO WIT:

I Hereby Certify, that on this 2nd day of June, 1955, before me, the subscriber, a Notary Public of the State of Virginia in and for the County aforesaid, personally appeared William E. Schlusemeyer and Adele R. Schlusemeyer respectively, President and Secretary of Oyster Harbor, Inc., the within named body corporate and they acknowledged the aforegoing deed to be their act of the said body corporate.

Witness my hand and notarial seal.

My commission expires: October 6, 1956

Examiner's Exhibit No 1
Butcher v. Butcher, Equity No 13,312
John S. Rowe Jr. Exam.

Notary Public
Ian Stuart Montgomery

FILED

Rec'd for record Oct 22 1955, at 10:31 A.M.
1960 SEP -9 PM 2:22
Per George T. Cromwell Clerk
Mailed to [illegible]

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 55 CENTS 55

DOCUMENTARY 55 CENTS 55

Form No. 51

In the United States District Court for the District of Columbia

HOLDING A PROBATE COURT

DISTRICT OF COLUMBIA LIBER 143 PAGE 531

To wit:

THE UNITED STATES OF AMERICA

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME

Greeting:

Know ye, That on the 21st day of May A. D. 19 57, the United States District Court for the District of Columbia, holding a Probate Court, appointed Naomi Hall Butcher Guardian of the estate~~of~~s

Joseph W. Butcher, Jr., born November 7th, 19 53

Jerome G. Butcher, born January 18th, 19 56

, born , 19

, born , 19

, born , 19

, born , 19

, born , 19

infant children of Naomi Hall Butcher and the late Joseph W. Butcher

~~late of~~ ~~deceased~~.

WITNESS the Honorable Bolitha J. Laws, Chief Judge of said Court, this 21st day of May, A. D. 19 57.

Attest:

Frank J. Burnett

DEPUTY *Register of Wills for the District of Columbia, Clerk of the Probate Court.*

Case No. 12568

FILED

1960 SEP -9 PM 2:22

FPI ATLANTA—11-30-53—3M—2320

29

SALES CONTRACT — MARYLAND

Blank No. 263

LIBER 143 PAGE 532

June 16, 1959

Received from John H. Griner, Sr.

a deposit of Two Hundred Dollars ($200.00) N.H.B. Sr

to be applied as part payment of the purchase of Lot 11 *in Block* ~~#~~ 1 ~~with~~ ~~improvements thereon known as No.~~ Plat 1, Oyster Harbor, Anne Arundel County *in the State of Maryland, upon the following terms of sale:*

Total price of property Seven Hundred Fifty Dollars *Dollars* ($750.00).

The purchaser agrees to pay Seven Hundred Fifty Dollars *Dollars* ($750.00) *cash at the date of conveyance, of which sum this deposit shall be a part.*

~~*The purchaser is to assume, give, place, take title subject to, a first deed of trust secured on*~~ *the premises of* ..... *Dollars* ($.....) *due* ....., *19*....., *bearing interest at the rate of* ..... *per cent per annum, payable* .....

The balance of deferred purchase money is to be secured by a ..... *deed of trust on said property, to be paid in monthly installments of* ..... *Dollars* ($.....) *or more, including interest at the rate of* ..... *per centum per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid* ~~*and the balance thereof credited to principal.*~~

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within thirty days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of Reeves, Robinson & Duncan, 473 Florida Avenue, N. W., Washington, D. C. (Name of Broker)

or at the Title Company searching the title, and deposit with the Title Company or with ..... (Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: .....

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

~~The seller agrees to pay to~~ ..... (Name of Broker)

his agent, a commission amounting to $..... and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale ~~and to make payment thereof to the said agent.~~ Entire deposit to be held by Purchaser (Name of Broker) until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

..... *Agent.*

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Property is to be conveyed in the name of John H. Griner Sr.

Alethea A. Griner *Purchaser.*

Naomi Butcher *Seller.*

Naomi Butcher, in her individual right and as next friend of Joseph W. Butcher, Jr. and Jerome G. Butcher *Wife of Seller.*

Examiner's Exhibit No 4, 19.....

Butcher v. Butcher, Equity No 13,372

John S. Rome Jr. Exam

FILED

1960 SEP -9 PM 2:22

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NAOMI BUTCHER, et al
vs.
JOSEPH BUTCHER, JR.,
Minor, et al
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 13,312

NOTICE TO CREDITORS

This is to give notice to any person having any claim against Joseph W. Butcher, Jr., and Jerome G. Butcher, Infants of the District of Columbia, to exhibit the same with the vouchers thereof to the Circuit Court of Anne Arundel County in Equity No. 13,312, on or before the 15th day of July, 1961; they may otherwise by law be excluded from benefit of said estate.

GIVEN under my hand this 26th day of May, 1961.

Naomi Butcher. Guardian of
Joseph W. Butcher, Jr., and
Jerome G. Butcher

To June 22

31

OFFICE OF

LIBER 143 PAGE 533

The ANNE ARUNDEL STAR

GLEN BURNIE, MD., June 23, 1961

THIS IS TO CERTIFY, that the annexed advertisement of

Notice To Creditors

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 23rd day of June 1961, that is to say the same was inserted in the issues of June 1,8,15,22, 1961

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED
1961 JUN 23 PM 1:05 By Edith Greenwood

31

LIBER 143 PAGE 534

FILED
APR 6 1956
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

THE STATE OF MARYLAND,

To William E. Baldwin and William F. Perlitz GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of _____ late of ~~Anne~~ Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 6th day of April in the year of our Lord one thousand nine hundred and fifty-six

TEST: H. Stanley Clark
Register of Wills for Anne Arundel County.

We William E. Baldwin and William F. Perlitz do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Joseph W. Baldwin late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Wm E Baldwin
Wm F Perlitz
Appraisers.

I Hereby Certify. That the aforegoing oath was taken and subscribed to by the said William E. Baldwin and William F. Perlitz before the undersigned a Register of Wills, Notary Public [illegible] and for Anne Arundel County, duly commissioned and qualified according to law, this 6th day of April in the year of our Lord one thousand, nine hundred and Fifty Six

H. Stanley Clark
Register of Wills or Notary Public for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Joseph W. Baldwin late of ~~Anne Arundel County~~ Baltimore City, deceased, appraised by the subscribers Wm E. Baldwin and Wm. F. Perlitz jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

FILED
1961 AUG 11 AM 9:29

32

31

A. One Lot Ground A.H.Co 2nd District Cyster Harbor (Lot No. 27 Block 5) (J.H.H 970-127) — $ 700.00

B. One Lot Ground A.H.Co 2nd District Cyster Harbor (Lot No. 11 Block 1) (J.H.H 970-125) — $ 1000.00

C. One Lot Ground A.H.Co. 2nd Dist. Highland Beach Lot No. 14 Blk Highland Beach (1/2 undivided Interest) J.H.H 598-139 — $ 450.00

D. One Lot and Improvements 3rd District A.H.Co Cyster Harbor Lot 29 - Block 5 - 3 Bungalow — $ 3500.00

TOTAL — $ 5400.00

33

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LIBER 143 PAGE 536

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Joseph W. Butcher deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this _____ day of April in the year of our Lord one thousand nine hundred and Fifty six

x W. U. Baldwin [Seal.]

x [illegible] [Seal.]

Amount of Inventory as above - - - - - - $400.00

x Lewis Giles Jr.
Ancillary administrator
Estate of Joseph W. Butcher

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this _____ day of April in the year of our Lord one thousand, nine hundred and Fifty six personally appeared Lewis Giles Jr. Ancillary administrator of Estate of Joseph W. Butcher late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Joseph W. Butcher deceased, within the State of Maryland, that has come to ---h--- knowledge, and that should ---he--- hereafter discover any other Real Estate belonging to the said deceased in said State ---he--- will return an additional Inventory thereof.

Sworn to before the Subscriber,

H. Stanley Clark
Register of Wills ~~or Notary Public~~ for Anne Arundel County.

Inheritance tax paid $38.92
by receipt #12696 on May 27, 1957.

Estate closed May 28, 1957.

Passed by Order of Court this 10" day of April, 1956.

S/ Owain E. Owens
S/ Ernest A. McAllister
S/ Milton D. Clary

ANNE ARUNDEL COUNTY ANS COURT

TRUE COPY TEST
[illegible signature]
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

34

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LIBER 143 PAGE 537

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

NAOMI BUTCHER, Next Friend of Joseph W. Butcher, Jr., and Jerome G. Butcher	:	
v.	:	Equity No. 13,312
JOSEPH W. BUTCHER, JR. JEROME G. BUTCHER	:	
JOHN H. GRINER, SR.	:	

DECREE RATIFYING SALE OF REALTY AND
APPOINTING TRUSTEE TO CONSUMMATE SUCH SALE

The above entitled cause having come on for hearing on the Bill of Complaint, Answer, Testimony and other proceedings, and these having been read and considered by the Court,

It is, therefore, this 11th day of ~~December~~ August, 1960, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED:

1. That the property known as Lot 11 in Block 1 as shown on the Plat entitled "Plat Number 1, Oyster Harbor, near Arundel on the Bay", which plat is recorded among the Land Records of Anne Arundel County Plat Book be sold.

2. That the Agreement of Sale between John H. Griner, Sr. and Naomi Butcher, in her individual right and as next friend of Joseph W. Butcher, Jr. and Jerome G. Butcher, filed herein as Examiners Exhibit No. 4 be and it is hereby ratified and confirmed.

35

34

3. That Charles T. Duncan be and he hereby is appointed Trustee with authority and direction to consummate and otherwise carry into effect the said agreement of sale and to receive the purchase money from such sale.

4. That before the said Trustee shall act under this Decree he shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by this Court or the Clerk thereof in the penalty of $1,000.00 conditioned upon the faithful performance of the trust reposed in him by this Decree or by any further Decree or Order in the premises; and upon the payment of the whole purchase money as provided for under the terms of the said Agreement of Sale, then said Trustee shall by a good and sufficient deed convey to the said John H. Griner, Sr. the said property and estate sold to him under the said Agreement of Sale, free, clear and discharged from all claims of the parties hereto and especially that of the infant defendants, and those claiming by, from or under them or any of them.

5. And that 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 proper costs and such commission to said Trustee as this Court shall deem proper.

Matthew J. Crane
JUDGE

FILED
1961 AUG 11 PM 2:59

36

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G 28056

GLOBE INDEMNITY COMPANY

LIBER 143 PAGE 539

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

LIBER 11 PAGE 129

BOND

No. 13,312 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, CHARLES T. DUNCAN **of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorised to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** ONE THOUSAND DOLLARS ($1,000.00) ----------, **current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.**

SEALED with our seals and dated this 30th **day of** August , 1961 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Naomi Butcher, etc, etal vs. Joseph W. Butcher, Jr., etal, **dated** August 11, 1961 . Charles T. Duncan **was appointed Trustee to make sale of the property described in said proceedings, and the said** Charles T. Duncan **is about to execute said power and make sale of the property described in said proceedings.**

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

WITNESS:

Charles T. Duncan (SEAL)
Charles T. Duncan PRINCIPAL

Globe Indemnity Company, a body corporate

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

SURETY

Katherine B. Vanous
Katherine B. Vanous

Bond approved this 30th day of August, 1961
George T. Cromwell, Clerk

FILED
1961 AUG 30 PM 3:55

37

54

In the Case of LIBER 143 PAGE 540

NAOMI BUTCHER, NEXT FRIEND OF JOSEPH W. BUTCHER, JR. AND JEROME G. BUTCHER

VS.

JOSEPH W. BUTCHER, JR.
JEROME G. BUTCHER
JOHN H. GRINER, SR.

In the

Circuit Court

For

Anne Arundel County

No. 13,312 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

FILED 1962 JUL 13 PM 12:03

All of which is respectfully submitted.

July 13, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st day of July, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Eleanor G. Owings, Acting Clerk
Per: Inez Bell, deputy

FILED 1962 JUL 31 AM 9:22

38

Dr. Naomi Butcher, Joseph W. Butcher, Jr. and Jerome G. Butcher

In Acct. with Charles T. Duncan, Trustee

					Cr.	
By	Purchase Price, Sale Lot 11, Block 1, Plat 1, Oyster Harbor, as per contract of sale	750	00			
				750	00	
To	Trustee, for commission, viz.	46	50			
				46	50	
To	Trustee, for court costs, viz.					
	Clerk of Court, costs	90	25			
	Auditor, this Account	22	50			
				112	75	
To	Trustee, for disbursements					
	Fred Voges, Appraisal & testimony	50	00			
	T. Carroll Worthington, Appraisal and testimony	50	00			
	The Star, notice to creditors	15	00			
	Globe Indemnity Co., bond premium	10	00			
	½ Federal & State Revenue stamps	1	55			
	Irene Hazel, court stenographer	12	00			
	Register of Wills, Anne Arundel County, certified copy real inventory	5	50			
				144	05	
	This amount for distribution	446	70			
	Distribution					
To	Naomi Butcher, 1/3	148	90			
To	Naomi Butcher, Guardian of Joseph W. Butcher, Jr., 1/3	148	90			
To	Naomi Butcher, Guardian of Jerome					

		G. Butcher, 1/3	148	90		
					446	70
					750	00

40

DIXIE LEE BEAN, a minor by EVELYN HUBER BEAN, her mother and next friend	*	IN THE CIRCUIT COURT FOR BALTIMORE COUNTY
JO ANN LANTZ, a minor by JAMES J. LANTZ, her husband and next friend	*	IN EQUITY DOCKET 73 FOLIO 41-558
vs.	*	Case No. 49143
BOYD A. WISE MYRTLE CRANFORD DOROTHY B. PETRIE BOYD A. BEAN		

* * * * * * * * * * *

DOCKET ENTRIES

Aug. 20, 1962	Bill of Complaint for the sale of real estate and that a Trustee be appointed to make said sale, affidavit, authorization of Evelyn Huber Bean and authorization of James J. Lantz. App. of John E. Magers, Jr., Atty. for Plaintiffs fd.
Aug. 21, 1962	Answer of Boyd A. Wise, to Bill of Complaint, in Proper Person, with service of copy admitted thereon, filed.
Aug. 21, 1962	Answer of Myrtle Cranford, to Bill of Complaint in Proper Person, with service of copy admitted thereon fd.
Aug. 21, 1962	Answer of Dorothy B. Petrie, to Bill of Complaint, in Proper Person, with service of copy admitted thereon fd.
Aug. 21, 1962	Answer of Boyd A. Bean, to Bill of Complaint, in Proper Person, with service of copy admitted thereon filed.
Sept. 25, 1962	Testimony, two exhibits and Report of Master filed.
Sept. 27, 1962	Decree appointing John E. Magers, Jr., Trustee to make sale of said properties, upon filing an approved bond in the penalty of $20,000.00 filed.
Oct. 22, 1962	Approved Bond filed.
Oct. 29, 1962	Certificate of publication of advertisement fd.
Oct. 31, 1962	Report of Sale fd. (3020 Texas Ave., Balto. City)
Oct. 31, 1962	Ratified Nisi Order filed.
Oct. 31, 1962	Affidavit of Purchaser filed.
Nov. 2, 1962	Report of Sale fd. (4102 - 8th Ave. Balto. City)
Nov. 2, 1962	Ratified Nisi Order filed.
Nov. 19, 1962	Certificate of publication of Trustee's sale, filed.
Nov. 20, 1962	Report of Sale fd. (7826 Daniels Ave., Balto. Co.)

1962 DEC 20 PM 3:27
FILED

Nov. 20, 1962	Ratified Nisi Order filed.
Nov. 20, 1962	Affidavit of Purchaser filed.
Nov. 20, 1962	Report of Sale filed. (311 So. 52nd St. Balto. Co.)
Nov. 20, 1962	Ratified Nisi Order filed.
Nov. 20, 1962	Affidavit of Purchaser filed.
Nov. 20, 1962	Report of Sale filed. (1510 Dundalk Ave. Balto. City)
Nov. 20, 1962	Ratified Nisi Order filed.
Nov. 20, 1962	Affidavit of Purchaser filed.
Nov. 20, 1962	Report of Sale filed. (5008 Pembridge Ave. Balto. City)
Nov. 20, 1962	Ratified Nisi Order filed.
Nov. 20, 1962	Affidavit of Purchaser filed.
Nov. 20, 1962	Report of Sale fd. (602 Fairmount Ave. Anne Arundel Co.)
Nov. 20, 1962	Ratified Nisi Order filed.
Nov. 20, 1962	Affidavit of Purchaser filed.
Nov. 20, 1962	Report of Sale fd. (3239 Magnolia Ave. Balto. Co.)
Nov. 20, 1962	Ratified Nisi Order filed.
Nov. 20, 1962	Affidavit of Purchaser filed.
Nov. 23, 1962	Certificate of publication of Order Nisi filed.
Nov. 26, 1962	Affidavit of Purchaser fd. (4102 Eighth St., City)
Nov. 26, 1962	Exceptions to ratification of sale of 3020 Texas Ave. of Dennis P. Murphy, by J. Calvin Carney, Atty., with certificate of mailing, filed.
Nov. 26, 1962	Petition, Affdts., Consents and Order of Court that Henry John Weber be and he is hereby substituted as Purchaser in the place and stead of Dennis P. Murphy, Purchaser of property 3020 Texas Ave., referred to the aforegoing Petition, with the same rights and liabilities, filed.
Nov. 30, 1962	Certificate of publication of advertisement filed. (Maryland Gazette)
Dec. 3, 1962	Certificate of publication of Order Nisi filed.
Dec. 4, 1962	Report of Sale finally ratified and confirmed order fd.
Dec. 17, 1962	Certificate of publication of Order Nisi fd. (602 Fairmount Ave)(Fremont) (Anne Arundel Co.)
Dec. 17, 1962	Certificate of publication of Order Nisi fd. (1510 Dundalk Ave. Baltimore City)

Dec. 17, 1962	Certificate of publication of Order Nisi fd. (7826 Daniels Ave., Baltimore County)
Dec. 17, 1962	Certificate of publication of Order Nisi fd. (5008 Pembridge Ave., Baltimore City)
Dec. 17, 1962	Certificate of publication of Order Nisi fd. (3239 Magnolia Ave., Baltimore County)
Dec. 17, 1962	Certificate of publication of Order Nisi fd. (311 So. 52nd St., Baltimore County)
Dec. 18, 1962	Report of Sales finally ratified and confirmed order fd.

DIXIE LEE BEAN, a minor, by EVELYN HUBER BEAN, her mother and next friend Stephens City, Virginia	:	
JO ANN LANTZ, a minor by JAMES J. LANTZ, her husband and next friend Route 3, Winchester, Virginia Plaintiffs	:	IN THE CIRCUIT COURT FOR
VS	:	
BOYD A. WISE 344 Maple Avenue Danville, Kentucky	:	BALTIMORE COUNTY
MYRTLE CRANFORD Pullen's Nursing Home 1st Street Sykesville, Maryland	:	In Equity
DOROTHY B. PETRIE Stephens City, Virginia	:	
BOYD A. BEAN c/o Cornwell's Grocery Berryville Avenue Winchester, Virginia Defendants	:	

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

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of DIXIE LEE BEAN, a minor, by EVELYN HUBER BEAN, her mother and next friend, and JO ANN LANTZ, a minor, by JAMES J. LANTZ, her husband and next friend, Plaintiffs, by JOHN E. MAGERS, JR., their Solicitor, respectfully shows:

1. That LILLIAN WISE, a resident of Baltimore County, State of Maryland, died in said County and State on the 10th day of February, 1962, intestate, leaving surviving her as her sole heirs at law and next of kin and distributees the following persons:

a. BOYD A. WISE, a brother, who resides at 344 Maple Avenue, Danville, Kentucky.

b. MYRTLE CRANFORD, a sister, who resides at Pullen's Nursihg Home,

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1st Street, Sykesville, Maryland.

c. DOROTHY B. PETRIE, a niece (daughter of a deceased sister, Bessie Bean), who resides at Stephens City, Virginia.

d. BOYD A. BEAN, a nephew, (son of a deceased sister, Bessie Bean), who resides at c/o Cornwell's Grocery, Berryville Avenue, Winchester, Virginia.

e. DIXIE LEE BEAN, a minor, a great-niece, (daughter of Norman Wise Bean, deceased, who was the son of Bessie Bean, a sister, deceased) who resides at Stephens City, Virginia.

f. JO ANN LANTZ, a minor, a great-niece, (daughter of Norman Wise Bean, deceased, who was the son of Bessie Bean, a sister, deceased) who resides at Route 3, Winchester, Virginia.

2. That the said LILLIAN WISE died seized and possessed of certain fee-simple property and reversions or annual ground rents located in the State of Maryland described as follows:

a. Lots Nos. 29, 30, 31, 32 & 33, Block 1, Plat of Parkville Grove (Plat Book No. 6, Folio 182). The improvements thereon being known as No.3020 Texas Avenue, Baltimore County.

b. $90. Reversion or Annual Ground Rent issuing out of the property known as No. 311 South Fifty-Second Street, Baltimore County.

c. $84. Reversion or Annual Ground Rent issuing out of the property known as No. 7326 Daniels Avenue, Baltimore County.

d. $60. Reversion or Annual Ground Rent issuing out of the property known as No. 3239 Magnolia Avenue, Baltimore County.

e. $90. Reversion or Annual Ground Rent issuing out of the property known as No. 5008 Pembridge Avenue, Baltimore City.

f. $90. Reversion or Annual Ground Rent issuing out of the property known as No. 4102 Eighth Street, Baltimore City.

g. $90. Reversion or Annual Ground Rent issuing out of the property known as No. 1510 Dundalk Avenue, Baltimore City.

h. $96. Reversion or Annual Ground Rent issuing out of the property known as No. 602 Fairmount Road, (formerly Fremont) Anne Arundel County.

3. That the ownership and title of said property is therefore at this time vested in the following persons in the following shares and proportions;

viz:

a.	BOYD A. WISE	One-third thereof
b.	MYRTLE CRANFORD	One-third thereof
c.	DOROTHY B. PETRIE	One-ninth thereof
d.	BOYD A. BEAN	One-ninth thereof
e.	DIXIE LEE BEAN	One-eighteenth thereof
f.	JO ANN LANTZ	One-eighteenth thereof

4. That the aforesaid property cannot be divided in kind without loss or injury to the parties interested, and that it would be to the benefit and advantage of the minor plaintiffs, as well as of all the other parties interested that the said fee-simple properties be sold and the monies arising from the sale thereof, after paying the costs and expenses of the sale and of these proceedings, be distributed and divided among the parties to this case, according to their respective interest and estates.

5. That the parties in this proceeding are all of the parties having any interest in the aforementioned properties. That the Plaintiffs, DIXIE LEE BEAN and JO ANN LANTZ, are minors. All of the other parties are of legal age and are sui juris.

WHEREFORE, the Plaintiffs pray:

1. That a decree be passed for the sale of the above described fee-simple properties in lieu of Partition, and a Trustee be appointed to make such sale and convey the same to the purchaser or purchasers.

2. That the monies arising from the sale of said properties, after paying the costs and expenses of the sale and of these proceedings, be distributed and divided among the parties hereto according to their respective interests and estates.

3. And for such other and further relief as the nature of their case may require.

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And as in duty bound, etc.

Evelyn Huber Bean
EVELYN HUBER BEAN, Mother and next friend
of DIXIE LEE BEAN, Plaintiff

James J. Lantz
JAMES J. LANTZ, husband and next friend
of JO ANN LANTZ, Plaintiff

John E. Magers, Jr.
JOHN E. MAGERS, JR.
1424 Fidelity Building
Baltimore, 1, Maryland
Plaza 2-3670
Solicitor for Plaintiffs

STATE OF VIRGINIA
to wit:
COUNTY OF FREDERICK

I HEREBY CERTIFY, That on this 3rd day of August, 1962, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EVELYN HUBER BEAN, Mother and next friend of DIXIE LEE BEAN, and JAMES J. LANTZ, Husband and next friend of JO ANN LANTZ, and made oath in due form of law that the matters and facts set forth in above Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Pauline H. Cutright
Notary Public
My commission expires 12-8-63

SEAL

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DIXIE LEE BEAN, A Minor et al.	:	IN THE CIRCUIT COURT
	:	FOR BALTIMORE COUNTY
VS.	:	IN EQUITY
	:	DOCKET 73 FOLIO 41
BOYD A. WISE et al.	:	CASE No. 49143
	:	

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

D E C R E E

This cause standing ready for hearing and being submitted, the Bill of Complaint, Answers, Testimony, Exhibits and all other proceedings were by the Court read and considered.

It is thereupon this 27th day of September, 1962, by the Circuit Court for Baltimore County, in Equity, ADJUDGED, ORDERED and DECREED that the fee simple property and the ground rents mentioned and described in these proceedings be sold and that John E. Magers, Jr. be and he is hereby appointed Trustee to make sale of said properties; 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 the Clerk thereof in the penalty of $20,000.00 conditional for the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any further Order in the premises. He shall then promptly sell the fee simple property and the ground rents, either at private or public sales, and if at private sales at a price not less than the appraised values thereof to be approved by this Court, and if at public sales, by giving at least three weeks' notice by advertisement inserted in some weekly newspaper or newspapers (or daily newspaper), as the case may be, published in the City or Counties wherein said properties are located, and in such other manner as he shall think proper of the time, place, condition and terms of said sales, which terms of said sales shall require a deposit of ten per cent, of the purchase price or prices at the time and place of sale,

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the balance to be paid in full upon final ratification of said sale or sales by this Court with interest on the unpaid balance from the date of final ratification; taxes and other fixed charges, if any, to be adjusted to the date of final ratification, and upon obtaining the Court's ratification of said sale or sales and upon payment of the whole purchase price and not before, the Trustee shall, by good and sufficient deed or deeds to be executed and acknowledged according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Plaintiff and Defendant, and those claiming by, from and under them, or any of them; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale or sales of said properties with an affidavit annexed thereto of the truth thereof and of the fairness of said sale or sales; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that said Trustee shall bring into this Court the money arising from said sale or sales to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said Trustee as this Court shall deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Approved for Decree.

CLINTON P PITTS
MASTER

JOHN E RAINE JR
JUDGE

9

E-123—1 M—2-62.

REPORT OF SALE

LIBER 143 PAGE 552

—IN THE—

CIRCUIT COURT

—FOR—

BALTIMORE COUNTY

In Equity - #49143

DIXIE LEE BEAN, A Minor et al

VS.

BOYD A. WISE, et al

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of JOHN E. MAGERS, JR., Trustee appointed by the decree in the above entitled cause to make sale of Certain Ground Rents

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 MARYLAND GAZETTE, a weekly newspaper, published in ~~Baltimore County~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 16th day of November, 1962, at 2:00 o'clock, P. M., attend ~~on the premises and then and there sold~~ at 407 North Howard Street, Baltimore 1, Maryland, and then and there sold the $96.00 Ground Rent issuing out of the property known as No. 602 Fairmount (Fremont) Avenue, Anne Arundel County, unto LUTHER E. MELLEN, he being the highest bidder, at and for the sum of ELEVEN HUNDRED AND FIFTY-FIVE DOLLARS ($1155.00), in accordance with the terms of the attached advertisement, which is hereby made a part hereof.

John E. Magers, Jr., Solicitor
1424 Fidelity Bldg., Baltimore 1, Md.

TRUSTEE'S SALE
VALUABLE GROUND RENTS

Under and by virtue of a decree of the Circuit Court for Baltimero County, in Equity, passed on the 27th day of September, 1962, Case No. 49143, Docket 73, Folio 41, (decree for sale of property), the undersigned Trustee will sell at Public Auction at

407 N. Howard St., Baltimore 1, Md.
Friday, November 16, 1962
At 2 o'clock P. M.
REDEEMABLE

$96.00 on 602 Fairmount (Fremont) Rd., Anne Arundel County
$90.00 on 5008 Pembridge Ave., Baltimore City
$90.00 on 4102 Eighth St., Baltimore City
$90.00 on 1510 Dundalk Ave., Baltimore City
$90.00 on 311 S. Fifty-second St., Baltimore County
$84.00 on 7826 Daniels Ave., Baltimore County
$60.00 on 3239 Magnolia Ave., Baltimore County

TERMS OF SALE: A cash deposit of 10% of the purchase price will be required of the purchaser of each ground at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Baltimore County and to bear interest from the day of final ratification. Ground rents to be adjusted to day of final ratification. Cost of all documentary stamps and transfer tax to be borne by tbo purchaser.

JOHN E. MAGERS, JR.,
Trustee.

SAM W. PATTISON & CO., Auct.

Oct. 19-26—Nov. 2-9-16.

LIBER 143 PAGE 553

John E. Magers, Jr., Trustee.

State of Maryland, ~~County~~ City of Baltimore, Sct.

I Hereby Certify, that on this 19th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared JOHN E. MAGERS, JR., 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.

Katherine N. Geyer - Notary Public

RECD 1962

LIBER 143 PAGE 534

DIXIE LEE BEAN, a Minor, et al.

VS.

BOYD A. WISE, et al.

IN THE

Circuit Court for Baltimore County

IN EQUITY

49143 73/41

ORDERED, By the Circuit Court for Baltimore County, this 20th day of November 1962, that the sale made of certain Ground Rents and reported by John E. Magers, Jr., Trustee for the sale of the property described in the proceedings in the above entitled cause, No. 602 Fairmount (FreMont) Avenue, Anne Arundel County be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 17th day of December, 1962. Provided a copy of this order be inserted in some newspaper printed and published in Baltimore County, once in each of three successive weeks before the said 17th day of December 1962.

The report states the amount of sale to be $1,155.00

Walter J. Rossmisser Clerk.

True Copy—Test:

FILED NOV 20 1962 Clerk.

LIBER 143 PAGE 555

JOHN E. MAGERS, JR.
Solicitor
1404 Fidelity Bldg.
Baltimore 3, Md.

Trustee's Sale

Under and by virtue of a decree of the Circuit Court for Baltimore County, in Equity, passed on the 27th day of September, 1962, Case No. 49143, Docket 73, Folio 42, (decree for sale of property), the undersigned Trustee will sell at public auction at:

Fri. Nov. 16, 1962
at 2 o'clock P.M.
407 N. Howard St.
Baltimore 1, Md.

REDEEMABLE

$[illegible] on 602 Fairmount (Fremont) Rd., Anne Arundel County
$[illegible] on [illegible] Pembridge Ave., Baltimore City
$[illegible] on 4102 Eighth St., Baltimore City
$[illegible] on 1530 Dundalk Ave., Baltimore City
$90.00 on 311 S. Fifty-Second St., Baltimore County
$94.00 on 7[illegible] Dundalk Ave., Baltimore County
$60.00 on [illegible] Magnolia Ave., Baltimore County

Terms of Sale: A cash deposit of 10 per cent of the purchase price will be required of the purchaser of each ground at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Baltimore County and to bear interest from the day of final ratification. Ground rents to be adjusted to day of final ratification. Cost of all documentary stamps and transfer tax to be borne by the purchaser.

SAM W. PATTISON & CO.
Auctioneers

JOHN E. MAGERS, JR.,
Trustee

N-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed

Trustee's Sale
Case No. 49143
602 Fairmount Road, 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 16th day of November, 1962. The first insertion being made the 25th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

38

FILED NOV 30 1962

No. M. G. 33715

FILED By H. Tilghman

1962 NOV 28 PM 12 20

John E. Magers, Jr., Attorney
1424 Fidelity Bldg., Baltimore 1, Md.

ORDER NISI

DIXIE LEE BRAN, A Minor, Et Al.
Vs.
BOYD A. WISE, Et Al.

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY, IN EQUITY
49143—72/41

ORDERED, By the Circuit Court for Baltimore County, this 20th day of November, 1962, that the sale made of certain Ground Rents and reported by John E. Magers, Jr., Trustee for the sale of the property described in the proceedings in the above entitled cause, No. 803 Fairmount (Fremont) Avenue, Anne Arundel County, be ratified and confirmed, unless cause to the contrary thereof be shown,

On or before the 17th day of December, 1962;

Provided a copy of this Order be inserted in some newspaper printed and published in Baltimore County, once in each of three successive weeks before the said 17th day of December, 1962.

The report states the amount of sale to be $1,155.00.

WALTER J. RASMUSSEN, Clerk.
True Copy—Test:
WALTER J. RASMUSSEN, Clerk.
Nov. 23 30—Dec. 7-14.

CERTIFICATE OF PUBLICATION

TOWSON, MD., December 14, 1962.

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., once in each of 3 successive weeks before the 17th day of December, 1962, the first publication appearing on the 23rd day of November 1962.

THE JEFFERSONIAN,

Manager.

Cost of Advertisement, $

FILED DEC 17 1962

(41) E

1M—9-58.

LIBER 143 PAGE 557

Dixie Lee Bears, a minor
et al

VS.

Boyd A. Wise, et al

IN THE

Circuit Court for Baltimore County

SITTING IN EQUITY

ORDERED, By the Circuit Court for Baltimore County, this 18th day of December, 1962 that the sale of certain ground rents made by John E. Magers, Jr., Trustee for the sale of the Real Estate described in the proceedings in the above entitled cause, and reported by said Trustee to this Court on the 20th day of November, 1962, be and the same are 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 that~~ the said Trustee be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

E FILED DEC 18 1962

(47)

DIXIE LEE BEAN, a minor by EVELYN HUBER BEAN, her mother and next friend

JO ANN LANTZ, a minor by JAMES J. LANTZ, her husband and next friend

vs.

BOYD A. WISE
MYRTLE CRANFORD
DOROTHY B. PETRIE and Boyd A. Bean

: IN THE CIRCUIT COURT FOR

: BALTIMORE COUNTY

: IN EQUITY

73/41 49143

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that the aforegoing is a true copy taken from the original Docket Entries, Bill of Complaint filed August 20, 1962, Decree filed September 27, 1962, Report of Sale and Order of Nisi filed November 20, 1962, Certificate of Publication of Advertisement filed November 28, 1962, Certificate of Publication of Order Nisi filed December 17, 1962 and Final Ratification of Report of Sale filed December 18, 1962.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 20th day of December, 19 62

Robert R. Gill
Clerk of the Circuit Court for Baltimore County.

15

EDWARD DAVID HUDSON 1819 Dorsey Road Glen Burnie, Maryland	*	NO. 14,924 EQUITY
Complainant	*	
VS.	*	
MARAGERT SCHAEFER 3604 Elm Avenue Baltimore, Maryland	*	IN THE
And	*	CIRCUIT COURT
THE EMPIRE LOAN AND SAVINGS ASSOCIATION, Mortgagee, by its surviving officers, members and receivers,	*	FOR
ABRAHAM GOMBOROV, Secretary Equitable Building Baltimore 2, Maryland	*	ANNE ARUNDEL COUNTY
NATHAN BERKOW, President 652 W. Baltimore Street Baltimore, Maryland	*	
ISRAEL S. GOMBOROV, Receiver 48 E. Lexington Street Baltimore, Maryland	*	
A. DAVID GOMBOROV, Receiver Equitable Building Baltimore 2, Maryland	*	
LEON FLAX, Member 714 Shirley Ave. Norfolk, Virginia	*	
JOSEPH JACOBS, Member 2515 Reisterstown Rd. Baltimore, Maryland	*	
JENNIE BERKOW, Member 652 W. Baltimore Street Baltimore, Maryland	*	
R. L. KUSHNICK, Member Equitable Bldg. Baltimore 2, Maryland	*	
BENJAMIN ENGEL, Member 2304 Ocala Ave. Baltimore, Maryland	*	
HARRY KLAFF, Member 703 W. Ostend Street Baltimore, Maryland	*	
CELIA JACOBS, Member 2916 Alman Ave. Baltimore, Maryland	*	
LEAH STROWSKY, Member Rock Hill South Carolina	*	

FILED

1962 MAY 10 PM 3:16

ABE KUSHNICK, Member *
3563 Park Heights Ave.
Baltimore, Maryland

ROSA NACHLAS, Member *
c/o I. Wm. Nachlas,
Jessie Nachlas and
Sadie Borden, *
Executors,
2312 Eutaw Place
Baltimore, Maryland *

JACOB NEISTADT, Member
730 E. Baltimore Street
Baltimore, Maryland *

I. S. GOMBOROV, Member
48 E. Lexington Street *
Baltimore, Maryland

JULIUS KUSHNICK, Member
Equitable Building *
Baltimore, Maryland

WILLIAM GOLDMAN, Member *
834 Brooks Lane
Baltimore, Maryland
*

H. MEROWITZ, Member
1018 W. Baltimore Street
Baltimore, Maryland *

And
*

All persons having or claiming
to have any interest in Lot
Nos. 30 and 31, Block H, as shown
on a Plat of Arundel Manor, said
plat being recorded among *
the Plat Records of Anne Arundel
County in Plat Book 15, Page 3,
situate in the Fifth Election
District of Anne Arundel *
County, State of Maryland,

And *

MRS. MAUD MacSPEIDEN
207 N. Liberty Street *
Baltimore, Maryland, and
All persons having or claiming
to have any interest in Lot *
Nos. 28 and 29 Block H, as
shown on a Plat of Arundel
Manor, said plat being recorded
among the Plat Records of Anne
Arundel County in Plat Book *
15 Page 3, situate in the
Fifth Election District of
Anne Arundel County, State *
of Maryland,

Respondents *

* * * * *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Edward David Hudson, by William W. Townshend, Jr. and William E. Kirk, his solicitors, respectfully shows:

1. That on October 31, 1961, a Certificate of Tax Sale pertaining to Lot Nos. 30 and 31, Block H, Arundel Manor, in the Fifth Election District of Anne Arundel County, attached hereto and marked "Complainant's Exhibit No. 1", was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County who assigned the same to your Complainant, which Certificate and Assignment are prayed to be taken as part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3035-B - A parcel of ground in the Fifth Election District of Anne Arundel County, described as Lots 30-31 Block H Arundel Manor.

At the time of the tax sale, the property which is the subject of these proceedings was assessed to Maragert Schaefer and that the said property was originally conveyed to Maragert Schaefer by deed dated April 5, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29 Folio 257; that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held July 22, 1930 was $29.00.

3. That the description of the property as the same appeared on the tax rolls of the Treasurer of Anne Arundel County for the Fifth Election District on the day of the sale was:

> Maragert Schaefer
> Lots 30 and 31 Block H
> Arundel Manor

And that the description thereof as set forth, in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That, according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of Anne Arundel County, the title to the aforesaid acreage was vest-

ed in the name of Maragert Schaefer at the time of the tax sale; that the County Commissioners for Anne Arundel County purchased said lots at the tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 1450; that C. Albert Hodges, late Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County conveyed the aforesaid property to the County Commissioners for Anne Arundel County by deed dated January 4, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 146 Folio 500 and also by deed dated December 17, 1947 and recorded among said Land Records in Liber J.H.H. No. 449 Folio 294, who, in turn, conveyed said lots to Edward David Hudson by deed dated December 30, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450 Folio 165.

5. That prior to the execution of the deed dated April 5, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29, Folio 257 to Maragert Schaefer, the Grantor, United Realty and Home Builders Corporation executed a mortgage to the Empire Loan and Savings Association dated November 23, 1925 and recorded among said Land Records in Liber W.M.B. 17, Folio 463, covering a large number of lots in Arundel Manor, one of those remaining unreleased being Lot No. 30, Block H; and that the Empire Loan and Savings Association has been dissolved according to a Decree in Case No. A-25242 in the Circuit Court for Baltimore City, dated September 11, 1941 and the Charter forfeited, as indicated by a letter from the State Department of Assessments and Taxation, dated April 16, 1962, attached hereto, marked "Complainant's Exhibit No. 2," and prayed to be made a part hereof.

6. That on October 31, 1961, a Certificate of Tax Sale pertaining to Lot Nos. 28 and 29, Block H, Arundel Manor, in the Fifth Election District of Anne Arundel County, attached hereto and marked "Complainant's Exhibit No. 3", was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County

who assigned the same to your Complainant, which Certificate and Assignment are prayed to be taken as part hereof.

7. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3034-B - A parcel of ground in the Fifth Election District of Anne Arundel County, described as Lots 28-29 Block H Arundel Manor.

At the time of the tax sale, the property which is the subject of these proceedings, was assessed to Maud MacSpeiden and said property was originally conveyed to Mrs. Maud MacSpeiden by deed dated September 9, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 7 Folio 435; that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held July 22, 1930 was $28.00.

8. That the description of the property as the same appeared on the tax rolls of the Treasurer of Anne Arundel County for the Fifth Election District on the day of sale was:

> Maud MacSpeiden
> Lots 28-29 Block H
> Arundel Manor

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

9. That, according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of Anne Arundel County, the title to the aforesaid acreage was vested in the name of Maud MacSpeiden at the time of the tax sale; that the County Commissioners for Anne Arundel County purchased said lots at the tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 1436; that C. Albert Hodges, late Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, conveyed the aforesaid property to the County Commissioners for Anne Arundel County by deed dated December 18, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145 Folio 529 and also by deed dated December 17, 1947 and recorded among

said Land Records in Liber J. H. H. No. 449 Folio 294, who, in turn, conveyed said lots to Edward David Hudson by deed dated December 30, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 450 Folio 165.

10. That the aforesaid lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Sections 97 to 123 of Article 81 of the Annotated Code of Maryland.

11. The amount necessary for the redemption of the above entitled property is as follows:

Maragert Schaefer - Certificate No. 3035-B $29.00

Maud MacSpeiden - Certificate No. 3034-B $28.00

which is the amount paid for said property, as the same appears on the Certificates of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest, penalties and costs, paid by the Complainant herein, subsequent to the date of sale of said property, as provided for under the provisions of the Acts of 1943 aforesaid, as amended.

12. That it appears that the Respondent Property Owners herein according to the assessment records for Anne Arundel County, on the date of the tax sale, are residents of the State of Maryland therefore your Complainant prays for process directed to the aforesaid Respondents at their last known address as above set forth, as the address of the said resident Respondent.

13. That it appears that the officers, members and receivers of the Respondent Mortgagee are both residents and non-residents and your Complainants pray for process directed to the aforesaid Respondents as residents and non-residents at their last known addresses as shown in the heading to these proceedings.

14. That the Complainant prays for an Order of Publi-

6

cation directed to all the parties in interest in the aforementioned property.

TO THE END THEREFORE,

(a) This Court pass a final decree foreclosing all the rights of redemption of the Respondents herein in and to the aforesaid Lot Nos. 28, 29, 30 and 31, Block H as shown on the Plat of Arundel Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 15 Page 3.

(b) That the Court pass a final decree whereby there will be vested in the Complainant, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public assessments to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforementioned property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on a day set, not less than sixty days from the filing of this Bill of Complaint, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

Edward David Hudson

Edward David Hudson

TOWNSHEND AND KIRK

BY: William E. Kirk

William E. Kirk
Attorneys for Complainant
Towns-Worth Bldg., South St.
Annapolis, Maryland
Col. 3-4540

7

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of January 1904, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward David Hudson, the above named Complainant, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Eleanor [illegible]
Notary Public

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Duplicate of 1450

LIBER 143 PAGE 567

Nº 3035-B CERTIFICATE OF TAX SALE

I, Edward M Dunn Jr., Succession to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22 1930, I sold to A. A. Co. Comm. at public auction for the sum of 29.00 Dollars and ..... Cents, of which 29.00 Dollars has been paid as a deposit on the property in Dist 5 described as Lots 30-31 Blk H. Arundel Manor.

and assessed to Margaret Schaefer

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~~ July 23, 1931, 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 31st day of October 1961

Edward M Dunn Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 31st day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth [illegible]
Notary Public.

My Commission Expires May 6, 1963

FILED
1962 MAY 10 PM 3.16

"COMPLAINANT'S EXHIBIT NO. 1"

9

FOR VALUE RECEIVED, the Board of County Commissioners for Anne Arundel County, by its president, Frank W. Wilde, do hereby assign all of its right, title and interest in Lots No. 30 and 31 Block H, Arundel Manor, situated in the Fifth Election District of Anne Arundel County unto Edward David Hudson.

WITNESS the hand and seal of the said Board of County Commissioners by its president, Frank W. Wilde, this 5th day of December, 1961.

WITNESS:

Lucy F. Lokah

BOARD OF COUNTY COMMISSIONERS
FOR ANNE ARUNDEL COUNTY

By: Frank W. Wilde (SEAL)
Frank W. Wilde, President

01

LIBER 143 PAGE 569

STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 WEST PRESTON STREET

BALTIMORE 1

April 16, 1962.

ALBERT W. WARD
DIRECTOR

WILLIAM H. RILEY
CHIEF SUPERVISOR
OF ASSESSMENTS

Mr.Wm. W.Townshend, Jr.,
Towns-Worth Bldg.,
Annapolis,Maryland.

Dear Sir:

Referring to your letter of April 5, be advised that the corporation THE EMPIRE LOAN AND SAVINGS ASSOCIATION was dissolved by decree of the circuit court of Baltimore City as of September 13, 1941 and we have no record in this office of the surviving officers and directors. The above information under the hand and seal of this Department would cost $2.00, payable in advance.

Very truly yours,

by Katharine S. Kern (mrs.)

kk

FILED

1962 MAY 10 PM 3:13

"Exhibit No. 2"

Duplicate of 1436

LIBER 143 PAGE 570

No 3034-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr., Successor to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22, 1930, I sold to A. A. Co. Comm. at public auction for the sum of 28.00 Dollars and ..... Cents, of which 28.00 Dollars has been paid as a deposit on the property in Dist 5 described as Lots 28-29 Blk H. Arundel Manor.

and assessed to Maude Mac Speiden

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~~ July 23, 1931, 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 31st day of October 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 31st day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 6, 1963

"COMPLAINANT'S EXHIBIT NO. 3"

1964 MAR 10 PM 3 16

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LIBER 143 PAGE 571

FOR VALUE RECEIVED, the Board of County Commissioners for Anne Arundel County, by its president, Frank W. Wilde, does hereby assign all of its right, title and interest in Lots No. 28 and 29 Block H, Arundel Manor, situated in the Fifth Election District of Anne Arundel County unto Edward David Hudson.

WITNESS the hand and seal of the said Board of County Commissioners by its president, Frank W. Wilde, this 5th day of December, 1961.

WITNESS:

Lucy F. Larkin

BOARD OF COUNTY COMMISSIONERS
FOR ANNE ARUNDEL COUNTY

By Frank W. Wilde (SEAL)
Frank W. Wilde, President

EDWARD DAVID HUDSON 1819 Dorsey Road Glen Burnie, Maryland	*	NO. 14,994 EQUITY
Complainant	*	IN THE
VS.		
MARAGERT SCHAEFER 3604 Elm Avenue Baltimore, Maryland	*	CIRCUIT COURT
And	*	FOR
THE EMPIRE LOAN AND SAVINGS ASSOCIATION, Mortgagee, by its surviving officers, members and receivers,	*	ANNE ARUNDEL COUNTY
ABRAHAM GOMBOROV, Secretary Equitable Building Baltimore 2, Maryland	*	
NATHAN BERKOW, President 652 W. Baltimore Street Baltimore, Maryland	*	
ISRAEL S. GOMBOROV, Receiver 48 E. Lexington Street Baltimore, Maryland	*	
A. DAVID GOMBOROV, Receiver Equitable Building Baltimore 2, Maryland	*	
LEON FLAX, Member 714 Shirley Ave. Norfolk, Virginia	*	
JOSEPH JACOBS, Member 2515 Reisterstown Rd. Baltimore, Maryland	*	
JENNIE BERKOW, Member 652 W. Baltimore Street Baltimore, Maryland	*	
R. L. KUSHNICK, Member Equitable Bldg. Baltimore 2, Maryland	*	
BENJAMIN ENGEL, Member 2304 Ocala Ave. Baltimore, Maryland	*	
HARRY KLAFF, Member 703 W. Ostend Street Baltimore, Maryland	*	
CELIA JACOBS, Member 2916 Alman Ave. Baltimore, Maryland	*	

FILED

1962 MAY 10 PM 3:18

14

LEAH STROWSKY, Member *
Rock Hill
South Carolina

ABE KUSHNICK, Member *
3563 Park Heights Ave.
Baltimore, Maryland

ROSA NACHLAS, Member *
c/o I. Wm. Nachlas,
Jessie Nachlas and
Sadie Borden, *
Executors,
2312 Eutaw Place
Baltimore, Maryland
*
JACOB NEISTADT, Member
730 E. Baltimore Street
Baltimore, Maryland *

I. S. GOMBOROV, Member
48 E. Lexington Street *
Baltimore, Maryland

JULIUS KUSHNICK, Member *
Equitable Building
Baltimore, Maryland
*
WILLIAM GOLDMAN, Member
834 Brooks Lane
Baltimore, Maryland *

H. MEROWITZ, Member
1018 W. Baltimore Street *
Baltimore, Maryland

And *

All persons having or claiming
to have any interest in Lot Nos. *
30 and 31, Block H, as shown on
a Plat of Arundel Manor, said
plat being recorded among the *
Plat Records of Anne Arundel
County in Plat Book 15, Page 3,
situate in the Fifth Election *
District of Anne Arundel
County, State of Maryland,

And *

MRS. MAUD MacSPEIDEN
207 N. Liberty Street *
Baltimore, Maryland, and
All persons having or claiming
to have any interest in Lot Nos.
28 and 29 Block H, as shown on *
a Plat of Arundel Manor, said
plat being recorded among the
Plat Records of Anne Arundel *
County in Plat Book 15 Page 3,
situate in the Fifth Election
District of Anne Arundel County,
State of Maryland, *

Respondents

* * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessor in title of the Complainant in these proceedings and described as follows:

> Known and designated as Lot Nos. 28, 29, 30 and 31, Block H of Arundel Manor as shown on the Plat of Arundel Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 15 Page 3.

Lots 28 and 29 Block H being the same property described in a deed to Mrs. Maud MacSpeiden dated September 9, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 7 Folio 435.

Lots 30 and 31 Block H being the same property described in a deed to Maragert Schaefer dated April 5, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29 Folio 257.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired, and that Lot No. 30, Block H is encumbered by an unreleased mortgage held by The Empire Loan and Savings Association which was dissolved on September 13, 1941.

It is thereupon, this 11th day of May, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 19th day of July, 1962, and redeem the property and

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answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

17

In The
Circuit Court
Anne Arundel County
No. 14,994 Equity

EDWARD DAVID HUDSON
1819 Dorsey Road
Glen Burnie, Maryland
Complainant

VS.

MARAGERT SCHAEFER
3604 Elm Avenue
Baltimore, Maryland
And
THE EMPIRE LOAN AND SAVINGS ASSOCIATION, Mortgagee, by its surviving officers, members and receivers,
ABRAHAM GOMBOROV
Secretary
Equitable Building
Baltimore 2, Maryland
NATHAN BERKOW, President
652 W. Baltimore Street
Baltimore, Maryland
ISRAEL S. GOMBOROV
Receiver
48 E. Lexington Street
Baltimore, Maryland
A. DAVID GOMBOROV,
Receiver
Equitable Building
Baltimore 2, Maryland
LEON FLAX, Member
714 Shirley Ave.
Norfolk, Virginia
JOSEPH JACOBS, Member
2515 Reisterstown Rd.
Baltimore, Maryland
JENNIE BERKOW, Member
652 W. Baltimore Street
Baltimore, Maryland
R. L. KUSHNICK, Member
Equitable Bldg.
Baltimore 2, Maryland
BENJAMIN ENGEL, Member
2304 Ocala Ave.
Baltimore, Maryland
HARRY KLAFF, Member
703 W. Ostend Street
Baltimore, Maryland
CELIA JACOBS, Member
2916 Alman Ave.
Baltimore, Maryland
LEAH STROWSKY, Member
Rock Hill
South Carolina
ABE KUSHNICK, Member
3563 Park Heights Ave.
Baltimore, Maryland
ROSA NACHLAS, Member
c-o I. Wm. Nachlas,
Jessie Nachlas and
Sadie Borden, Executors,
2312 Eutaw Place
Baltimore, Maryland
JACOB NEISTADT, Member...
730 E. Baltimore Street
Baltimore, Maryland
I. S. GOMBOROV, Member
48 E. Lexington Street
Baltimore, Maryland
JULIUS KUSHNICK, Member
Equitable Building
Baltimore, Maryland
WILLIAM GOLDMAN, Member
834 Brooks Lane
Baltimore, Maryland
H. MEROWITZ, Member
1018 W. Baltimore Street
Baltimore, Maryland
And
All persons having or claiming to have any interest in Lot Nos. 30 and 31, Block H, as shown on a Plat of Arundel Manor, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 3, situate in the Fifth Election District of Anne Arundel County, State of Maryland,
And
MRS. MAUD MacSPEIDEN
207 N. Liberty Street
Baltimore, Maryland, and
All persons having or claiming to have any interest in Lot Nos. 28 and 29 Block H, as shown on a Plat of Arundel Manor, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15 Page 3, situate in the Fifth Election District of Anne Arundel County, State of Maryland,
Respondents

No. 18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 143 PAGE 576

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1962

We hereby certify, that the annexed

Order of Publication
No. 14,994 Eq.
Margaret Schaffer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of July, 1962 The first insertion being made the 17th day of June, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 JUN 13 A.M. 10:30

By [illegible]

Order Of Publication

LIBER 143 PAGE 577

The object of this proceeding is to secure the foreclosure of all rights and redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessor in title of the Complainant in these proceedings and described as follows:

Known and designated as Lot Nos. 28, 29, 30 and 31, Block H of Arundel Manor as shown on the Plat of Arundel Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 15 Page 3.

Lots 28 and 29 Block H being the same property described in a deed to Mrs. Maud MacSpeiden dated September 9, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 7 Folio 435.

Lots 30 and 31 Block H being the same property described in a deed to Maragert Schaefer dated April 5, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29 Folio 257.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of of sale have expired, and that lot No. 30, Block H is encumbered by an unreleased mortgage held by The Empire Loan and Savings Association which was dissolved on September 18, 1941.

It is thereupon, this 11th day of May, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some news paper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 19th day of July, 1962, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

Ju-7

LIBER 143 PAGE 578

EDWARD DAVID HUDSON	*	NO. 14,994 EQUITY
Complainant		
VS.	*	IN THE CIRCUIT COURT
MARAGERT SCHAEFER etal	*	FOR
Respondents		
	*	ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT OF CERTIFIED MAIL AND RECEIPT THEREOF

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

I HEREBY CERTIFY, that on this 21st day of September 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personallly appeared William E. Kirk and he made oath in due form of law that a certifield letter has been sent to the Defendants, Leon Flax and Leah Strowsky, enclosing a copy of the Bill of Complaint and Order of Publication filed in these proceedings, and that the attached receipts (senders and addressee's) were returned on the dates indicated.

The affiant further made oath that the certified letter sent to the Defendant, Leah Strowsky, was returned marked "unknown", and that your affiant does not know of another address of said Leah Strowsky.

AS WITNESS my hand and Notarial Seal.

Eleanor M. Dallas
Notary Public

FILED
1962 SEP 24 PM 4:20

19

LIBER 143 PAGE 579

#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)*

Leon Flax

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Benton Flax

DATE DELIVERED: MAY 14 1962

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—10—71548-4 GPO

No. 798330

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Leon Flax

STREET AND NO.: 714 Shirley Ave.

CITY AND STATE: Norfolk, Virginia

If you want a return receipt, check which ☒ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1950

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

POSTMARK OR DATE: ANNAPOLIS MAY 11 1962 MD.

No. 798331

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Leah Strowsky

STREET AND NO.

CITY AND STATE: Rock Hill, South Carolina

If you want a return receipt, check which ☒ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1950

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

POSTMARK OR DATE: ANNAPOLIS MAY 11 1962 MD.

DATE OF NOTICE: MAY 14 1962

ARTICLE ADDRESSED TO: Leah Strowsky Rock Hill, S.C.

C.O.D. ARTICLE NO.

REGISTERED / INSURED / ☒ CERTIFIED — NO. 798331

has been abandoned per your directions

CANNOT BE DELIVERED BECAUSE:

☐ DELIVERY IS RESTRICTED. ADDRESSEE CAN NOT OR WILL NOT SIGN.

☒ ~~INCORRECTLY ADDRESSED.~~ SUPPLY BETTER ADDRESS IF POSSIBLE.

☐ UNKNOWN. SUPPLY ADDRESS OR FORWARDING DIRECTIONS, IF POSSIBLE.

State below disposition you wish made of this registered, insured, or certified article and send this form promptly in an envelope bearing first-class postage to Postmaster at:

DISPOSITION INSTRUCTIONS:

☐ Return to sender ☐ Restriction lifted—deliver to addressee's agent

☐ Try at

SIGNATURE

GPO 1962 OF—622680

CERTIFIED No. 798331 MAIL

RETURN RECEIPT REQUESTED

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

Leah Strowsky
Rock Hill
South Carolina

MAY 14 1962

1st Notice 5-14
2nd Notice
Return 5-29

REASON CHECKED
Unclaimed
Unknown
Moved, left no address
No such office in state
Do not remail in this envelope

MAY 11 1962 MD.

No. 14, 04 EQUITY

LIBER 143 PAGE 580

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of ,

19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William E. Kirk, attorney for Edward David Hudson,

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.)
the individual Defendants named herein,

to the best of his knowledge

~~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 21st day of September , 19 62 .

Notarial Seal

Edward M Dallas
Notary Public.

My Commission will expire on: May 6, 1963

Filed,

1962 SEP 24 PM 4:20

20

LIBER 143 PAGE 581

EDWARD DAVID HUDSON 1819 Dorsey Road Glen Burnie, Maryland	*	NO. 14,994 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
MARGARET SCHAEFER, et al 3604 Elm Avenue Baltimore, Maryland	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * *

DECREE PRO CONFESSO

The Respondents, Margaret Schaefer, The Empire Loan and Savings Association, Nathan Berkow, Israel S. Gomborov, Leon Flax, Joseph Jacobs, Jennie Berkow, R. L. Kushnick, Benjamin Engel, Harry Klaff, Celia Jacobs, Leah Strowsky, Abe Kushnick, Rosa Nachlas, Jacob Neistadt, I. S. Gomborov, William Goldman and Mrs. Maud MacSpeiden, after order of publication duly published, and Abraham Gomborov, A. David Gomborov, Julius Kushnick and H. Merowitz, having been duly summoned, having failed to appear to the bill of complaint and answer same according to the command of said order of publication or writ of summons.

It is, thereupon, this 25 day of September, 1962, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said Respondents.

George Sachse
Judge

FILED

1962 SEP 25 PM 2:02

21

EDWARD DAVID HUDSON 1819 Dorsey Road Glen Burnie, Maryland	*	NO. 14,994 EQUITY
	*	IN THE
Complainant	*	CIRCUIT COURT
VS.	*	FOR
MARGARET SCHAEFER, et al 3604 Elm Avenue Baltimore, Maryland	*	ANNE ARUNDEL COUNTY
	*	
Defendants	*	

* * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition), as amended,

It is, thereupon, this 26th day of October, 1962, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED, AND DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> All those lots situate in the Fifth Election District of Anne Arundel County, State of Maryland, known and designated as Lots 28, 29, 30 and 31, Block H, as shown on the Plat of Arundel Manor, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 3,

and having been sold by the Treasurer of Anne Arundel County on July 22, 1930 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is here-

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22

by vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

4. That the Plaintiff shall pay the costs of this proceeding.

Judge

23

PETER LISOWSKY and LEONA LISOWSKY, his wife, Old Annapolis Boulevard Jones Station Severna Park, Maryland Petitioners	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.
VS.	*	
ANNA JAWORSKI 209 South Durham Avenue Baltimore 31, Maryland and WALTER MINKOSKY 3123 O'Donnell Street Baltimore 24, Maryland Defendants	*	NO. 15,204 EQUITY

* * * * * * *

PETITION TO ESTABLISH TITLE BY ADVERSE POSSESSION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Peter Lisowsky and Leona Lisowsky, his wife, by Jan A. Obst, their Attorney, respectfully represents:

I

That pursuant to a deed dated September 18, 1937, and duly recorded among the Land Records for Anne Arundel County in Liber F.A.M. No. 171, folio 60, petitioners have purchased from Lorena M. Minkosky, widow, a parcel of land with improvements, as described in said deed.. The above deed being hereto annexed and incorporated herein by reference.

II

That petitioners have entered said real estate property in September, 1937, and that since that time they have been and still are in possession of said land and that this

1952 SEP 28 PM 12 19

possession has been hostile, actual, visible, exclusive, continuous, and under a claim of title for more than twenty (20) years next preceding the filing of this petition.

III

That, when recently petitioners had decided to sell said property, it had been discovered that Mrs. Lorena M. Minkosky was not vested with a clear title to the property when she sold it to petitioners in 1937.

That Lorena M. Minkosky and her husband, Paul N. Minkosky, were the owners of a parcel of land consisting of two (2) lots. Lot No. 1 was known as Robinson Station and Lot No. 2 as Jones Station, and it is this Lot No. 2, Jones Station, which is subject to these proceedings.

That on July 11, 1930, both lots were transferred to George B. Woelfel, Trustee, by a deed recorded among the Land Record for Anne Arundel County, Maryland, in Liber F.S.R. No. 76, folio 128. That on the same date said trustee had executed two (2) separate deeds, transferring Lot No. 1, Robinson Station, to Lorena M. Minkosky (F.S.R. 76, folio 125), and Lot No. 2, Jones Station, to Paul N. Minkosky, her husband (F.S.R. 76, folio 126), so that on September 18, 1937, Mrs. Lorena M. Minkosky, widow, was not an absolute owner of Lot. No. 2, Jones Station.

Certified copies of all deeds in question are hereto attached.

IV

That no action has been brought by defendants, children of Paul and Lorena Minkosky, during said twenty (20) years period to ascertain their possible rights in spite of the fact that their disability has been removed more than ten (10) years ago.

WHEREFORE, petitioners pray that defendants and also all other persons unknown, claiming any right, title, estate, lien or interest in real property described in the above mentioned deed and known as Lot No. 2, Jones Station, adverse to petitioners' ownership, or any cloud upon petitioners' title thereto, may be required to set forth the nature of their several claims; and that all adverse claims of defendants or any of them may be determined by a decree of this court; and that by said decree it be declared and adjudged that said petitioners are the owners of said premises and that defendants, or any of them, has no estate or interest whatever in or to said land and premises; and also that defendants, and each and every of them, be forever debarred from asserting any claim whatever in or to said land and premises adverse to petitioners and for such other and further relief as to equity shall seem meet.

JAN A. OBST, Attorney for petitioners
201 Azar Bldg., Glen Burnie, Maryland
TEL: SO 1-2300

Peter Lisowsky
PETER LISOWSKY

Leona Lisowsky
LEONA LISOWSKY

LIBER 143 PAGE 587

A F F I D A V I T

PETER LISOWSKY and LEONA LISOWSKY, his wife, having been duly sworn, depose and say:

THAT the facts and matters in the above Petition to establish title by adverse possession are true according to their best knowledge and belief.

Peter Lisowsky
PETER LISOWSKY

Leona Lisowsky
LEONA LISOWSKY

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL ss:

I hereby certily that on this 27th day of September, 1962, before me a Notary Public for the State and County aforesaid, personally appeared

PETER LISOWSKY and LEONA LISOWSKY, his wife

and made oath in due form of law that the facts in the above Affidavit are true according to the best of their knowledge and belief.

HILDEGARD B. BACHMAUER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

Hildegard B. Bachmauer
Notary Public

My commission shall expire
on May 6, 1963.

4

ORDER

The above Petition and Affidavit having been read and considered, it is thereupon this 1st day of ~~October~~ October, 1962, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity, ORDERED, that the Defendants show cause within 15 days after service of a copy of this Petition and Order, why the relief prayed in this Petition should not be granted.

George Sachse
JUDGE

FILED
1962 OCT -1 AM 9:19

5

(Int. Rev. Stamps $1.50) (Md. State Stamps $1.30)

THIS DEED, made this 18th day of September, 1937, by and between Lorena M. Minkosky, Widow, party of the first part, and PETER LISOWSKY and LEONA LISOWSKY, his wife, parties of the second part, all of Anne Arundel County, Maryland,

WITNESSETH, that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, the following described property:

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

BEGINNING for the same at a point on the southwest side of the Baltimore and Annapolis Boulevard at the southeasterly corner of the tract of land heretofore conveyed by Rafe Jackson and wife to Wesley Kiah and wife, which point of beginning is at the distance of two hundred and seventy two feet northwesterly from a stake on the southwest side of the said Boulevard in the center of a culvert crossing there situate, and running thence south forty-one degrees east and bounding on the southwesterly side of said Boulevard, one hundred and thirty-five (135) feet; thence southwesterly at right angles to the said Boulevard, thirty (30) feet; thence westerly in a straight line drawn so as to intersect the Northeast line of the right of way of the Maryland Electric Railroad at a distance of one hundred and forty-two feet from the point of the intersection of the fifth line of this description with the said northeast line of the right of way of the Maryland Electric Railroad, which point of intersection is at the southwest corner of the land heretofore mentioned as being conveyed to Wesley Kiah and wife, one hundred and sixty-six (166) feet, more or less, to the northeast line of the said right of way of the Maryland Electric Railroad; thence with the line of the said right of way, north forty-four degrees west, one hundred and forty-two (142) feet to the southerly outline of the said tract of land hereinbefore mentioned as being conveyed to Wesley Kiah and wife, thence easterly with said outline and in a straight line, one hundred and eighty-six (186) feet, more or less, to the place of beginning.

Ex Del. to Louis Strauss 10/7/1937

BEING the same property which was conveyed to Paul N. Minkosky and Lorena M. Minkosky, his wife, by Rafe Jackson and Lottie Jackson, his wife, by deed dated the 14th day of April, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 172; the said Paul N. Minkosky having since died, leaving the said Lorena M. Minkosky the sole survivor of the said tenancy by the entirety.

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 in anywise appertaining.

TO HAVE AND TO HOLD the land 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 Peter Lisowsky and Leona Lisowsky, his wife, as tenants by the entirety, in fee simple.

And the said party of the first part hereby covenants that she will warrant specially the property hereby granted; and conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

ROSE MARIE REICH LORENA M. MINKOSKY (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of September, 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Lorena M. Minkosky, widow, and she acknowledged the foregoing deed to be her act.

WITNESS MY hand and Notarial Seal.

(NOTARIAL SEAL) ROSE MARIE REICH

NOTARY PUBLIC

Recorded-September-20-1937-9:30-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing photostatic copy is truly taken and copied from Liber FAM No. 171 folio 60 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of September A. D., 1962.

Clerk of the Circuit Court for Anne Arundel County

THIS DEED made this 11th day of July in the year 1930 by and between George B. Woelfel, Trustee, as hereinafter mentioned party of the first part, and Lorena M. Minkosky, party of the second part, all parties of Anne Arundel County, State of Maryland,

WHEREAS by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto, Paul Minkosky and Lorena M. Minkosky, his wife did grant the property hereinafter described unto said George B. Woelfel, Trustee, in special trust and confidence nevertheless that he would immediately reconvey Lot No. 1 therein mentioned unto said Lorena M. Minkosky , in fee-simple, free, clear and discharged from her husband rights as surviving spouse or otherwise, and

WHEREAS in order to carry out said trust in the manner described in aforesaid deed, these presents are executed;

NOW THEREFORE, THIS DEED WITNESSETH: THAT for and in consideration of the premises and the further sum of Five ($5) Dollars, the said George B. Woelfel, Trustee does hereby grant and convey unto said Lorena M. Minkosky, her heirs and assigns, in fee-simple, all that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at a stone heretofore planted on the south side and on the margin of the Creek called "Beards" but now called "Old Man's Creek" said stone being the most northwesterly boundary of a certain tract of land conveyed by said Emma E. Williams and husband to John B. Sullivan and James W. White thence running with and bounding on tide water of said Creek , a westerly course a distance of 18 perches more or less, to a stake and stone planted on south side of said Creek, and near its margin thence leaving said Creek and running a southwesterly course with a ravine a distance of 53 perches more or less to a stake and a stone now planted; thence in a southeasterly course a distance of 14½ perches, more or less, to a stone now planted on or in the southern outline of the whole conveyance to Emma E. Williams: thence running with the said boundary on the said southern outline an easterly course a distance of 25 perches, more or less, to a stone heretofore planted at the most southwesterly boundary stone of the aforesaid conveyance to Sullivan and White; thence running with and bounding on the western outline, a northern direction, a distance of 28 perches, more or less, to the place of beginning. Containing seven acres, more or less. Said parcel of land to have a right of way by the road leading from the public road by head of Old Man's Creek and along north side of said Creek to the landing on said Creek in common.

BEING the same lot of ground described as Lot No. 1 in a deed of even date herewith from Lorena M. Minkosky and Paul Minkosky, her husband, to said George B. Woelfel, Trustee, said deed intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

Ex. Del. to Winnie N. Grote Jr. 8/28/1954

EXHIBIT

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

TO HAVE AND TO HOLD the above described parcel of ground unto and to the proper use and benefit of the said Lorena M. Minkosky, her heirs and assigns, in fee-simple, free, clear and discharged from the dower rights of her husband, Paul Minkosky, as surviving spouse or otherwise.

WITNESS the hand and seal of the Grantor.

TEST: George B. Woelfel (Seal)

Dorothy G. Williams Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of July, in the year 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared George B. Woelfel, Trustee, and he acknowledged the aforegoing deed to be his act.

WITNESS my hand and seal Notarial.

Dorothy G. Williams

(Notarial Seal) Notary Public

Recorded July 18, 1930 at 3-45. P. M.

THIS DEED made this 11th day of July in the year 1930 by and between George B. Woelfel, Trustee, hereinafter called party of the first part, and Paul Minkosky, hereinafter called party of the second part, all parties of Anne Arundel County, State of Maryland.

WHEREAS by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto, Paul Minkosky and Lorena M. Minkosky, his wife, did grant and convey the property hereinafter described unto said George B. Woelfel, Trustee, in special trust and confidence nevertheless, that he would immediately re-convey Lot No. 2 therein described unto Paul Minkosky, in fee-simple, free, clear and discharged from the dower right of his wife, or any other right of her's as a surviving spouse or otherwise, and

WHEREAS in order to carry out said trust in the manner described in the aforesaid deed, these presents are executed,

NOW THEREFORE, THIS DEED WITNESSETH: THAT for and in consideration of the premises and the further sum of Five ($5) Dollars moving from the party of the second part, the receipt whereof by said party of the first part is hereby acknowledged, the said George B. Woelfel, Trustee does hereby grant and convey unto said Paul Minkosky, his heirs and assigns, in fee-simple, all that lot or parcel of ground lying, being and situate, in the 3rd Election District of Anne Arundel County, Maryland and more particularly described as follows:

BEGINNING for the same at a point on the S. W. side of the Baltimore and Annapolis Boulevard at the southeasterly corner of the land heretofore conveyed by Rafe Jackson and wife to Wesley Kiah and wife, which point of beginning is at the distance of 272 feet northwesterly from a stake on the southwest side of said Boulevard in the center of a culvert crossing there situated and running thence south 41 degrees east and bounding on the southwest side of said Boulevard, 135 feet; thence southwesterly at right angles to the said Boulevard 30 feet; thence westerly in a straight line drawn so as to intersect the northeast line of the right of way of the Maryland Electric Railroad at a distance of 142 feet from the point of the intersection of the fifth line of this description with the said northeast line of the right of way of the Maryland Electric Railroad, which point of intersection is at the southwest corner of the land heretofore mentioned as being conveyed to Wesley Kiah and wife 166 feet, more or less, to the northeast line of the said right of way of the Maryland Electric Railroad, thence with the line of said right of way, north 44 degrees west 142 feet to the southerly outline of the said tract of land hereinbefore mentioned as being conveyed to Wesley Kiah and wife; thence easterly with

H356-44

said outline and in a straight line 186 feet, more or less, to the place of beginning.

BEING the same lot of ground described as Lot No.2 in a deed of even date herewith from Lorena M. Minkosky and Paul Minkosky, her husband, to said George B. Woelfel, Trustee, said deed intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

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

TO HAVE AND TO HOLD the above described parcel of ground unto and to the proper use and benefit of the said Paul Minkosky, his heirs and assigns, in fee simple, free, clear and discharged from the dower rights of his wife, Lorena M. Minkosky, as a surviving spouse or otherwise.

WITNESS my hand and seal.

TEST: George B. Woelfel (Seal)

Dorothy G. Williams Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that upon this 11th day of July in the year 1930 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee and acknowledged the aforegoing deed to be his act.

WITNESS my hand and seal Notarial.

Dorothy G. Williams

(Notarial Seal) Notary Public

Recorded July 18, 1930 at 3-45 P. M.

THIS DEED made this 11th day of July in the year 1930 by and between Paul Minkosky and Lorena M. Minkosky, his wife hereinafter called parties of the first part, and George B. Woelfel Trustee, as hereinafter mentioned party of the second part, all parties of Anne Arundel County, State of Maryland,

WITNESSETH: THAT for and in consideration of the sum of Five ($5) Dollars and other good and valuable considerations moving from the party of the second part, the receipt whereof by said parties of the first part is hereby acknowledged, the said parties of the first part do hereby grant and convey unto said party of the second part his successors and assigns, all those two lots of ground lying, being and situate in the Third Election District of Anne Arundel County, State of Maryland and more particularly described as follows:

The 1st. Being the same lot of ground which was conveyed unto said parties of the first part by Charles H. Heintzeman and Elizabeth Heintzman, his wife by deed dated the 27th day of October in the year 1924, and duly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 82, folio 334.

The 2nd. Being the same lot of ground which was conveyed unto said parties of the first part by Rafe Jackson and Lottie Jackson, his wife, by deed dated the 14th day of April 1925, and recorded among the aforesaid Land Records in Liber W. N. W. No. 105 folio 172.

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

TO HAVE AND TO HOLD the above described properties unto and to the proper use and benefit of the said George B. Woelfel his successors and assigns, in special trust and confidence nevertheless that he will immediately re-convey lot No. 1 to the said Loretta M. Minkosky, her heirs and assigns in fee simple free, clear and discharged from her husbands rights as surviving spouse or otherwise, and that said Trustee will likewise immediately re-convey Lot No. 2, herein described unto Paul Minkosky, his heirs and assigns, free, clear and discharged from the wifes dower rights or her rights, therein as surviving spouse.

AND the said parties of the first part do hereby covenant that they will warrant sepcially the title to the property hereby conveyed and that they will execute such other and further assurances

Ex. del to J. M. Strauss ag 7-16-65.

thereof as may be requisite.

It being the intention of the parties that Loretta M. Minkosky shall hold Lot No . 1 located near Robinson Station in her own right, free clear and discharged from any rights of her husband, and that Paul Minkosky shall hold Lot No. 2 near Jones Station in the same capacity.

WITNESS the hands and seals of the Grantors.

TEST: Paul N. Minkosky (Seal)

Dorothy G. Williams Lorena M. Minkosky (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I, hereby certify, that upon this 11th day of July in the year 1930 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Paul Minkosky, and Loretta M. Minkosky, his wife, and they acknowledged, the aforegoing deed to be their act.

WITNESS my hand and seal Notarial.

Dorothy G. Williams

(Notarial Seal) Notary Public

Recorded July 18, 1930 at 3-45. P. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing photostatic copy is truly taken and copied from Liber FSR No. 76 folio 125 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of September A. D., 196 2

Louis C. Phipps

Clerk of the Circuit Court for Anne Arundel County

13

(Int. Rev. $1.50 Stamp.)

This Deed, Made this fourteenth day of April in the year one thousand nine hundred and twenty-five, by and between Rafe Jackson and Lottie Jackson, his wife, of the County of Anne Arundel, in the State of Maryland, of the first part, and Paul N. Minkosky and Lorena M. Minkosky, his wife, of the second part.

Witnesseth, that in consideration of the sum of Five Dollars and other good and valuable considerations the receipt of which is hereby acknowledged, the said Rafe Jackson and Lottie Jackson, his wife, do grant and convey unto the said Paul N. Minkosky and Lorena M. Minkosky, his wife, as tenants by the entireties, the survivor of them, their assigns, and the survivor's heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in the Third Election District of Anne Arundel County, aforesaid, and described as follows, that is to say:-

Beginning for the same at a point on the southwest side of the Baltimore and Annapolis Boulevard at the southeasterly corner of the tract of land heretofore conveyed by Rafe Jackson and wife to Wesley Kiah and wife, which point of beginning is at the distance of two hundred and seventy-two feet northwesterly from a stake on the southwest side of the said Boulevard in the center of a culvert crossing there situate, and running thence south forty-one degrees east and bounding on the southwesterly side of said Boulevard, one hundred and thirty-five (135) feet; thence southwesterly at right angles to the said Boulevard, thirty (30) feet; thence westerly in a straight line drawn so as to intersect the northeast line of the right of way of the Maryland Electric Railroad at a distance of one hundred and forty-two feet from the point of the intersection of the fifty line of this description with the said northeast line of the right of way of the Maryland Electric Railroad, which point of intersection is at the southwest corner of the land heretofore mentioned as being conveyed to Wesley Kiah and wife, one hundred and sixty-six (166) feet, more or less, to the northeast line of the said right of way of the Maryland Electric Railroad; thence with the line of said right of way, north forty-four degrees west, one hundred and forty-two (142) feet to the southerly outline of the said tract of land hereinbefore mentioned as being conveyed to Wesley Kiah and wife; thence easterly with said outline and in a straight line, one hundred and eighty-six (186) feet, more or less, to the place of beginning.

Being a part of the same lot of ground which by deed dated December 7th, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W., No. 38, folio 35, etc. was

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granted and conveyed by George White and wife to the said grantors.

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.

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 Paul N. Minkosky and Lorena M. Minkosky, his wife, as tenants by the entireties, the survivor of them, their assigns and the survivor's 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 hands and seals of said grantors.

Test:

H. C. Bourke, Jr_

Irving H. Mezger

Rafe (his X mark) Jackson (SEAL)

Lottie (her X mark) Jackson (SEAL)

State of Maryland, City of Baltimore, to wit:-

I hereby certify, that on this fourteenth day of April in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Rafe Jackson and Lottie Jackson, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

(Notarial Seal.) H. C. Bourke, Jr_, Notary Public.

Recorded 16 April, 1925 at 10 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing photostatic copy is truly taken and copied from Liber WNW No. 105 folio 172 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of September A. D., 196 2

Louis A. Phipps

Clerk of the Circuit Court for Anne Arundel County

LIBER 143 PAGE 599

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 22nd day of October, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

PETER and LEONA LISOWSKY

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

ANNA JAWORSKI

~~and~~ is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 22nd day of October, 19 62.

Notarial Seal

Irmgard M. Lacher

Irmgard M. Lacher Notary Public

My Commission will expire on May 6, 1963

Filed,

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1962 OCT 25 PM 3:24

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LIBER 143 PAGE 600

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 22nd 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,

PETER and LEONA LISOWSKY

plaintiff s, 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.)

WALTER MINKOSKY

is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 22nd. day of October, 19 62.

Notarial Seal

Irmgard M. Lacher Notary Public.

My Commission will expire on:
May 6, 1963

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LIBER 143 PAGE 601

PETER and LEONA LISOWSKY Plaintiffs	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD. No. 15204 - Equity
vs.	*	
ANNA JAWORSKI and WALTER MINKOSKY Defendants	*	

* * * * * * *

DECREE PRO CONFESSO

The Defendants, ANNA JAWORSKI and WALTER MINKOSKY, after duly served on October 3rd, 1962 and October 5, 1962, respectively, with the Petition, Affidavit and Order of this Court, having failed to appear to the Petition to Establish Title by Adverse Possession and to show cause why the relief in said Petition should be not granted,

It is thereupon this 26th day of October, 1962, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that said Petition be and the same is hereby taken Pro Confesso against said Defendants.

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Petition.

George Sachse
JUDGE

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PETER LISOWSKY and LEONA LISOWSKY, his wife, Old Annapolis Boulevard Jones Station Severna Park, Maryland	*	IN THE
Petitioners	*	CIRCUIT COURT FOR
VS.	*	
ANNA JAWORSKI 209 South Durham Avenue Baltimore 31, Maryland	*	ANNE ARUNDEL COUNTY, MD.
and	*	No. 15,204 EQUITY
WALTER MINKOSKY 3123 O'Donnell Street Baltimore 24, Maryland	*	
Defendants	*	

* * * * * * * * * * *

ANSWER TO PETITION

Anna Jaworski, Defendant, by James W. Murphy, her solicitor, in answer to the Petition filed against her in this Honorable Court respectfully states:

1. That she is without knowledge of the allegations in Paragraphs I, II, and III of said Petition.

2. That she denies the allegations contained in Paragraph IV of said Petition.

WHEREFORE, having fully answered said Petition, she prays the same may be dismissed with her proper costs.

AND, AS IN DUTY BOUND, etc.

James W. Murphy

JAMES W. MURPHY
1025 Fidelity Building
Charles and Lexington Streets
Baltimore 1, Maryland
MUlberry 5-4558

I HEREBY CERTIFY, that on this 25th day of October, 1962, a copy of the aforegoing Answer to Petition was mailed to Jan A. Obst, Esquire, 201 Azar Building, Glen Burnie, Maryland, Attorney for Petitioners.

James W. Murphy

JAMES W. MURPHY

Attorney for Defendants

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LIBER 143 PAGE 603

PETER LISOWSKY and LEONA LISOWSKY, his wife, Old Annapolis Boulevard Jones Station Severna Park, Maryland	*	IN THE
	*	
	*	CIRCUIT COURT
Petitioners	*	FOR
VS.	*	
ANNA JAWORSKI 209 South Durham Avenue Baltimore 31, Maryland	*	ANNE ARUNDEL COUNTY, MD.
	*	
and	*	No. 15,204 EQUITY
WALTER MINKOSKY 3123 O'Donnell Street Baltimore 24, Maryland	*	
	*	
Defendants	*	

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

ANSWER TO PETITION

Walter Minkosky, Defendant, by James W. Murphy, his solicitor, in answer to the Petition filed against him in this Honorable Court respectfully states:

1. That he is without knowledge of the allegations in Paragraphs I, II and III of said Petition.

2. That he denies the allegations contained in Paragraph IV of said Petition.

WHEREFORE, having fully answered said Petition, he prays the same may be dismissed with his proper costs.

AND, AS IN DUTY BOUND, etc.

JAMES W. MURPHY
1025 Fidelity Building
Charles and Lexington Streets
Baltimore 1, Maryland
MULberry 5-4558

I HEREBY CERTIFY, that on this 25th day of October, 1962, a copy of the aforegoing Answer to Petition was mailed to Jan A. Obst, Esquire, 201 Azar Building, Glen Burnie, Maryland, Attorney for Petitioners.

JAMES W. MURPHY

Attorney for Defendants

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PETER and LEONA LISOWSKY Plaintiffs	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
ANNA JAWORSKI and WALTER MINKOSKY Defendants	*	No. 15204 - Equity

* * * * *

CONSENT DECREE

It is hereby stipulated and agreed this 27th day of December, 1962, by and between Peter Lisowsky and Leona Lisowsky, his wife, Plaintiffs, and Anna Jaworski and Walter Minkosky, Defendants, through their respective Attorneys of record as follows:

(1) THAT the Petitioners, Peter Lisowsky and Leona Lisowsky, his wife, are the owners of the property known as Lot No. 2, Jones Station, as described in the Deed from George B. Woelfel, Trustee, to Paul Minkosky, dated July 11, 1930, and recorded among the Land Records for Anne Arundel County, State of Maryland, in Liber F.S.R. No. 76, folio 126; BEING the same property which was intended to be transferred by Lorena M. Minkosky, widow, to the Petitioners hereunder by a Deed dated September 18, 1937, and recorded among the Land Records for Anne Arundel County, Maryland, in Liber F.A.M. No. 171, folio 60;

(2) THAT Anna Jaworski and Walter Minkosky, Defendants, or any of them, and also all other persons unknown, claiming any right, title, estate, lien or interest in real property subject to these proceedings, have no estate or

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interest whatever in or to the land and premises described in the preceding paragraph (1); and

(3) THAT the Defendants, and each and every one of them, and also all other unknown persons, be forever debarred from asserting any claim whatever in or to said land and premises adverse to Peter Lisowsky and Leona Lisowsky, his wife, Petitioners hereunder.

(4) THAT the Petitioners pay the court costs of this case.

JAN A. OBST
Attorney for Petitioners
201 Azar Bldg. Glen Burnie, Md.
SO 1-2300

JAMES W. MURPHY
Attorney for Defendants
Charles & Lexington Sts.
Baltimore 1, Maryland
MU 5-4558

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PETER and LEONA LISOWSKY Plaintiffs	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
ANNA JAWORSKI and WALTER MINKOSKY Defendants	*	No. 15204 - Equity
	*	

* * * * * * *

ORDER

In the above entitled case, it appearing to the Court that the Defendants were duly served and properly represented by Counsel, Petition to Establish Title by Adverse Possession, Affidavit and Answer to Petition read and considered; and it further appearing that on December 27, 1962, the parties, through their respective Attorneys of Record entered into a stipulation;

It is, therefore, hereby ORDERED, ADJUDGED AND DECREED this 9th day of January, 1963, that the Petitioners have the relief as specified in said stipulation of the parties.

O. Bowie Duckett
JUDGE

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