LIBER 144 PAGE 1

IN the

CIRCUIT COURT of

ANNE ARUNDEL COUNTY

In Equity

Docket ___ folio ___

Case# 16164 filed ___

VELZIS BUILDING AND LOAN ASSOCIATION, INC.
A Maryland Corporation

vs.

DENVER M. TASKER and
LAVELLA TASKER, his wife

* * * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents, That on the 28th day of March A.D. 1959, the defendants executed and delivered to Velzis Building and Loan Association, Inc. a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt o f $2,400.00 and interest as therein mentioned, wherein the said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1" and filed herewith as part of this petition.

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

And as in duty, &c.

Vincent J. Velzis, Jr.
Attorney for Plaintiff
751 W. Baltimore Street
Baltimore - 1, Maryland
PLaza 2 - 7886

FILED

1962 AUG 31 PM 1:47

LAW OFFICES
VINCENT J. VELZIS, JR.
2 [illegible]
BALTIMORE 2, MD.

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—17

"PETITIONER'S EXHIBIT NO. 1"

BOOK 1283 PAGE 198

LIBER 144 PAGE 2

MAR 30 1959

This Mortgage, Made this 28th day of March

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

DENVER TASKER and LAVELLA TASKER, his wife,

of the Anne Arundel County, in the State of Maryland, Mortgagors, and the

VELZIS BUILDING AND LOAN ASSOCIATION, INC.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Denver Tasker and Lavella Tasker, his wife,

being members of the said body corporate

have received therefrom an advance of TWO THOUSAND FOUR HUNDRED--($2,400.00) Dollars

~~Dollars~~

on twenty-four --(24) --- shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Denver Tasker and Lavella Tasker, his wife,

do grant unto Velzis Building and Loan Association, Inc.

and its successors and assigns, all that

piece or parcel of ground situate and lying in the

at present known as No.

and described as follows: Being lot No. 9 of Block "C", Section 1, as shown on a certain plat entitled "Plat No. 1 Stone-Haven" for Foxwell and Foxwell, Inc., Solley, Anne Arundel County, Maryland", made by J.R.McCrone, Jr., Annapolis, Md., and dated August 17th, 1949, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-8,Plat No.1.

BEING the same property which by Deed dated August 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1228 folio 204 was conveyed by Carroll C. Reese, Sr. to the mortgagors herein.

THIS MORTGAGE shall also secure future advances.

FILED

1962 AUG 31 PM 1:47

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

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

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on THEIR part contained, then this Mortgage shall be void.

AND the said Mortgagors, for **themselves, their** heirs, executors, administrators and assigns, covenant with the said **Velzis Building and Loan Association, Inc.** its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of **twenty-five (25¢)** cents on each of said **twenty-four (24)** shares of stock as dues, until the combined payment of dues shall amount to **one hundred ($100.00)** Dollars for each of said **twenty-four** shares, and also to pay weekly, the sum of **twelve (12¢)** cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of **one hundred ($100.00)** dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of **two** Dollars and **twelve** cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on **them** by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, **their** heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said 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 Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or **Rastenis or Velzis, Jr** its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of **one hundred** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, **their** heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors

TEST:

Vincent J. Velzis, Jr.

Denver M. Tasker (SEAL)

Lavella Tasker (SEAL)

 (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 28th day of March in the year one thousand nine hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Denver M. Tasker & Lavella Tasker, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Vincent J. Velzis, the president of Velzis Building and Loan Association, Inc. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

VINCENT J. VELZIS, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Mar. 30, 1959, at 9:04 A.M. Vincent J. Velzis, Jr.
Notary Public

Mailed to Vincent J. Velzis Jr. 8.00

M-428

MORTGAGE

FROM

DENVER M. TASKER

LAVELLA TASKER, wife

TO

VELZIS BUILDING AND LOAN ASSOCIATION, INC

STONE HAVEN, 3rd District
BLOCK NO.
ANNE ARUNDEL COUNTY, MD.

Received for Record _____ 19__
at _____ o'clock ____ M. Same day recorded in
Liber _____ No. _____ Folio _____ etc.,
Land Records of _____
and examined per _____ Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 MAR 30 AM 9 04
& RECORDED IN LIBER G.T.C. NO. 1283 FOLIO 198
GEO. C. CROMWELL, CLERK

Cost of Record, $ Pd 8.00

VINCENT J. VELZIS, JR.
Attorney at Law
751 W. Baltimore Street
Baltimore - 1, Maryland

The Daily Record Company, Baltimore, Md.

LIBER 144 PAGE 5

VELZIS BUILDING AND LOAN ASSOCIATION, INC.	*	In The
	*	CIRCUIT COURT of
	*	ANNE ARUNDEL COUNTY
vs.	*	
	*	In Equity
DENVER M. TASKER and	*	
LAVELLA TASKER, his wife	*	Docket 20 folio 311
	*	Case# 15,164 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Vincent J. Velzis, the president of Velzis Building and Loan Association, Inc., the plaintiff corporation, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

(5) neighbors and persons who know said defendant state that he is not in the military service.

Vincent J. Velzis
Vincent J. Velzis

In Testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 31st day of August 1962.

Samuel J. Imbraguilio
Samuel J. Imbraguilio
Notary Public

My Commission will expire on 5/63

LAW OFFICES
VINCENT J. VELZIS, JR.
2 E. LEXINGTON STREET
BALTIMORE 2, MD.

FILED
1962 AUG 31 PM 1:17

6

LIBER 144 PAGE 6

VELZIS BUILDING AND LOAN ASSOCIATION, INC.

vs.

DENVER M. TASKER and LAVELLA TASKER, his wife

In the CIRCUIT COURT of ANNE ARUNDEL COUNTY

In Equity

Docket 20 folio 311

Case # 15,164

STATEMENT OF MORTGAGE DEBT

MORTGAGE LOAN - - - - - - -	$ 2,400.00	
FUTURE ADVANCES - - - - - -	206.30	
	$ 2,606.30	
Pain on principal- - - - - -	701.49	$ 1,904.81
EXPENSE ACCOUNT:		
Paid in - - - - - - - -	$ 330.72	
Paid out- - - - - - - -	210.57	120.15
		$ 1,784.66
INTEREST for 24 weeks @ $2.40 from March 22,1962 to September 5th, 1962 - - - - -		57.60
Late charges for 20 weeks @ 55¢ from March 22, 1962 to August 2nd, 1962- - - - - -		11.00
		$ 1,853.26

Vincent J. Velzis

Vincent J. Velzis

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 the said City of Baltimore, personally appeared Vincent J. Velzis, the president of Velzis Building and Loan Association, Inc., the plaintiff corporation 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

Samuel J. Imbraglio

Samuel J. Imbraglio
Notary Public

IMBRAGULIO NOTARY PUBLIC BALTIMORE

LAW OFFICES
VINCENT J. VELZIS, JR.
2 E. LEXINGTON STREET
BALTIMORE 2, MD.

FILED

1962 AUG 31 PM 1:47

7

LIBER 144 PAGE 7

VELZIS BUILDING AND LOAN ASSOCIATION, INC. A Maryland Corporation	*	IN THE
	*	CIRCUIT COURT of
vs.	*	ANNE ARUNDEL COUNTY
DENVER M. TASKER and	*	In Equity
LAVELLA TASKER, his wife	*	
	*	Docket_____folio_____ Case# 15164 filed_____

* * * * * *

DECREE FOR SALE OF MORTGAGED PREMESES

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 31 day of August in the year nineteen hundred and sixty two by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Vincent J. Velzis, Jr. 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 $2,500.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payments to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to 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, acknowledge and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them. 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 deduction the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, t 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.

Value of property $2,500.00

George Sachse
Judge

1962 AUG 31 PM 3:42

LAW OFFICES
VINCENT J. VELZIS, JR.
2 E. LEXINGTON STREET
BALTIMORE 2, MD.

No. 15,164 Equity

Trustee's Bond

LIBER 11 PAGE 463

KNOW ALL MEN BY THESE PRESENTS: LIBER 144 PAGE 8

THAT WE Vincent J. Velzis, Jr 751 W. Baltimore Street, Baltimore 1, Maryland

as principal,

and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred and No/100 ($2,500.00) - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 5th day of October in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Vincent J. Velzis, Jr by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Velzis Building & Loan Association, Inc.

vs.

Denver M. Tasker & Lavella Tasher, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Vincent J. Velzis, 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

Vincent J. Velzis, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By John F. Kennedy Jr. (SEAL)
Attorney-in-fact
John F. Kennedy, Jr.

Signed, sealed and delivered in the presence of

Barbara Berberich
Barbara Berberich

State of Maryland, Baltimore City, sct:

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

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

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

ATTEST D. W. Vauthier
Assistant Secretary

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

October 4, 1962

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED

1962 OCT -5 PM 1:09

Bond approved this 5th day of October, 1962

Louis H. Phipps, Clerk

9

VINCENT J. VELZIS, JR.
Solieitor
751 W. Baltimore S
Baltimore 1, Mary...d

Trustee's Sale

Of Valuable Fee Simple Property

SALE ON PREMISES

Friday,

October 5, 1962

2:30 O'clock P.M.

Being lot No. 9 of Block "C", Seetion 1 as shown on a eertain plat entitled "Plat No. 1, Stone Haven" from Foxwell and Foxwell, Ine., Solley, Anne Arundel County, Maryland" made by J. R. McCrone, Jr., Annapolis, Md., and dated August 17, 1949, whieh said plat is duly reeorded among the Land Reeords of Anne Arundel County in Plat Cabinet No. 3, Rod F-8, Plat No. 1.

Improved by a frame bungalow.

Direetions: Beginning at the interseetion of Mountain Road and Ritchie Highway, proceed on Mountain Road approximately one mile to Solley Road. Turn left on Solley Road and proeeed one mile to a sign on the right, Opel Road. Bear right on Opel Road approximately one-half bloek to a eontinuation of Opel Road bearing right. Bear right on Opel Road again and eontinue one long block or to the first street on the right. Turn right at this point and proeeed one long block again or to the first street on teh right. Turn right to the seeond property on the left.

Terms: A eash deposit of $500.00 will be required of purchaser at time and plaee of sale; balanee of unpaid purehase money upon final ratifieation of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses including Metropolitan Sanitary Distriet liens, if any, to be adjusted to day of sale. The property transfer tax imposed by Anne Arundel County to be borne by the purehaser.

VINCENT J. VELZIS, JR.
Trustee

HARVEY WEST
Auetioneer
Kniekerbocker Building
218 E. Lexington Street
Baltimore 2, Maryland
SA. 7-4048

O-4

No

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 9

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1962

We hereby certify, that the annexed

Trustee's Sale
Lot No. 9 of Block "C"
Stone 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 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 2:29

By H. Tilghman

REPORT OF SALE

LIBER 144 PAGE 10

VELZIS BUILDING AND LOAN ASSOCIATION, INC.	*	In The
	*	CIRCUIT COURT of
	*	ANNE ARUNDEL COUNTY
vs.	*	
DENVER M. TASKER and	*	In Equity
LAVELLA TASKER, his wife	*	Case No. #15164
	*	

* * * * *

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

The Report of Sale of Vincent J. Velzis, Jr., Trustee, appointed by the decree in the above entitled cause, to make sale of certain fee simple property mentioned in mortgage filed 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 for more than three successive weeks preceding the day of sale, said newspaper being published in Anne Arundel County; and advertisement in the Sunday Sun the Sunday prior to said sale and in the Sun on the morning of the date of said sale, the said Trustee, Vincent J. Velzis, Jr., did pursuant to said notice on Friday the 5th day of October 1962 at 2:30 P.M. attend on the premesis and then and there sold said mentioned fee simple property to Velzis Building and Loan Association, Inc. for the sum of $1,800.00, it being the highest bidder.

Vincent J. Velzis, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this ___ 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 Vincent J. Velzis, Jr. Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal

Samuel J. Ibragulio
Notary Public

SAMUEL J. IBRAGULIO NOTARY PUBLIC BALTIMORE

FILED
1962 OCT 11 PM 2:03

LAW OFFICES
VINCENT J. VELZIS, JR.
2 E. LEXINGTON STREET
BALTIMORE 2, MD.

ORDER NISI

LIBER 144 PAGE 11

VELZIS BUILDING AND LOAN ASSOCIATION INC.

versus

DENVER M. TASKER and LAVELLA TASKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,164 Equity

Ordered, this 11th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by Vincent J. Velzis, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of November next.

The report states that the amount of sale was $1,800.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Vincent J. Velzis, Jr., Atty. Md. Gazette (for Oct. 18 edition)
(Final Order)

VELZIS BUILDING AND LOAN ASSOCIATION INC.

versus

DENVER M. TASKER and LAVELLA TASKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of December, 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. Bowie Duckett
JUDGE.

FILED
1962 DEC 19 AM 11:16

12

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 12

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,164

Denver M Tasker

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 November, 1962. The first insertion being made the 18th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,164 Equity
VELZIS BUILDING AND LOAN ASSOCIATION INC.
VERSUS
DENVER M. TASKER and LAVELLA TASKER, his wife

Ordered, this 11th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by Vincent J. Velzis, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of November next.

The report states that the amount of sale was $1,800.00.

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

N-8

No. M. G. 2570 1962 NOV -9 PM 4:20

13

LIBER 144 PAGE 13

VELZIS BUILDING AND LOAN ASSOCIATION, INC.	*	In the CIRCUIT COURT of ANNE ARUNDEL COUNTY
vs.	*	
DENVER M. TASKER and LAVELLA TASKER, his wife	*	Equity #15,164

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Vincent J. Velzis, the president of Velzis Building and Loan Association, Inc., the purchaser of property sold in this matter and made oath in due form of law that

(1) Velzis Building and Loan Association, Inc., the highest bidder at the public auction sale, purchased said property in its own name, for its own use and not for the use of another person or corporation and not acting as an agent for another person or corporation;

(2) Velzis Building & Loan Association, Inc. purchased said property to protect the interest of its shareholders and intends to rent, lease or sell said property.

Vincent J. Velzis
Vincent J. Velzis, Affiant

Subscribed and sworn to before me
this 12th day of December 1962

Samuel J. Imbragulio
Samuel J. Imbragulio
Notary Public

LAW OFFICES
VINCENT J. VELZIS, JR.
3 EXLEXINGTON STREET
BALTIMORE 2, MD.
751 W. BALTIMORE ST

FILED
1962 DEC 14 PM 12:27

In the Case of

VELZIS BUILDING AND LOAN ASSOCIATION, INC.
A MARYLAND CORPORATION

VS.

DENVER M. TASKER and
LAVELLA TASKER, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,164 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 27 PM 2:01 FILED

All of which is respectfully submitted.

December 27, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of January, 1963, 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.

Lewis N. Phipps

Clerk
Per: , deputy

FILED
1963 JAN 14 AM 9:16

15

Dr. Mortgaged Real Estate of Denver M. Tasker & Lavella Tasker, his wife

In Acct. with Vincent J. Velzis, Jr., Trustee

					Cr.	
	By	Amount of Sale, as per Trustee's				
		Report of Sale filed	1,800	00		
	By	Interest, 6%, on deferred payment,				
		$1,300.00 from 10/5/62 to 12/5/62	18	00		
					1,818	00
	To	Trustee, for fee, viz.	100	00		
	To	Trustee, for commission, viz.	87	00		
					187	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.				
		Advertisement & Nisi - Sale	118	21		
		Tongue, Brooks & Company - bond	10	00		
		Harvey West - Auctioneer's fee	25	00		
		Adjustment, 1962 Real Estate Taxes				
		1/1/62 to 10/5/62	65	72		
					218	93
	To	Velzis Building & Loan Association				
		Inc., Mortgagee, on account of				
		Mortgage claim			1,351	57
					1,818	00

		Balance due on Mortgage as per claim					
		filed		1,853	26		
		Interest, 6%, on principal balance,					
		$1784.66 from 9/5/62 to 1/15/63		41	62		
				1,894	88		
		Credit amount allowed above		1,351	57		
		This amount subject to decree in					
		personam		543	31		

LIBER 144 PAGE 17

GEORGE C. BAST, JR., :
ASSIGNEE OF MORTGAGE :
vs. :
WILLIAM CLEVELAND WEST :

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
IN EQUITY

No. 15,225 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "PETITIONER'S EXHIBIT NO.1".

George C. Bast, Jr.,
Assignee of Mortgage.

FILED

1962 OCT -8 AM 11:37

LIBER 144 PAGE 18

LIBER 1111 PAGE 372

VA Form VB4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

No. 15,225 Equity

MORTGAGE

This Mortgage, made this 10th day of April, A. D. 1957, by and between WILLIAM CLEVELAND WEST- -

of ANNE ARUNDEL COUNTY- - - - - - - - - - - - - , in the State of Maryland, hereinafter called the Mortgagor, and BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION ,

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA hereinafter called the Mortgagee.

Whereas, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-FIVE HUNDRED- - - - - - - - - - - - - - - - - - - -Dollars ($ 9500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of FOUR AND ONE HALF per centum (4½ %) per annum until paid, principal and interest being payable at the office of BRADFORD 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 Fity-two dollars and eighty-one cents- - - - - - - - - -Dollars ($ 52.81), commencing on the first day of May- - - - - - - - -, 1957 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April- - - - - - - - - - -, 1982 . 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:

KNOWN AND DESIGNATED AS LOT NO. 7, IN BLOCK B, PLAT OF PASADENA MANOR, SECTION 1, SAID PLAT BEING RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 28 FOLIO 50.

SUBJECT TO POLES AGREEMENT IN LIBER G.T.C. 1017 FOLIO 544.

SUBJECT TO SUBDIVISION AGREEMENT IN LIBER G.T.C. 1055 FOLIO 206

SUBJECT TO RESTRICTIONS IN LIBER G.T.C. 1072 FOLIO 236.

BEING THE SAME LOT OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WAS GRANTED AND CONVEYED BY ANN K. RAHLL UNTO THE WITHIN NAMED MORTGAGOR.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1962 OCT -8 AM 11:37

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

3

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr., for the purpose of foreclosure.

WITNESS the corporate seal of said Body Corporate and the signature of its President, this 5th day of October, 1962.

Witness:

Ann K. Rahll
Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Herbert F. Norris
Herbert F. Norris, President.

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:

LIBER 1111 PAGE 373

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, FOR ALL THE REST AND RESIDUE OF THE TERM OF YEARS YET TO COME, AND UNEXPIRED THEREIN, WITH THE BENEFITS OF RENEWAL FOREVER, SUBJECT TO THE PAYMENT OF THE ANNUAL RENT OF $108.00 PAYABLE IN EQUAL INSTALLMENTS HALF YEARLY ON THE 10th DAY OF April AND October IN EACH AND EVERY YEAR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Ann K. Rahll
Ann K. Rahll

William Cleveland West [SEAL]
WILLIAM CLEVELAND WEST

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 10th day of APRIL, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the CITY OF BALTIMORE aforesaid, personally appeared WILLIAM CLEVELAND WEST- the above named Mortgagors, and HE- - - - - - acknowledged the foregoing mortgage to be HIS- - - - - - - - - - - - - - - - act.

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

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

Ann K. Rahll
Notary Public.

Rec'd for record April 11, 1957 at 1:09 P.M.
Mailed to Bradford Federal S & L Assn.

STATE OF MARYLAND
Mortgage
FROM
WILLIAM CLEVELAND WEST
TO
BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION
MAIL TO: 159 N. LUZERNE AVE. (24)

Received for Record
19 , at o'clock M.
Same day recorded in Liber
No. Folio &c.,
re of the Land Records of
and examined per
Cost of Record, $, Clerk.

RECORDED IN LIBER GTC
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 APR 11 PM 1:09
& RECORDED IN LIBER GTC
NO. 1111 FOLIO 372
GEO. E. PROCTOR, CLERK

LIBER 1111 PAGE 375

10331
File on Cyprus by 15222
STATE OF MARYLAND
1957 OCT -8 PM 1:03

LIBER 144 PAGE 22

GEORGE C. BAST, JR., ... IN THE

ASSIGNEE OF MORTGAGE. .....
Plaintiff

VS.

CIRCUIT COURT FOR
ANNE ARUNDEL
~~XXXXXXXXXX~~ COUNTY

WILLIAM CLEVELAND WEST ..... Docket No. 20..,Folio .352.....

..... Case No. 15,225 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the ..5th. day of October.....,19.62, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared ..Herbert F. Norris, President, of Bradford Federal Savings and Loan Association, a body corporate,. and made oath, in due form of law, that he.... knows the Defendant(~~s~~) herein and that to the best of .....his. information, knowledge and belief;

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

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

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

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

ANN K. RAHLL
NOTARY PUBLIC
BALTIMORE, MD.

Ann K. Rahll
Ann K. Rahll - Notary Public

Herbert F. Norris
Herbert F. Norris - Affiant

FILED

1962 OCT 18 AM 11:37

6

E-118—1 M—10-28-60.

LIBER 144 PAGE 23

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

WILLIAM CLEVELAND WEST

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY. No. 15225

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association, a body corporate

under the mortgage from William Cleveland West

to Bradford Federal Savings and Loan Association

dated the 10th day of April, 19 57, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1111 Folio 372

Amount of Mortgage Loan	$9,500.00
Interest to 10/31/62	2,240.84
	$11,740.84
Less Total Amount Paid by Borrower	3,143.44
	$ 8,597.40
Overdraft in Property Expense Account	52.52
Amount of Mortgage Claim	$ 8,649.92

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Herbert F. Norris, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 5th day of October in the year nineteen hundred and sixty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate

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

Joanne Cox

Joanne Cox - Notary Public

JOANNE COX NOTARY PUBLIC Baltimore, Md.

1962 OCT -8 AM 11:37

1

Assignee
~~Trustee's~~ Bond

~~Bond~~

No. 15,225 Equity

KNOW ALL MEN BY THESE PRESENTS:

JHR 11 PAGE 475

LIBER 144 PAGE 24

THAT WE GEORGE C. BAST, JR., Bradford Federal Building, 159 North Luzerne Avenue, Baltimore 24, Maryland as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND AND 00/100----------($9,000.00)-- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of October in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden GEORGE C. BAST, JR. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed ~~Trustee~~ Assignee to sell Property situate at: 3 Brookview Avenue, Pasadena, Maryland mentioned in the proceedings in the case of GEORGE C. BAST, JR., Assignee of Mortgage

vs.

William Cleveland West

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, 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

Joanne Cox

Signed, sealed and delivered in the presence of

M. P. Bogdanowicz

GEORGE C. BAST, JR. (SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)

D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr. its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of October, 1962

INSURANCE COMPANY OF NORTH AMERICA

By: James Crawford
Vice President

ATTEST: J. C. Davidson
Assistant Secretary

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

October 22nd, 1962

INSURANCE COMPANY OF NORTH AMERICA

J. C. Davidson
Assistant Secretary

FILED

1962 OCT 24 PM 12:17

8

Bond approved this 24th day of October 1962

Louis N. Phipps

NORRIS AND BAST, Solicitors
Bradford Federal Building
2600 Block East Fayette St
Baltimore 24, Maryland

Assignee's Sale

Of

Desirable Leasehold Dwelling Property

Lot No. 7, Block B, Plat of Pasadena Manor, Section 1, Pasadena, Maryland, the improvements thereon being known as No. 3 Brookview Avenue.

Under and by virtue of the power and authority contained in a mortgage from William Cleveland West to the Bradford Federal Savings and Loan Association, a body corporate, dated the 10th day of April, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111 folio 372 (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

On Thursday, November 8, 1962
At 3:00 o'clock P.M.

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

KNOWN AND DESIGNATED as Lot No. 7, in Block B, Plat of Pasadena Manor, Section 1, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 30. The improvements known as 3 Brookview Avenue.

Subject to poles agreement in Liber G.T.C. No. 1017 folio 544.

Subject to subdivision agreement in Liber G.T.C. No. 1035 folio 206.

Subject to restrictions in Liber G.T.C. No. 1072 folio 236.

Subject to an annual ground rent of One hundred eight ($108.00) Dollars.

The improvements consist of a one-story frame dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the 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 from day of sale to day of settlement. Taxes, ground rent and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of state and federal stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee

N-1

No. 9

OFFICE 15,275

9

LIBER 144 PAGE 25

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 Assignee's Sale William Cleveland West

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

THE CAPITAL-GAZETTE PRESS, INC.

1962 Nov. 9 PM 4:20

By H. Tilghman

No. 15,225 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, _____, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that said purchaser purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser,~~ _____,) and that said purchaser did not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____ (SEAL)
Purchaser
Herbert F. Norris, President

_____
Notary Public

FILED
1962 NOV 13 AM 9:40

10

E-123—1 M—10-28-60.

REPORT OF SALE

LIBER 144 PAGE 27 —IN THE—

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

WILLIAM CLEVELAND WEST

CIRCUIT COURT

—FOR— No. 15,225 Equity

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

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

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage ~~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 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 newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Thursday the 8th day of November, 1962, at 3:00 o'clock, P. M., attend on the premises and then and there sold all the leasehold property known as Lot No. 7, in Block B, Plat of Pasadena Manor, Section 1, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 30. The improvements thereon being known as 3 Brookview Avenue. Subject to an annual ground rent of $108.00 and subject to covenants, restrictions and ~~agreements of record, unto~~ BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, at and for the sum of Seven thousand ($7,000.00), said sale having ~~been made subject to the terms and conditions set forth in the~~ advertisement of sale and said purchaser being then and there the highest bidder for said property.

Geo. C. Bast

George C. Bast, Jr. - Assignee of Mortgage ~~Trustee~~.

State of Maryland, ~~County~~ Baltimore City of ~~Baltimore~~, Sct.

I Hereby Certify, that on this 9th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared George C. Bast, Jr. Assignee of Mortgage ~~Trustee~~ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

ANNE [illegible] NOTARY PUBLIC [illegible] County

Joanne C. K

Notary Public

FILED
1962 Nov 13 AM 9:40

NORRIS AND BAST, Solicitors
Bradford Federal Building
2600 Block East Fayette Street,
Baltimore 24, Maryland

Assignee's Sale

Of Desirable Leasehold Dwelling Property

Lot No. 7, Block B, Plat of Pasadena Manor, Section 1, Pasadena, Maryland, the improvements thereon being known as No. 3 Brookview Avenue.

Under and by virtue of the power and authority contained in a mortgage from William Cleveland West to the Bradford Federal Savings and Loan Association, a body corporate, dated the 10th day of April, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111 folio 372 (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

On Thursday, November 8, 1962 At 3:00 o'clock P.M.

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

KNOWN AND DESIGNATED as Lot No. 7, in Block B, Plat of Pasadena Manor, Section 1, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 30. The improvements known as 3 Brookview Avenue.

Subject to poles agreement in Liber G.T.C. No. 1017 folio 544.

Subject to subdivision agreement in Liber G.T.C. No. 1035 folio 206.

Subject to restrictions in Liber G.T.C. No. 1072 folio 236.

Subject to an annual ground rent of One hundred eight ($108.00) Dollars.

The improvements consist of a one-story frame dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the 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 from day of sale to day of settlement. Taxes, ground rent and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of state and federal stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee

N-1

ORDER NISI

LIBER 144 PAGE 29

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

versus

WILLIAM CLEVELAND WEST

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,225 Equity

Ordered, this 13th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of December 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 December next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

GEORGE C. BAST, JR., ATTY. FOR: MARYLAND GAZETTE Nov. 15th Edition
(Final Order)

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

versus

WILLIAM CLEVELAND WEST

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of December, 1962 that the sale made and reported by the ASSIGNEE aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ASSIGNEE allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 DEC 19 AM 11:16

12

OF CE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 30

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1962

We hereby certify, that the annexed

Order Nisi Eq. 15,225

Sale

William Cleveland West

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December, 1962. The first insertion being made the 15th day of November, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,225 Equity
GEORGE C. BAST, JR.
Assignee of Mortgage
VERSUS
WILLIAM CLEVELAND WEST

Ordered, this 13th day of November, 1962, That the sale of the property in these proceedings, mentioned made and reported by GEORGE C. BAST, JR., Assignee, AND CONFIRMED, unless cause to the contrary thereof be shown, on or before the 17th day of December 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 December next.

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

LOUIS N. PHIPPS Clerk

True Copy, TEST:
LOUIS N. PHIPPS Clerk

D-6

FILED
1962 DEC 11 PM 4:31

No. M. G. 3-40-74

13

LIBER 144 PAGE 31

In the Case of

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

WILLIAM CLEVELAND WEST

In the

Circuit Court

For

Anne Arundel County

No. 15,225 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
1963 JAN -3 PM 2:16

All of which is respectfully submitted.

January 3, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of January, 1963, 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 L, deputy

FILED
1963 JAN 21 AM 11:22

14

Dr. GEORGE C. BAST, JR., Assignee of Mortgage vs WILLIAM CLEVELAND WEST

In Acct. with GEORGE C. BAST, Jr. Assignee

					Cr.	
1962						
Nov.	8	Proceeds of Sale	7,000	00		
		Interest on deferred payment of $6,500.00				
		from 11/8/62 to 12/20/62	45	46	7,045	46
		Refund 1962 - County & State taxes (143.70) 11/8/62 to 12/31/62 - 1 month, 22 days	19	28	19	28
					7,064	74
		To Assignee for fee, viz:	100	00		
		To Assignee for Commissions, viz:	241	36	341	36
		To Assignee for Court Costs, viz:				
		Plaintiff's solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Assignee for expenses, viz:				
		Capital-Gazette Press - advertising sale	64	76		
		Capital-Gazette Press - order nisi, sale	15	00		
		The Sunpapers - advertising sale	16	95		
		E.T.Newell & Co. - Auctioneer fee	35	00		
		Insurance Co. of N. America-bond premium	36	00		
		Ground rent adjusted (108.00) 10/10/62 to 11/8/62	8	40		
		Clerk of Court-recording- short assignment of mortgage	1	00		
		Ann K. Rahll - notary fee		50		
		Joanne Cox - notary fees	1	00		
		John M. Miller - notary fee		50	179	11
		To Bradford Federal Savings & Loan Assn.-				
		this balance on account of claim filed	6,483	77	6,483	77
					7,064	74

Amount of mortgage claim filed	8,649	92
Interest on principal balance of $8,649.92 from 10/31/62 to 1/18/63 - 79 days @ 4½%	84	08
	8,734	00
Cr. - amount allowed above	6,483	77
Balance subject to decree in personam	2,250	23

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DAVID J. McKENZIE AND BEVERLY McKENZIE, HIS WIFE	:	(In Equity)

No. 15,181 Equity

Mr. Clerk:

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

1. Original Mortgage from David J. McKenzie and Beverly McKenzie, his wife to Baltimore Federal Savings and Loan Association, dated December 13th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 3.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 SEP 11 AM 9:07

LIBER 144 PAGE 35

No. 15,181 Equity

City and County Form.

BOOK 1531 PAGE 3

This Mortgage, Made this 13th day of December, in the year one thousand, nine hundred and sixty-one, between

DAVID J. McKENZIE and BEVERLY McKENZIE, his wife

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of ELEVEN THOUSAND SEVEN HUNDRED AND 00/100ths ($11,700.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-half (5½%) per cent per annum in the manner following:

By the payment of SIXTY-SIX and 46/100ths ($66.46) Dollars, commencing on the first day of January, 1962, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 13 in Block B as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

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

PLAINTIFF'S EXHIBIT "A"

FILED

1962 SEP 11 AM 9:07

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of **Ninety ($90.00) Dollars, payable half-yearly on the 9th days of February and August in each and every year.**

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$125.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

David J. McKenzie (SEAL)

(SEAL)

Beverly McKenzie (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this.....13th.....day of ..December....., 19..61.., before me, a Notary Public of said State, personally appeared.....

David J. McKenzie and Beverly McKenzie, his wife

.....

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, and

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

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO. MD.

Notary Public

My commission expires ..May 6, 1963

Rec'd for record Dec. 14, 1961 at 11:56 A.M.

Mailed to Callahan & Calwell

4

No. 15,181 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **10th** day of **September,** 19 **62** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell** and made oath in due form of Law that the Defendant**s, David J. McKenzie and Beverly McKenzie, his wife**

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

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

1962 SEP 11

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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DAVID J. McKENZIE AND

BEVERLY McKENZIE, HIS WIFE

IN THE LIBER 144 PAGE 39

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY.

No. 15,181 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **David J. McKenzie and Beverly McKenzie, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **December** 1961, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.No. 1531** Folio 3 .

Amount of Mortgage	**$11,700.00**
Less -a mount paid on principal	**51.51**
	11,648.49
Plus - interest to 10/2/62	**323.90**
	11,972.39
Less - balance in expense account	**9.75**
	11962.64

11648.49
9.75
11638.74

1962 SEP 11 PM 9:07

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **10th** day of **September** in the year nineteen hundred and **sixty-two** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link Notary Public

Equity No 15,181

Mortgagee and Attorney's Bond. I-369

LIBER 11 PAGE 465

New Amsterdam Casualty Company

LIBER 144 PAGE 40

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-1961-62

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND AND NO/100 ($12,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of October 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 David J. McKenzie and Beverly McKenzie, his wife, to Baltimore Federal Savings & Loan Association bearing date the 13th day of December nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1531, Folio 3, and

Lot #13, Block "B", Bodkins Plains

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Leik

WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

7 1962 OCT 15 AM 9:32

Bond approved this 15th day of October, 1962

Louis H. Phipps, Clerk

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 David J. McKenzie and Beverly McKenzie, his wife to Baltimore Federal Savings and Loan Association, dated December 13th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 3 (Default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday, October 15, 1961 at 3:15 P.M. (E. D. T.)

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

Being known and designated as Lot No. 13 in Block B as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Lockwood Road 5th house south of Lake Avenue, having a frontage of 75 feet with a depth of about 156 feet.

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

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

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

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

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

0-11

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

DAVID J. McKENZIE AND
BEVERLY McKENZIE, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)
No. 15,181

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 13th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 3 from said David J. McKenzie and Beverly McKenzie, 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 15th day of October, 1962 at 3.15 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. 13 in Block B as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 OCT 17 AM 9:03

8

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 two Hundred ($12,200.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th 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 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 truo, 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

9

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th 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 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 he is the purchaser and purchased the same as principal and not as agent for anyone) ([illegible] _____,) and that he has 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 (SEAL)
Purchaser
Charles E. Williams, Vice President

HARRY C. MILLER NOTARY PUBLIC BALTIMORE, MD.

Harry C. Miller
Notary Public

FILED
1962 OCT 17 AM 9:03

10

ORDER NISI

WALTER S. CALWELL,

Attorney named in Mortgage

versus

DAVID J. McKENZIE and

BEVERLY McKENZIE, his wife

LIBER 144 PAGE 44

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,181 Equity

Ordered, this 17th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of 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 26th day of November next.

The report states that the amount of sale was $ $12,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty.

"Maryland Gazette" (For October 25th Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

DAVID J. McKENZIE and

BEVERLY McKENZIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th 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 29 AM 11:19

No 15,181

Mortgagee and Attorney's Bond.

1-369

LIBER 11 PAGE 471

NEW AMSTERDAM CASUALTY COMPANY

LIBER 144 PAGE 45

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL

BOND NO. 0466-0274-1961-62

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO HUNDRED AND NO/100 - - - - ($200.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of October 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 David J. McKenzie and Beverly McKenzie, his wife to Baltimore Federal Savings & Loan Association bearing date the 13th day of December nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1531, Folio 3, and

Lot #13, Block "B", Bodkins Plains, Anne Arundel 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. Frick

Walter S. Calwell (Seal)

(Seal)

(Seal)

WITNESS:

S. Alvey

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

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

12 Bond approved this 17th day of October, 1962

Louis N. Phipps, Clerk

1962 OCT 17 AM 9:09

LIBER 144 PAGE 46

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

Order Nisi Sale

Eq. 15,181

David J. McKnight

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 November, 1962. The first insertion being made the 25th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1962 NOV 28 PM 12:30

13 No. M. G. 33734

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,181 Equity

Walter S.Calwell
Attorney named in Mortgage
versus
DAVID J. McKENZIE and BEVERLY McKENZIE, his wife

Ordered, this 17th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney named in Mortgage BE RATIFIED AND CONFIRMED,

unless cause to the contrary thereof be shown on or before the 26th day of 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 26th day of November next.

The report states that the amount of sale was $12,200.00.

LOUIS N. PHIPPS, Clrk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

N-15

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal ding
Baltimore 2, M

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from David J. McKenzie and Beverly McKenzie, his wife to Baltimore Federal Savings and Loan Association, dated December 13th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 3 (Default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday, October 15, 1961 at 3:15 P.M. (E. D. T.)

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

Being known and designated as Lot No. 13 in Block B as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Lockwood Road 5th house south of Lake Avenue, having a frontage of 75 feet with a depth of about 156 feet.

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

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

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

No. 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

O-11

14

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 47

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1962

We hereby certify, that the annexed Attorney's Sale David J. McKenzie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of October, 1962 The first insertion being made the 20th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT 31 PM 1:34

By H. Tilghman

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

DAVID J. MCKENZIE and BEVERLY MCKENZIE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,181 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.

1963 JAN -2 AM 11:37

FILED

All of which is respectfully submitted.

Auditor.

January 2, 1963

FINAL ORDER

ORDERED BY THE COURT, this 21st day of January, 1963, 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.

D Bruce Dunkett

Clerk
Per: _____, deputy

FILED

1963 JAN 21 AM 11:35

15

16

LIBER 144 PAGE 49

Dr. Mortgaged Real Estate of David J. McKenzie & Beverly McKenzie, 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	12,200	00		
	By	Interest, 6%, on deferred payment, $11,700.00 from 10/15/62 to 11/30/62	91	50		
	By	Adjustment, 1962 Real Estate Taxes 10/15/62 to 12/31/62	31	95		
					12,323	45
	To	Attorney, for fee, viz.	125	00		
	To	Attorney, for commission, viz.	396	00		
					521	00
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	31	00		
		Auditor, this account	22	50		
					63	50
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	83	24		
		New Amsterdam Casualty Co.- bond	48	00		
		E. T. Newell & Co., Inc.-Auctioneer's fee	35	00		
		Notary fees	1	50		
		Adjustment, ground rent	16	50		
					184	24
	To	Baltimore Federal Savings & Loan				

		Association, Mortgagee, on account			
		of Mortgage claim			11,554 71
					12,323 45
		Balance due on Mortgage, as per			
		claim filed	11,962 64		
		Interest, 5½%, on principal balance,			
		$11,638.74, from 10/3/62 to 12/18/63	186 69		
			12,149 33		
		Credit amount allowed above	11,554 71		
		This amount subject to decree in			
		personam	594 62		

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr. and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife	*	(IN Equity) No. 15,207 Equity

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

Mr. Clerk:

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

1 - Original Mortgage from George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr., Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mithcell, his wife, to the Leeds Federal Savings and Loan Association, dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1344, folio 406 etc..

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage.

FILED

1962 OCT -1 AM 9:30

City-County Form.

LIBER 144 PAGE 52

No. 15,207 Equity

BOOK 1344 PAGE 406

This Mortgage, Made this 29th day of October, in the year one thousand, nine hundred and fifty-nine, between George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr., Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, 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 FIVE HUNDRED ($10,500.00) - - - - - - - - - - - - - - - - - - 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-FIVE DOLLARS AND TWENTY FOUR CENTS ($75.24) - - - ~~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 those lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

Lots numbered nine (9), ten (10) and that one-half portion of lot numbered eleven (11) which adjoins Lot numbered ten (10) on Plat 6 of Long Point on the Magothy, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W. M. B. No. 1, folio 40.

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 Vincent J. Palumbo and wife unto George R. Lowe, et al., the Mortgagors herein.

FILED

1962 OCT -1 AM 9:30

Together with the improvements thereon and the rights or appurtenanees 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 sueeessors 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 [illegible], payable in equal semi-annual installments on the [illegible] days of [illegible] and [illegible] in each and every year.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and eomply 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 eompany aeceptable to the Mortgagee, its suecessors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal reeeipts to the Mortgagee, its sueeessors 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 eost thereof to the amount of the mortgage indebtedness so as to beeome so mueh additional indebtedness seeured by this Mortgage and in the event of any loss by fire the insurance company or eompanies are hereby direeted by the Mortgagors to make payment for sueh 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 sueh applieation may, in writing, eonsent 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, insuranee, publie dues and assessments of every kind whatsoever, for whieh the property hereby mortgaged may beeome liable when payable. The Mortgagee, its sueeessors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the prineipal debt named herein and bear interest at the rate of six per eent. (6%) per annum from the date of said payment, and the said Mortgagee, its sueeessors 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 beeome so mueh additional indebtedness seeured by this Mortgage and be ineluded in any deeree foreelosing this Mortgage, or in any sale of the premises for the foreelosure of the same; (4) to pay premiums on any life insuranee poliey or policies assigned to the Mortgagee, its suceessors or assigns, or wherein the Mortgagee, its sue-

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 Two Hundred Fifty (250.00) 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

George P. Lowe (SEAL)
George P. Lowe

Edward W. Lowe Jr. (SEAL)
Edward W. Lowe, Jr.

Edward W. Lowe Sr. (SEAL)
Edward W. Lowe, Sr.

Carrie M. Lowe (SEAL)
Carrie M. Lowe,

Thomas A. Mitchell (SEAL)
Thomas A. Mitchell

Elizabeth M. Mitchell (SEAL)
Elizabeth M. Mitchell

4

BOOK 1344 PAGE 409 LIBER 144 PAGE 55

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of October, 19 59, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr., Carrie M. Lowe, his wife, Thomas A. Mitchell, Elizabeth M. Mitchell, 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 NOTARY PUBLIC ANNE ARUNDEL CO. MD

14.00

Edward J. Brannan

Edward J. Brannan, Notary Public.

Recd for record Oct. 30, 1959 at 10:12 A.M.
Mailed to Edward J. Brannan

In The Circuit Court For
Anne Arundel Co.

Edward J. Brannan, Attorney
Named in Mortgage

vs.

George R. Lowe, unmarried,
Edward W. Lowe, Jr., unmarried,
Edward W. Lowe, Sr.,
Carrie M. Lowe, his wife,
Thomas A. Mitchell and
Elizabeth M. Mitchell, his wife

"PLAINTIFFS' EXHIBIT NO. 1"

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	(In Equity)
George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr. and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife	*	Case No. 15,207 Docket No. 20 Folio No. 339

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

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 28th day of September, 1962.

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

FILED
1962 OCT -1 AM 9:30

6

LIBER 144 PAGE 57

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	(In Equity)
	*	Docket No. 20, Folio 339
George R. Lowe, unmarried Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr. and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife	* * * * *	Case No. 15,207

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr. and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife, dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1344, folio 406 etc..

Original Mortgage- - - - -	$10,500.00
Less Amt. Paid on Acct.	432.21
	$10,067.69
Plus Interest to 10/29/26-	48.66
	$10,116.35
Less Expense Account	71.56
Total	$10,044.79

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of September, 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.

1962 OCT -1 [illegible]

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 11 PAGE 462

LIBER 144 PAGE 58

Edward J. Brannan, Attorney named in the Mortgage

vs.

George R. Lowe, Edward W. Lowe, Jr., Edward W. Lowe, Sr., Carrie M. Lowe, his wife and Thomas A. Mitchell and Elizabeth M. Mitchell, his wife

Dkt No. 20—Folio 339
Case No 15,207 Equity

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan, 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 28th day of September , 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 George R. Lowe, Edward W. Lowe, Jr., Edward W. Lowe, Sr, Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife to Leeds Federal Savings and Loan Association bearing date the 29th day of October , 19 59 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1344 Folio 406 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shields, Attorney-in-fact

B. L. Bolling

B.L. Bolling, Witness to Surety

1562 OCT -3 AM 9:38

Bond approved this 3 day of October, 1962

James T. Chipman, Clerk

LIBER 144 PAGE 59

Edward J. Brannan, Attorney Named inMortgage

vs.

George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr., and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife

* IN THE CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY

* (In Equity)

* Docket No. 20, Folio No. 339

* Case No. 15,207

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 29th, day of October, 1962, he sold at public, for the highest price the following described property:

Lots numbered nine (9), ten (10) and that one-half portion of lot numbered eleven (11) which adjoins Lot numbered ten (10) on Plat 6 of Long Point on the Magothy, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W. M. B. No. 1, folio 40, at and for the price of EIGHTY FIVE HUNDRED DOLLARS ($8500.00) - .

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

Witness: E. T. Newell & Co., Inc.

Betty M. Trueschler BY: [signature] President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of EIGHTY FIVE HUNDRED DOLLARS (8500.00) - .

Witness: Leeds Federal Savings and Loan Association

H. [illegible] Johnson, Sec. -Treas. BY: [signature] (SEAL)
R. W. Bratton, President.

_____ _____ (SEAL)

1962 NOV -5 [illegible]

Equity - Docket No. 20 - Folio 339 - Case No. 15,207

Edward J. Brannan, Atty. Named in Mortgage - vs. - George R. Lowe, et al.

LIBER 144 PAGE 60

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th 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 R.W.Bratton, President of Leeds Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~ (that he is the agent for the purchaser, Leeds Fed. Sav. & Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. W. Bratton (SEAL)
R. W. Bratton, President

(SEAL)
PURCHASER

Edward J. Johnson
Notary Public

FILED

1962 NOV -5 AM 10:01

10

LIBER 144 PAGE 61

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	(IN Equity)
George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr., and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife	*	Docket No. 20 - Folio 339 Case No. 15,207

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

REPORT OF SALE

TO THE HNORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated October 29, 1959 and recorded among the Land Records of Anne Aruncel County in Liber G. T. C. No. 1344, folio 406 etc., from George R. Lowe, unmarried, Edward W. Lowe, Jr., unmarried, Edward W. Lowe, Sr., and Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, 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 29th day of October, 1962 at 2:00 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 Leeds Federal Savings and Loan Association, at and for the sum of Eighty-Five Hundred Dollars ($8500.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mortgage.

FILED

1962 NOV -5 AM 10:01

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 144 PAGE 62

I HEREBY CERTIFY, that on this 31sts. day of October 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 Circle Road
Long Point on the Magothy
3rd Election District
Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from George R. Lowe, Edward W. Lowe, Jr., Edward W. Lowe, Sr., Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife, to the Leeds Federal Savings and Loan Association, dated October 29, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1344, folio 406 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

Mon., Oct. 29, 1962
at 2 o'clock p.m.

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

Lots numbered nine (9), ten (10), and that one-half portion of lot numbered eleven (11) which adjoins Lot numbered ten (10) on Plat 6 of Long Point on the Magothy, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber W.M.B. No. 1, folio 40.

The aforesaid lots of ground is improved with a ONE (1) Story Concrete Block Dwelling, containing five (5) rooms, one (1) bath, forced air oil heat.

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

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

O-25

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable Fee Simple Property

situate on Circle Road
Long Point on the Magothy
3rd Election District
Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from George R. Lowe, Edward W. Lowe, Jr., Edward W. Lowe, Sr., Carrie M. Lowe, his wife, Thomas A. Mitchell and Elizabeth M. Mitchell, his wife, to the Leeds Federal Savings and Loan Association, dated October 29, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1344, folio 406 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

Mon., Oct. 29, 1962
at 2 o'clock p.m.

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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

O-25

No. 13

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 63

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 19 62

We hereby certify, that the annexed

Mortgage Sale

George R. Lowe

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 29th day of October, 19 62. The first insertion being made the 4th day of October, 19 62.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,207 Equity
EDWARD J. BRANNAN
Attorney named in Mortgage
VERSUS
GEORGE R. LOWE, unmarried, EDWARD W. LOWE, JR., unmarried, EDWARD W. LOWE, SR., and CARRIE M. LOWE, his wife, THOMAS A. MITCHELL AND ELIZABETH M. MITCHELL, his wife

Ordered, this 5th day of November, 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 10th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of December next.

The report states that the amount of sale was $8,500.00.

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

N-29

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 64

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,207
George R. Lowe

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1962 DEC 17 PM 4:30

No. M. G.

14

ORDER NISI

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

versus

GEORGE R. LOWE, UNMARRIED, EDWARD W. LOWE, JR., UNMARRIED, EDWARD W. LOWE, SR., AND CARRIE M. LOWE, HIS WIFE, THOMAS A. MITCHELL AND ELIZABETH M. MITCHELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,207 Equity

LIBER 144 PAGE 65

Ordered, this 5th day of November, 19 62, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

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

The report states that the amount of sale was $ 8,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

EDWARD J. BRANNAN, ATTY. (Final Order)

FOR: MARYLAND GAZETTE Nov. 8th Edition

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

versus

GEORGE R. LOWE, UNMARRIED, EDWARD W. LOWE, JR., UNMARRIED, EDWARD W. LOWE, SR., AND CARRIE M. LOWE, HIS WIFE, THOMAS A. MITCHELL AND ELIZABETH M. MITCHELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of December, 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 DEC 19 AM 9:23

15

LIBER 144 PAGE 66

In the Case of

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

VS.

GEORGE R. LOWE, etal

In the

Circuit Court

For

Anne Arundel County

No. 15,207 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
1963 JAN -4 PM 3:22

All of which is respectfully submitted.

Auditor.

January 4, 1963

FINAL ORDER

ORDERED BY THE COURT, this 22nd day of January, 1963, 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
1963 JAN 22 AM 9:55

16

17

Dr. Mortgaged Real Estate of George R. Lowe, etal

LIBER 144 PAGE 67

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

					Cr.	
	By	Amount of Sale, as per Attorney's				
		Report of sale filed	8,500	00		
	By	Interest, 6%, on deferred payment				
		$8,000.00, 10/29/62 to 12/19/62	62	30		
	By	Adjustment, 1962 Real Estate Taxes				
		10/29/62 to 12/31/62	17	41		
					8,579	71
	To	Attorney, for fee, viz.	250	00		
	To	Attorney for commissions viz.	285	00		
					535	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	83	24		
		United States Fidelity & Guaranty				
		Company - bond	44	00		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee 25.00				
		Advertising - Sun 32.50	57	50		
					184	74
	To	Leeds Federal Savings & Loan				

	Association, Mortgagee, on account				
	of Mortgage claim			7,799	47
				8,579	71
	Balance due on Mortgage, as per				
	claim filed	10,044	79		
	Interest, 6%, on principal balance,				
	$9,996.13, from 10/29/62 to 1/20/63	133	28		
		10,178	07		
	Credit amount allowed above	7,799	47		
	This amount subject to decree in				
	personam	2,378	60		

LIBER 144 PAGE 69

In the Matter of the	: No. 15,251	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Robert P. Heath and Christine	: for	
B. Heath, his wife	: Anne Arundel County	
	:	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

14303

~~14572~~ Equity
15,251

LIBER 144 PAGE 70

MAP 1295 PAGE 133

This Mortgage, made this 30th day of April in the year one thousand nine hundred and fifty-nine, between ROBERT P. HEATH and CHRISTINE B. HEATH, his wife, of A. A. County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SEVEN THOUSAND FIVE HUNDRED DOLLARS _____($7,500.00)

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

By the payment of SIXTY FOUR DOLLARS ----------($64.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month. , the first of said monthly payments due June 1, 1959.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those lot(s) of ground situate and lying in First Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3 and 4, of Section EE of Beverley Beach, Anne Arundel County, Maryland, having an aggregate frontage of 100 ft. on Spruce Avenue with an even depth therefrom of 150 ft. as shown on plat of Beverley Beach recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed to the within-named Mortgagors by Nan E. Cullen, Widow, et al, by deed dated , 1959 intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED
1961 SEP -5 AM 10:25

FILED
1962 OCT 22 PM 12:30

LIBER 144 PAGE 71

BOOK 1295 PAGE 134

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

However the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Alice Gary
ALICE GARY

Robert P. Heath (SEAL)
Robert P. Heath

Christine B. Heath (SEAL)
Christine B. Heath

(SEAL)

LIBER 144 PAGE 73
BOOK 1295 PAGE 136

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 30th day of April, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert P. Heath and Christine B. Heath, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alice Gary

11.00 ALICE GARY
NOTARY PUBLIC

My Commission expires 5/4/59

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record May 12, 1959 at 1:54 P.M.
Mailed to William W. Townshend, Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

Purchase money

MORTGAGE

FROM

Robert P. Heath and

Christine B. Heath, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19..... at ..... o'clock ..... M.
Same day recorded in Liber ..... &c. one of
No. ..... folio ..... the Land Records of Anne Arundel County .....
..... and examined per
..... Clerk.
Cost of Record $ 11.00

LIBER 144 PAGE 74

In the Matter of the	:	No. 15,251 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Robert P. Heath and Christine	:	for
B. Heath, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Robert P. Heath and Christine B. Heath, his wife, to Loyola Federal Savings and Loan Association, successor to United Federal Savings and Loan Association of Glen Burnie, dated April 30, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 133.		$7,500.00
Less total amount paid on account of principal	$965.57	
Less credit Expense Account.	271.82	
	$1237.39	1,237.39
		$6,262.61
Interest to November 6, 1962		137.22
		$6,399.83

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of October 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1962 OCT 22 PM 12:30

6

LIBER 144 PAGE 75

AFFIDAVIT OF NON-MILITARY SERVICE

15,251 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 16th 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, William W. Townshend, Jr., Attorney named in Mortgage, from Robert P. Heath and Christine B. Heath, his wife, to Loyola Federal Savings and Loan Association, successor to United Federal Savings and Loan Association of Glen Burnie, plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge, that defendants

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Robert P. Heath and Christine B. Heath

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 16th day of October, 19 62.

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notarial Seal

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:
May 6th, 1963

Filed,

1962 OCT 22 [illegible]

7

LIBER 1494 PAGE 76

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Robert P. Heath and Christine B. Heath, his wife, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 133, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 13th, 1962

at 11:00 o'clock A.M.

ALL those lots of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3 and 4, of Section EE of Beverley Beach, Anne Arundel County, Maryland, having an aggregate frontage of 100 ft. on Spruce Avenue with an even depth therefrom of 150 ft. as shown on plat of Beverley Beach recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto Robert P. Heath and Christine B. Heath, his wife, by Nan E. Cullen, Widow, et al, by deed dated April 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 130.

The above property is improved by a two story, cement block and frame dwelling with modern conveniences and is located on Spruce Avenue in Beverley Beach.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash or final ratification

FILED

1962 OCT 22 PM 12:30

of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette: October 18th, 25th and
November 1st and 8th, 1962

Please send 25 handbills

LIBER 144 PAGE 77

WILLIAM W. TOWNSHEND, Jr.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Robert P. Heath and Christine B. Heath, his wife, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 133, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Nov. 13, 1962
at 11 o'clock A.M.

ALL those lots of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED AS Lots Nos. 1, 2, 3 and 4, of Section EE of Beverly Beach, Anne Arundel County, Maryland, having an aggregate frontage of 100 ft. on Spruce Avenue with an even depth therefrom of 150 ft. as shown on plat of Beverley Beach recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto Robert P. Heath and Christine B. Heath, his wife, by Nan E. Cullen, Widow, et al, by deed dated April 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 130.

The above property is improved by a two story, cement block and frame dwelling with modern conveniences and is located on Spruce Avenue in Beverley Beach.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash or final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer N-8

No. M

10

OFFIC OF 15, 251

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 78

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed Attorney's Sale

Robert P. Heath

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 18th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 NOV. -9

By H. Tilghman

The Pennsylvania Insurance Company

LIBER 11 PAGE 484

11-451

LIBER 144 PAGE 79

A STOCK COMPANY

BOND NO. 45 03 90

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($7,500.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 8th day of November, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Robert P. Heath and Christine B. Heath, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 30th day of April, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1295, Folio 133, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie T. Ward

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.
Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 9th day of November 1962
Louis N. Phipps, Clerk

1962 NOV -9 P 1:07

Form 24 S831

8-61

ROBERT H. CAMPBELL - - - - - Auctioneer

LIBER 144 PAGE 80

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH ST.
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Robert P. Heath and Christine B. Heath, his wife, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 133, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 13, 1962

AT 11:00 O'CLOCK A.M.

ALL those lots of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3 and 4, of Section EE of Beverley Beach, Anne Arundel County, Maryland, having an aggregate frontage of 100 ft. on Spruce Avenue with an even depth therefrom of 150 ft. as shown on plat of Beverley Beach recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto Robert P. Heath and Christine B. Heath, his wife, by Nan E. Cullen, Widow, et al, by deed dated April 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 130.

The above property is improved by a two story, cement block and frame dwelling with modern conveniences and is located on Spruce Avenue in Beverley Beach.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

1962 NOV 13 AM 2:30

21

LIBER 144 PAGE 81

Annapolis, Maryland
November 13, 1962

I hereby certify that I have this thirteenth day of November 1962, sold the property described on the reverse hereof unto Aloysius F. X. Gleeson and Marie A. Gleeson, his wife at and for the sum of SEVEN THOUSAND TWO HUNDRED DOLLARS ($7,200.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this thirteenth day of November 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SEVEN THOUSAND TWO HUNDRED DOLLARS ($7,200.00), and I/we hereby agree to comply with the terms of sale.

Aloysius F. X. Gleeson

Aloysius F. X. Gleeson

Marie A. Gleeson

Marie A. Gleeson

4300 - 22nd St. N. W.
Wash. 16, D. C.

1962 NOV 13 [illegible]

LIBER 144 PAGE 82

In the Matter of the Mortgaged	: No.	5251 Equity
Real Estate of Robert F. Heath	:	In the Circuit Court
and Christine B. Heath, his wife	:	for
	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Robert P. Heath and Christine B. Heath, his wife dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 133, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, November 13, 1962, at 11:00 o'clock A.M., and then and there sold the said property to Aloysius F. X. Gleeson and Marie A. Gleeson, his wife, at and for the sum of SEVEN THOUSAND TWO HUNDRED DOLLARS ($7,200.00), being at that figure the highest bidders therefor, said property described as follows:

ALL those lots of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3 and 4, of Section EE of Beverley Beach, Anne Arundel County, Maryland, having an aggregate frontage of 100 ft. on Spruce Avenue, with an even depth therefrom of 150 ft. as shown on plat of Beverley Beach recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto Robert P. Heath and Christine B. Heath, his wife, by Nan E. Cullen, Widow, et al, by deed dated April 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1295, Folio 130.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of November 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the saletherein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

LIBER 144 PAGE 84

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Robert P. Heath and Christine	:	for
B. Heath, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER

I/we hereby certify, that on this 13th day of November 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Aloysius F. X. Gleeson and Marie A. Gleeson, his wife the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

WITNESS:

William W. Townshend, Jr.

Aloysius F. X. Gleeson (SEAL)
Aloysius F. X. Gleeson

Marie A. Gleeson (SEAL)
Marie A. Gleeson

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1962 NOV 13 PM 2:30

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ROBERT F. HEATH
AND CHRISTINE B. HEATH, HIS WIFE
~~Versus~~

LIBER 144 PAGE 85
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,251 Equity

Ordered, this 13th day of November, 19 62 That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

The report states that the amount of sale was $ 7,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. FOR: MARYLAND GAZETTE Nov. 22 Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ROBERT F. HEATH
AND CHRISTINE B. HEATH, HIS WIFE
~~Versus~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of December, 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 Sasse
JUDGE.

FILED
1962 DEC 26 AM 11:11

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 86

Order Nisi

IN THE
CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO 15,251 EQUITY

In the matter of the mortgaged real estate of **ROBERT F. HEATH** and **CHRISTINE B. HEATH**, his wife

Ordered, this 13th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the **24th day of December next**; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, onee in eaeh of three sueeessive weeks before the 24th day V. Ccharles Rinaudo, Assignee, of December next.

The report states that the amount of sale was $7,200.00.

LOUIS N. PHIPPS, Clerk

True Copy,
TEST: LOUIS N. PHIPPS
Clerk

D-13.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1962

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,251
Robert F. Heath

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of December, 1962 The first insertion being made the 13th day of November, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1962 DEC 17 PM 4:31

No. M. G. 34051

18

LIBER 144 PAGE 87

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
ROBERT P. HEATH and CHRISTINE B. HEATH, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,251 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
1963 JAN -3 PM 2:16

All of which is respectfully submitted.
January 3, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of January, 1963, 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: M. Fitzhugh, deputy

FILED
1963 JAN 21 AM 10:28

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT P. HEATH and CHRISTINE B. HEATH, his wife,

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1962						
Nov. 13		Proceeds of Sale	7,200	00		
		Interest on deferred payment of $6,450.00 from 11/13/62 to 12/28/62	50	44	7,250	44
					7,250	44
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	247	51	347	51
		To Attorney for Court Costs, viz:				
		Plaintiff's colicitors appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital-Gazette Press, advertising sale	63	00		
		Capital-Gazette Press - order nisi, sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Campbell - Auctioneer fee	45	00		
		Pennsylvania Ins. Co. - Bond premium	30	00		
		One-half cost documentary stamps	12	38		
		1962 County & State taxes adjusted (210.63) 1/1/62 to 11/13/62	184	23		
		Dorothy P. McNew - Notary fees	1	50	368	11
		To Loyola Federal Savings & Loan Assn.				
		In full mortgage claim filed	6,399	83		
		Interest on Principal balance of $6,262.61 from 11/6/62 to 1/18/63 - 73 days @ 6%	74	49	6,474	32
					7,250	44

IN THE MATTER OF THE DEED OF TRUST from JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife to WM. PEPPER CONSTABLE, Substituted Trustee	* LIBER 144 PAGE 89 * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 14,978

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

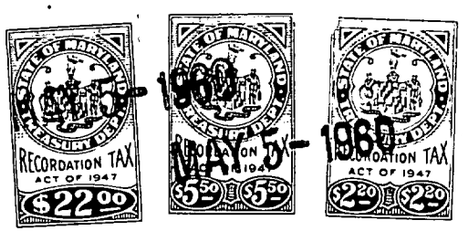
MR. CLERK:

Please docket the above entitled case, file the original of the Deed of Trust marked "Substituted Trustee's Exhibit No. 1", Note secured by said Deed of Trust marked "Substituted Trustee's Exhibit No. 2", original Declaration of Substitution of Trustee, marked "Substituted Trustee's Exhibit No. 3", and original Claim and Statement of Mortgage Debt by Admiral Homes Acceptance Corporation, marked "Substituted Trustee's Exhibit No. 4", and enter my appearance for the Substituted Trustee.

John S. Rouse, Jr.

John S. Rouse, Jr.
18 West Street
Annapolis, Maryland
COlonial 7-8186

FILED
1962 MAY -2 AM 10:37



"SUBSTITUTED TRUSTEE'S EXHIBIT NO. 1"

BOOK 1389 PAGE 18

LIBER 144 PAGE 90

No. 14,978 Equity

CONVENTIONAL COMBINATION FORM

THIS DEED OF TRUST, Made this 22nd day of April, in the year one thousand nine hundred and sixty, by and between John T. Braxton and Ethelrine Braxton, his wife of Baltimore, State of Maryland, hereinafter referred to as party of the first part; and Benjamin Swogell

Trustees as hereinafter referred to, party of the second part.

WHEREAS, John T. Braxton and Ethelrine Braxton are justly indebted unto ADMIRAL HOMES ACCEPTANCE CORPORATION hereinafter referred to as Beneficiary, in the full sum of THIRTEEN THOUSAND FIVE HUNDRED Dollars, for money loaned for which the party of the first part has made and delivered to the Beneficiary a promissory note bearing even date with these presents, payable to the order of the Beneficiary, at its principal office located in West Newton, Pennsylvania or at such other place, either within or without the State, as the Beneficiary of said note may in writing from time to time direct, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Interest accounting from the date hereof shall be payable monthly, at the rate of 6 % per annum, on the unpaid principal balance of the aforesaid note, or so much as is advanced hereunder; ~~the first installment thereof to become due and payable on the day of each month thereafter, to and including the day of on the day of and thereafter interest shall be computed at the rate of % per annum and installments of principal and interest shall be paid in the amount of Dollars on the first day of and a like or similar sum on the first day of each and every month thereafter to and including the first day of and the balance of~~ said principal and interest remaining unpaid shall become due and payable ~~on the first day of the said monthly payments to be applied first to the payment of interest at the rate of % per annum as aforesaid, on the balance of unpaid principal and any amount remaining after the payment of interest shall be applied to the payment of unpaid principal.~~

FILED

1962 MAY -2 AM 10:37

Exhibit No. 1

SAID NOTE is countersigned by said Trustees for the purpose of identification.

That together with and in addition to the monthly payment of principal and interest payable under the terms of the debt hereby secured the party of the first part will pay to the Beneficiary on the first day of each month until debt is fully paid a sum equal to one twelfth of the annual taxes and other municipal liens and charges and insurance premiums to become due on the property secured hereby such sums to be held by the Beneficiary to pay said taxes and other municipal liens and charges and insurance premiums as and when the same become due and payable and any additional sum necessary to pay any deficiency in said taxes and other municipal liens and charges and insurance premiums upon notice by the Beneficiary. Nothing herein contained however shall prevent the Beneficiary or its successors or assigns from commingling all sums so paid hereunder with its or their general funds.

WHEREAS, it is a condition precedent to the granting of the aforesaid loan by the Beneficiary to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to secure the performance of the obligations, covenants and agreements of this Deed of Trust.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part, in consideration of the premises and One Dollar, the receipt whereof prior to the signing of and delivery of these presents, is acknowledged, does grant, convey and assign unto the party of the second part, as Trustees, subject to provisions hereinafter provided, the following land and property, lying and being in the 3rd Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Being lots Nos. 31 end 32 es shown on a certain plat entitled "Subdivision of Lots 9 end 10 es shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, Merylend for Foxwell and Foxwell, Inc. dated October 11th, 1948, and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 3, Rod F-6, Plat No. 6.

Being the same two lots of ground which by deed dated December 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1260 page 233 was granted end conveyed by Foxwell and Foxwell, Inc. to John T. Braxton and Ethelrine Braxton.

It is particularly understood and agreed that the said parties of the first part, their heirs and assigns, may anticipate payment in whole or in part on the principle of said Deed of Trust, at anytime, provided said Deed of Trust is not in default.

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LIBER 144 PAGE 93
BOOK 1389 PAGE 21

Together with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the party of the first part represents as annexed to and forming a part of the realty and as subject to the lien of this deed of trust;

Together with the possession and the right of possession of the aforegoing;

And Together with the rents, income, issues and profits accruing therefrom, provided that the party of the first part shall be entitled to collect, and receive the same while no default exists in the terms of the aforesaid note or of this deed of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUSTS:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust;

In trust to release and re-convey the aforesaid land and property to the party of the first part, at the cost of the party of the first part, upon payment of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this deed of trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid;

And upon this further trust, that upon failure to erect upon the aforesaid land within six months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a con-

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tract existing between the party of the first part and the Beneficiary, or in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this deed of trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest shall be immediately due and payable without notice, notice of such election being expressly waived, and, at the election of the Beneficiary, the party of the second part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the party of the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days notice of the time, place, manner and terms of sale in a newspaper printed in ~~Balti-~~ more Carroll County, State of Maryland and such other notice as said Trustees deem expedient. Such sale may be of the whole or any part of said land and property, provided, however, that the party of the second part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper. In the event of such sale the party of the second part, as Trustees, shall have the power and it shall be the duty of the party of the second part, as Trustees, to convey the land and property so sold in fee simple to the purchaser or purchasers in compliance with the terms of said sale and at the cost of said purchaser or purchasers who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale or sales: Firstly, to pay all proper costs, charges and expenses of such sale including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one or more of the covenants and agreements of this deed of trust which were not fulfilled by the party of the first part as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale is made; Secondly, to pay the principal remaining unpaid with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this deed of trust the principal remaining unpaid

with accrued interest shall become immediately due and payable at the election of the Beneficiary; and Lastly, to pay the remainder of said proceeds, if any, to the said party of the first part upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors or assigns thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any, of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided computed on the amount of the indebtedness.

AND the party of the first part for themselves, their heirs, executors, administrators, successors, and assigns, covenants and agrees as follows:

To pay the aforesaid note in accordance with its terms;

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite;

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property;

To pay all costs, commissions and expenses, together with Insurance Premiums including counsel fees, incurred in relation to the aforesaid note, this trust, or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this deed of trust;

To keep the aforesaid land and property in a good state of repair and in tenantable condition to the satisfaction of the Beneficiary, and to obtain the written consent of the Beneficiary before demolishing, removing or materially altering any building or improvement now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may

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from time to time be required by the Beneficiary; to procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory of the Beneficiary; that all insurance policies shall be held by, be for the benefit of, and first and solely payable, in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy; that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest or other charges secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary; that at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this deed of trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of

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paying the same and of effecting such insurance and all moneys so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum from the date of payment by the Beneficiary and shall be secured hereby.;

That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefor, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both.

It is agreed that the terms party of the first part, party of the second part, Trustees and Beneficiary shall be construed to include the singular, the plural, the masculine, feminine and neuter genders and the heirs, executors, administrators, successors and assigns thereof where the context may require or permit.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

WITNESS the hands and seals of the party of the first part.

WITNESS:

Harry D. Barnes
~~Janice D. Clark~~
Harry D. Barnes

John T. Braxton (SEAL)
John T. Braxton

Ethelrine Braxton (SEAL)
Ethelrine Braxton

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1389 PAGE 26

I HEREBY CERTIFY, that on this 22nd day of April before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared JOHN T. BRAXTON and ETHELRINE BRAXTON ~~appeared~~ the party of the first part herein, and acknowledged the foregoing Deed of Trust to be their act.

AS WITNESS my hand and Notarial Seal.

HARRY DAVIS BARNES
NOTARY PUBLIC
CECIL COUNTY, MARYLAND

Harry Davis Barnes
Notary Public
~~Janice D. Clark~~
Harry D. Barnes

VIII

Rec'd for record May 5, 1960 at 1:30 P.M.
Mailed to The Fidelity Title Co.

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AMOUNT $13,500.00 LIBER 144 PAGE 98 April 22, 1960

For Value Received, We, JOHN T. BRAXTON AND ETHELRINE BRAXTON, promise to pay to the Order of ADMIRAL HOMES ACCEPTANCE CORPORATION hereinafter referred to as the Beneficiary, the principal sum of THIRTEEN THOUSAND ($13, 500.00) FIVE HUNDRED DOLLARS, together with interest at the rate of six per cent on the principal balance of this note, or so much advanced hereof, such interest being payable monthly and said principal being due and payable six (6) months from date hereof, such principal and interest thereon being payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private at the time of payment at the office of Admiral Homes Acceptance Corporation in the City of West Newton, Pennsylvania or at such other place either within or without the State, as the Beneficiaryof this Note may in writing from time to time direct.

THIS NOTE is secured by a first Deed of Trust of even date herewith and executed and delivered by JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife, the makers and the property located in Anne Arundel County, State of Maryland, said property being more particularly described in a deed dated December 11, 1958, by Foxwell and Foxwell, Inc. unto John T. Braxton and Ethelrine Braxton and duly recorded among the Land Records of Anne Arundel County, Maryland and the said real estate is therein described as Lots Nos. 31 and 32 on the Plat entitled "Subdivision of lots 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Cabinet 3, Rod E-5 Plat 11 dated October 11, 1948, and made by J.R. McCrone, Jr. Annapolis, Md. which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-6, Plat No.6. the terms and conditions of which said Deed of Trust are made a part thereof, and controlled in the interpretation and enforcement of this note.

IT IS HEREBY AGREED, That if default be made in the payment of the principal sum of money, together with interest thereof, as therein provided or if default be made in the performance of or compliance with the covenants and continue for thirty days, then in any or all events the entire balance of the principal of this note, with all interest thereof then accrued, shall at the option of the Beneficiary of this note, become due and payable and collectible on the conditions as expressly provided in said Deed of Trust, time being of the essence of this obligation.

Witness: Benjamin Swogell John T. Braxton (SEAL)

Ethelrine Braxton (SEAL)

THIS NOTE is secured by a Deed of Trust to Benjamin Swogell, Trustee on property located in Anne Arundel County, Maryland and more particularly described in a Deed Dated December 11, 1958 by Foxwell and Foxwell, Inc. to John T. Braxton and Ethelrine Braxton and designated as Lots Nos. 31 and 32 of Subdivision of Property on Old Annapolis Road; and is counterSigned by the Trustee for the purpose of identification only.

Benjamin Swogell

Benjamin Swogell, Trustee

Exhibit No. 2

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LIBER 144 PAGE 99
BOOK 1557 PAGE 111

No. 14,978 Equity

THIS DECLARATION, made this 12th day of April, 1962, by ADMIRAL HOMES ACCEPTANCE CORPORATION, a body corporate, party of the First Part, and WM. PEPPER CONSTABLE, Esquire, Substitute Trustee as hereinafter set forth, party of the Second Part.

WHEREAS, by a Deed of Trust by and between JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife, of Baltimore, Maryland, dated the 22nd day of April, 1960 and recorded among the Land Records of Anne Arundel County, in the State of Maryland, in Liber GTC, No. 1389, Folio 18 & etc., a certain lot and parcel of ground was conveyed to BENJAMIN SWOGELL, Trustee, for the uses and purposes therein particularly set forth, securing a promissory note made to Admiral Homes Acceptance Corporation, as Beneficiary; and

WHEREAS, one of theprovisions of said Deed of Trust reads as follows:

> "That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefore, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the poers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both."

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that in the exercise and pursuance of the powers and authority vested in it under the aforesaid provisions of said Deed of Trust, ADMIRAL HOMES ACCEPTANCE CORPORATION hereby appoints WM. PEPPER CONSTABLE as Substitute Trustee in the place and stead of BENJAMIN SWOGELL, Trustee as set forth in said Deed of Trust for the purpose of carrying out each and all of the powers, rights and duties of said Trustee under the aforesaid Deed of Trust.

AS WITNESS, the corporate signature of ADMIRAL HOMES ACCEPTANCE CORPORATION by the hand of James J. Gallagher, its President, and its corporate seal hereto affixed, attested by its Assistant Secretary.

ATTEST:

Camille A. Picciano
Camille A. Picciano, Ass't. Sec.

ADMIRAL HOMES ACCEPTANCE CORPORATION

James J. Gallagher
James J. Gallagher, President

FILED

1962 MAY -2 AM 10:37

Exhibit No 3

LIBER 144 PAGE 100
BOOK 1557 PAGE 112

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of April, 1962, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Westmoreland County, personally appeared James J. Gallagher, President of ADMIRAL HOMES ACCEPTANCE CORPORATION, and he acknowledged the aforegoing Declaration to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

James G. Lyons
JAMES G. LYONS, Notary Public

My Commission expires: Notary Public, West Newton Boro, Westmoreland Co., MY COMMISSION EXPIRES OCTOBER 17, 1964

J.C.A

Rec'd for record April 18, 1962 at 2:26 A.M.
Mailed to Constable, Alexander, & Danaker

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LIBER 144 PAGE 101

No. 14978 Equity

CLAIM OF ADMIRAL HOMES ACCEPTANCE CORPORATION
WEST NEWTON, PENNSYLVANIA

April 10, 1962

Wm. Pepper Constable, Esq.
CONSTABLE, ALEXANDER & DANEKER
Attorneys-at-Law
1000 Maryland Trust Building
Baltimore 2, Maryland

RE: AHAC #2883
BRAXTON, John T. & Ethelrine, et ux
Lots #31 and #32 Old Annapolis Road
5 Scott Avenue, Glen Burnie, Anne Arundel Co.,
State of Maryland

Dear Mr. Constable:

This is to certify that a certain Deed of Trust dated April 22, 1960 from John T. Braxton and Ethelrine Braxton, his wife, to Admiral Homes Acceptance Corporation and recorded on May 5, 1960 in Liber GTC, No. 1389, Folio 18 one of the Record Land Books of Anne Arundel County, is now in default as follows:

Principal	$12,094.00
Interest to April 10, 1962	1,064.29
Insurance Premium	162.00
TOTAL AMOUNT DUE	$13,320.29

I, Camille A. Picciano, Treasurer, do hereby swear that the above is a true and correct statement of indebtedness due to Admiral Homes Acceptance Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand the day and year above written.

ATTEST:

James J. Gallagher
James J. Gallagher, President

ADMIRAL HOMES ACCEPTANCE CORPORATION

Camille A. Picciano
Camille A. Picciano, Treasurer

Subscribed and sworn to me, before me, this 10th day of April, 1962.

James G. Lyons
JAMES G. LYONS, Notary Public

Notary Public, West Newton Boro, Westmoreland Co.,
MY COMMISSION EXPIRES OCTOBER 17, 1964

My Commission expires:

FILED
1962 MAY -2 AM 10:33

Exhibit No. 4

13

IN THE MATTER OF THE	LIBER 144 PAGE 102	IN THE
DEED OF TRUST	*	CIRCUIT COURT
from	*	FOR
JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife	*	ANNE ARUNDEL COUNTY
to	*	In Equity No. 14978
WM. PEPPER CONSTABLE, Substituted Trustee	*	

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Wm. Pepper Constable, Substituted Trustee in the above entitled case, respectfully represents unto your Honor:

1. That your Petitioner filed as an exhibit in the above entitled case, the original note from John T. Braxton and Ethelrine Braxton, his wife, to Admiral Homes Acceptance Corporation, dated April 22, 1960, and your Petitioner would like to withdraw said original note from the file of the Court, and file in its place a photostatic copy thereof.

AND as in duty bound, etc.

John G. Rouse, Jr.
Attorney for Petitioner

ORDER

UPON consideration of the above Petition, it is this 3rd day of May, 1962, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

ORDERED that Wm. Pepper Constable, Substituted Trustee, be permitted to withdraw from the file of this honorable Court the original note from John T. Braxton and Ethelrine Braxton, his wife, to Admiral Homes Acceptance Corporation, dated April 22, 1960, filed as an exhibit in the above entitled case, provided a photostatic copy of such instrument is filed with the Clerk of the Circuit Court for Anne Arundel County in lieu thereof.

FILED
1962 MAY -3 PM 12:05

O. Bowie Duckett
Judge

1962 MAY -2 PM 12:03

IN THE MATTER OF THE DEED OF TRUST from JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife to WM. PEPPER CONSTABLE, Substituted Trustee 1000 Maryland Trust Building Baltimore 2, Maryland

LIBER 144 PAGE 103

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In Equity No. 14,978

* * * * * * * * * * *

MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared CAMILLE A. PICCIANO, Treasurer of ADMIRAL HOMES ACCEPTANCE CORPORATION, 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.

Camille A. Picciano

Camille A. Picciano,
Affiant

SUBSCRIBED and SWORN to before me this 11th day of May, 1962.

James G. Lyons

JAMES G. LYONS, Notary Public

Notary Public, West Newton Boro, Westmoreland Co.,
MY COMMISSION EXPIRES OCTOBER 17, 1964

FILED

1962 MAY 31 PM 3:30

14.

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

No. 14,978 Equity

LIBER 144 PAGE 104

LIBER 11 PAGE 346

KNOW ALL MEN BY THESE PRESENTS, That we, William Pepper Constable, 1000 Maryland Trust Building, Baltimore 2, Maryland, as Principal and Standard Accident Insurance Company, a corporation of the State of Michigan, Detroit, Michigan, authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fourteen Thousand and 00/100 ($14,000.00) Dollars to be paid to the said State or to its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of May, 1962.

WHEREAS, the above bounden William Pepper Constable, Substituted Trustee, by virtue of the power contained in Deed of Trust from John T. Braxton and Ethelrine Braxton, his wife, to Benjamin Swogell bearing date of April 22, 1960 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1389, Folio 18 and William Pepper Constable is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden William Pepper Constable has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-fact, the day and year herein above mentioned.

WITNESS:

Jane C. Renard

William Pepper Constable (SEAL)
William Pepper Constable

Sue E. Bracy
Sue E. Bracy

STANDARD ACCIDENT INSURANCE COMPANY
910 Kayser Building, Baltimore, Maryland

By: T. N. Fercot, Attorney-in-fact.

Bond approved this 31st day of May, 1962

George T. Cromwell, Clerk
per cj

FILED

1962 MAY 31 PM 3:30

15 Form B-88 Ed. Jan. 1934

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 105

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1962

We hereby certify, that the annexed

Trustee's Sale

Josias T. Baxton,

14,978 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of June, 1962. The first insertion being made the 10th day of May, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1962 MAY 31 PM 4:36

16.

John G. Rouse, Jr., Solicitor
18 West Street
Annapolis, Mary

Trustee's Sale

— of —

VALUABLE FEE SIMPLE RESIDENCE PROPERTY

LOTS NOS. 31 AND 32 LOCATED AT 5 SCOTT AVENUE NEAR OLD ANNAPOLIS ROAD, GLEN BURNIE, MARYLAND

By virtue of the power and authority contained in a certain Deed of Trust from John T. Braxton and Ethelrine Braxton, his wife, to Benjamin Swogell, Trustee, dated April 22, 1960, and recorded on May 5, 1960, among the Land Records of Anne Arundel County in Liber G.T.C. No. 1389, Folio 18, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 2, 1962

AT 11:00 A.M. EDT

ALL those lots or parcels of ground situate in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same and being lots Nos. 31 and 32 as shown on a certain plat entitled "Subdivision of Lots 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, Maryland, for Foxwell and Foxwell, Inc. dated October 11th, 1948, and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 3, Rod F-6, Plat No. 6.

BEING the same two lots of ground which by deed dated December 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1260, page 233 was granted and conveyed by Foxwell and Foxwell, Inc. to John T. Braxton and Ethelrine Braxton.

The improvements consist of a 24'x51'-4" one-story brick front and bevel siding dwelling with a 2'8"x20'8" bay window; containing three bedrooms, living room, dining area, modern ktchen and bath, and gas forced air heat; municipal sewer and water services; situate approximately 200 feet South of State Route No. 648 on Scott Avenue near Marley Junior High School.

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

TERMS OF SALE: Cash. A deposit of $1,000.00 will be required by the purchaser of purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE,
Substituted Trustee
1000 Maryland Trust Building
Baltimore 2, Maryland

M-31

GEORGE W. SCIBLE, Auctioneer.

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
from	*	FOR
JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife	*	ANNE ARUNDEL COUNTY
to	*	In Equity No. 14,978
WM. PEPPER CONSTABLE, Substituted Trustee	*	

LIBER 144 PAGE 107

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Wm. Pepper Constable, Substituted Trustee, in pursuance of the special power and authority vested in him as Substituted Trustee in and by a certain Deed of Trust from John T. Braxton and Ethelrine Braxton, his wife, to Benjamin Swogell, Trustee, dated April 22, 1960 and recorded on May 5, 1960 among the Land Records of Anne Arundel County in Book 1389, Page 18, Wm. Pepper Constable being the Substituted Trustee; the original of said Deed of Trust and Declaration of Substitution of Trustee being duly filed in the above entitled cause, respectfully shows:

That after default had occurred under said Deed of Trust, and after having docketed the above entitled case and filed the said Deed of Trust, and after giving bond with security for the faithful performance of his duty as Substituted Trustee, which bond was duly approved, and after having complied with all the other prerequisites as required by law and the said Deed of Trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, a weekly newspaper published and printed in Anne Arundel County, in the State of Maryland, for twenty (20) days preceding the day of sale, he, the said Substituted Trustee, did, pursuant to said Notice, on the 2nd day of June, 1962, at 11 A.M., attend on the premises at or near Glen Burnie, Maryland, and then and there proceeded to sell said property in the manner following: that is to say; he, the Substituted Trustee, offered at public auction to the highest

JUN 11 PM 2:25

17

bidder, the property mentioned in said Deed of Trust, situate in the Third Election District of Anne Arundel County, Maryland, at 5 Scott Avenue, near Old Annapolis Road, in Glen Burnie, Maryland, and he, the said Substituted Trustee, sold the said property to ADMIRAL HOMES ACCEPTANCE CORPORATION for the sum of $ 9,000.00, upon the terms and conditions set forth in said advertisement, and announced by the auctioneer at said sale; at which time the said ADMIRAL HOMES ACCEPTANCE CORPORATION paid to him, the said Substituted Trustee, the sum of $ 1,000.00; the said ADMIRAL HOMES ACCEPTANCE CORPORATION being at that sum the highest bidder therefor; a copy of which advertisement containing the terms and conditions of sale, and a description of said property is attached hereto as a part hereof; and the terms of said sale being contained in a contract by him, the said Substituted Trustee, and the said ADMIRAL HOMES ACCEPTANCE CORPORATION, an original of which is filed herewith and prayed to be taken as part hereof, marked "Substituted Trustee's Exhibit, Contract of Sale between Wm. Pepper Constable, Substituted Trustee, Vendor, and ADMIRAL HOMES ACCEPTANCE CORPORATION, purchaser, Vendee."

John G. Rouse, Jr.,
Attorney for Substituted Trustee

Wm. Pepper Constable,
Substituted Trustee

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 7th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in a nd for Baltimore County, personally appeared WM. PEPPER CONSTABLE, the Substituted Trustee named in the above Report of Sale. and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true as therein stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Jane C. Rouse
Notary Public

My Commission expires:
5/6/63

18

IN THE MATTER OF THE LIBER 144 PAGE 109		IN THE
DEED OF TRUST	*	CIRCUIT COURT
From	*	FOR
JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife	*	ANNE ARUNDEL COUNTY
To	*	In Equity No. 14,978
WM. PEPPER CONSTABLE, Substituted Trustee	*	

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

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of June, 1962, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Westmoreland County, aforesaid, personally appeared JAMES J. GALLAGHER, President of ADMIRAL HOMES ACCEPTANCE CORPORATION, the purchaser at the foreclosure sale in this cause, and made oath in due form of law that Admiral Homes Acceptance Corporation is the purchaser and purchased the same as principal and not as agent for anyone, and that neither he nor Admiral Homes Acceptance Corporation have directly or indirectly discouraged anyone from bidding for the said Lots No. 31 and 32 at 5 Scott Avenue, near Old Annapolis Road, Glen Burnie, Maryland mentioned in the said Report of Sale.

AS WITNESS my hand and Notarial Seal.

James C. Lyons

JAMES C. LYONS, Notary Public

My Commission expires

Notary Public [illegible] Westmoreland Co., MY COMMISSION EXPIRES OCTOBER 27, 1964

ADMIRAL HOMES ACCEPTANCE CORPORATION

By: James J. Gallagher
James J. Gallagher, President
Purchaser

FILED

1962 JUN 11 PM 2:26

19

John G. Rouse, Jr., Solicitor
18 West Street
Annapolis, Maryland

Trustee's Sale

— of —

VALUABLE FEE SIMPLE RESIDENCE PROPERTY

LOTS NOS. 31 AND 32 LOCATED AT 5 SCOTT AVENUE NEAR OLD ANNAPOLIS ROAD, GLEN BURNIE, MARYLAND

By virtue of the power and authority contained in a certain Deed of Trust from John T. Braxton and Ethelrine Braxton, his wife, to Benjamin Swogell, Trustee, dated April 22, 1960, and recorded on May 5, 1960, among the Land Records of Anne Arundel County in Liber G.T.C. No. 1389, Folio 18, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 2, 1962

AT 11:00 A.M. EDT

ALL those lots or parcels of ground situate in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same and being lots Nos. 31 and 32 as shown on a certain plat entitled "Subdivision of Lots 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, Maryland, for Foxwell and Foxwell, Inc. dated October 11th, 1948, and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 3, Rod F-6, Plat No. 6.

BEING the same two lots of ground which by deed dated December 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1260, page 233 was granted and conveyed by Foxwell and Foxwell, Inc. to John T. Braxton and Ethelrine Braxton.

The improvements consist of a 24'x51'-4" one-story brick front and bevel siding dwelling with a 2'8"x20'8" bay window; containing three bedrooms, living room, dining area, modern ktchen and bath, and gas forced air heat; municipal sewer and water services; situate approximately 200 feet South of State Route No. 648 on Scott Avenue near Marley Junior High School.

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

TERMS OF SALE: Cash. A deposit of $1,000.00 will be required by the purchaser of purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE,
Substituted Trustee
1000 Maryland Trust Building
Baltimore 2, Maryland

M-31

GEORGE W. SCIBLE, Auctioneer

LIBER 144 PAGE 111

"SUBSTITUTED TRUSTEE'S EXHIBIT, CONTRACT OF SALE BETWEEN WM. PEPPER CONSTABLE, SUBSTITUTED TRUSTEE, VENDOR, AND ADMIRAL HOMES ACCEPTANCE CORPORATION, PURCHASER, VENDEE"

RECEIVED this 2nd day of June, 1962 of Admiral Homes Acceptance Corporation, the sum of One Thousand Dollars ($1,000.00) on account of the Purchase Money of the real estate described in the annexed Notice of Sale, this day to Admiral Homes Acceptance Corporation sold, at the Public Auction on the premises in said Notice mentioned, at and for the sum of Nine Thousand - - - - - - - - - - - - - - - - Dollars ($ 9,000.00).

Wm. Pepper Constable
Wm. Pepper Constable
Substituted Trustee

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

I HEREBY AGREE that on this 2nd day of June, 1962, I have purchased from Wm. Pepper Constable, Substituted Trustee, at the public auction on the premises mentioned in the annexed Notice of Sale, the real estate described in said Notice, at and for the sum of Nine Thousand - - - - - - - - - - - - - - - - - - Dollars ($9,000.00); and having paid the sum of One Thousand Dollars ($1,000.00) on account of the aforesaid Purchase Money of said property, so as aforesaid by me purchased, I hereby covenant and agree to pay the remainder of said Purchase Money as follows: Balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement; and in all things to comply with the terms of sale of said Notice set forth.

AS WITNESS my hand and seal.

WITNESS:

Camille A. Picciano
Camille A. Picciano, Ass't. Sec.

ADMIRAL HOMES ACCEPTANCE CORPORATION

By: James J. Gallagher
James J. Gallagher, President

1962 JUN 11 PM 2:25

John G. Rouse, Jr., Solicitor
18 West Street
Annapolis, Maryland

Trustee's Sale

— of —

VALUABLE FEE SIMPLE RESIDENCE PROPERTY

LOTS NOS. 31 AND 32 LOCATED AT 5 SCOTT AVENUE NEAR OLD ANNAPOLIS ROAD, GLEN BURNIE, MARYLAND

By virtue of the power and authority contained in a certain Deed of Trust from John T. Braxton and Ethelrine Braxton, his wife, to Benjamin Swogell, Trustee, dated April 22, 1960, and recorded on May 5, 1960, among the Land Records of Anne Arundel County in Liber G.T.C. No. 1389, Folio 18, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 2, 1962

AT 11:00 A.M. EDT

ALL those lots or parcels of ground situate in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same and being lots Nos. 31 and 32 as shown on a certain plat entitled "Subdivision of Lots 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, Maryland, for Foxwell and Foxwell, Inc. dated October 11th, 1948, and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 3, Rod F-6, Plat No. 6.

BEING the same two lots of ground which by deed dated December 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1260, page 233 was granted and conveyed by Foxwell and Foxwell, Inc. to John T. Braxton and Ethelrine Braxton.

The improvements consist of a 24'x51'-4" one-story brick front and bevel siding dwelling with a 2'8"x20'8" bay window; containing three bedrooms, living room, dining area, modern ktchen and bath, and gas forced air heat; municipal sewer and water services; situate approximately 200 feet South of State Route No. 648 on Scott Avenue near Marley Junior High School.

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

TERMS OF SALE: Cash. A deposit of $1,000.00 will be required by the purchaser of purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE,
Substituted Trustee
1000 Maryland Trust Building
Baltimore 2, Maryland

M-31

GEORGE W. SCIBLE, Auctioneer

ORDER NISI

LIBER 144 PAGE 113

IN THE MATTER OF THE DEED OF TRUST
FROM JOHN T. BRAXTON and
ETHELRINE BRAXTON, his wife
to
WM. PEPPER CONSTABLE, Substituted
Trustee

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,978 Equity

Ordered, this 11th day of June, 19 62, That the sale of the property in these proceedings mentioned made and reported by Wm. Pepper Constable, Substituted Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $ 9,000.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Wohn G. Rouse, Jr., Atty.
(Final Order)

Maryland Gazette (for June 14 edition)

IN THE MATTER OF THE DEED OF TRUST
FROM JOHN T. BRAXTON and
ETHELRINE BRAXTON, his wife
to
WM. PEPPER CONSTABLE, Substitited
Trustee

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 1962 that the sale made and reported by the Substituted 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 Substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Brian Duckett
JUDGE.

FILED
1962 JUL 18 AM 10:36

21.

LIBER 1444 PAGE 117

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,978 Equity

In the Matter of the Deed of Trust from JOHN T. BRAXTON and ETHELRINE BRAXTON, his wife to William Pepper Constable, Substituted Trustee.

Ordered, this 11th day of June, 1962, That the sale of the property in these proceedings mentioned made and reported by Wm. Pepper Constable, Substituted Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sale was $9,000.00.

GEORGE T. CROMWELL Clerk

True copy, TEST:

GEORGE T. CROMWELL Clerk

Ju-5

FILED
1962 JUL 12 PM 11:33

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,978

John T. Braxton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of July, 1962. The first insertion being made the 14th day of June, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 27924

2 v

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM JOHN T. BRAXTON, AND ETHEIRINE BRAXTON, his wife, TO WILLIAM PEPPER CONSTABLE, SUBSTITUTED TRUSTEE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,978 Equity

1963 JAN 15 PM 2:44 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.

January 15, 1963

Charles A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this ..... day of ....., 19....., 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

23

Dr. Mortgaged Real Estate of John T. Braxton & Ethelrine Braxton, his wife

In Acct. with William Pepper Constable, Substituted Trustee

				Cr.
By	Amount of Sale, as per Substituted Trustee's Report of sale filed	9,000 00		
By	Interest, 6%, on deferred payment, $8,000.00 from 6/2/62 to 7/18/62	60 00		
			9,060	00
To	Substituted Trustee for commission, viz.	300 00		
			300	00
To	Substituted Trustee for court costs, viz.			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	41 50		
	Auditor, this account	30 00		
			81	50
To	Substituted Trustee, for disbursements, viz.			
	Capital-Gazette Press, Inc. Advertisement & Nisi - Sale	130 52		
	Speer Publications, Inc. - handbills	14 95		
	Standard Acc. Ind. Co.- bond	56 00		
	George W. Scible - Auctioneer's fee	35 00		
	1961 Real Estate Taxes	11 46		
	Adjustment, 1962 Real Estate Taxes			
	Land, 1/1/62 to 7/18/62	5 71		
	Improvements 7/1/62 to 7/18/62	11 62		
			265	26
To	Admiral Homes Acceptance Corporation			

		Mortgagee, on account of Mortgage			
		claim			8,413 24
					9,060 00
		Balance due on Mortgage, as per claim			
		filed	13,320 29		
		Interest, 6%, on principal balance,			
		$12,256.00 from 4/10/62 to 12/30/62	469 80		
			13,790 09		
		Credit amount allowed above	8,413 24		
		This amount subject to decree in			
		personam	5,376 85		

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
James E. Linton and	*	ANNE ARUNDEL COUNTY
Virginia L. Linton, his wife	*	Equity No. 15,201

* * * * * * *

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 25 AM 9:20

No. 15,201 Equity

THIS MORTGAGE, Made this 24th day of May - - - - - -, in the year one thousand nine hundred and sixty - - - between JAMES E. LINTON and VIRGINIA L.

NO STAMPS REQUIRED

LINTON, 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 Eight Thousand Four Hundred ($8,400.00) - 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 Sixty and no/100 ($60.00) dollars - - - - - - - - commencing on the First - - - day of June - - ,1960 , and on the First - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - lot of ground situate and lying in the Third Election District, Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. Ten (10), Block 'C', as shown on the Second Revised Plat of Bodkin Plains, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 12.

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 the Arundel Federal Savings and Loan Association of Baltimore City to the said mortgagors.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

1962 SEP 25 AM 9:20

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.

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 Sixteen ($16.00) dollars - - - - - - - - - - - - - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (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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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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:

H. Allen Mezger

James E Linton (SEAL)
James E. Linton

Virginia L. Linton (SEAL)
Virginia L. Linton

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of May - - - , 1960 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Linton and Virginia L. Linton, 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.

1100

H. Allen Mezger
Notary Public

My Commission expires May 1st, 1961 .

Rec'd for record 26 May 1960 at 9:54 A.M.
Mailed to Mezger & Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

5

LIBER 144 PAGE 123

H. Allen Mezger, Attorney named in Mortgage

VS

James E. Linton
and
Virginia L. Linton, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,201

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$8,400.00
Less - Total amount paid on account of Principal	$151.73	
Plus- Debit ~~Credit~~ Expense Account	5.68	146.05
Net Balance	$146.05	$8,253.95
Plus accumulated interest to October 31,1962 (with interest thereafter at rate of 6% per annum)		82.69
Total Amount of Mortgage Indebtedness		$8,336.64

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 - - 24th -day of September, 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 Batlimore City, the ~~Mortgagee~~ in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Florence E. Hill

Florence E. Hill - Notary Public

My Commission Expires: May 6th, 1963 .

FLORENCE E. HILL NOTARY PUBLIC BALTIMORE, MD.

1962 SEP 25 AM 9:10

6

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

LIBER 144 PAGE 124

H. Allen Mezger, Attorney

named in Mortgage

vs.

James E. Linton and

Virginia L. Linton, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 15201

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of 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 - 6th - - day of November - 19 62

Joseph J. Blimline, Jr.

Notary Public

Joseph J. Blimline, Jr.

My commission expires May 6th, 1963

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED

1962 NOV -7 AM 9:20

7

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 11 PAGE 481

No. 15,201 County

Know all Men by these Presents: LIBER 144 PAGE 125

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Five Hundred and No/100 ($8,500.00)- - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 5th *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* James E. Linton and Virginia L. Linton, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated May 24, 1960 *and recorded in Liber* GTC *No.* 1393 *folio* 529 *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

H. Allen Mezger [SEAL]

[SEAL]

Joyce W. Waltemeyer
Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

By John F. Kennedy Jr.
John F. Kennedy, Jr., Attorney-in-Fact

ATTEST:

Barbara Berberich
Barbara Berberich

Bond approved this 1st day of November 1962

Louis N. Phipps Clerk

1962 NOV -7 PM 2:21

8

MEZGER & MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Attorney's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A Frame dwelling, composition roof, containing six rooms and bath with carport attached, hot-air oil heat, situate Dunn Road, Lot No. Ten (10), Block "C", Second Revised Plat of Bodkin Plains, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated May 24th, 1960, from James E. Linton and Virginia L. Linton, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1393 folio 529, the undersigned as Assignee, will offer for sale at public auction on the premises on;

Friday, Nov. 9, 1962
At 2 P.M.

the following described property:

BEING known and designated as Lot. No. Ten (10), Block "C", as shown on the Second Revised Plat of Bodkin Plains, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 12.

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

N-8

No. M. G. 25497

15,201

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 126

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed

Attorney's Mortgage Sale

James E. Linton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of November, 1962. The first insertion being made the 12th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 NOV -9 PM 4:20

By H. Tilghman

9

H. Allen Mezger, Attorney

named in Mortgage

vs.

James E. Linton and

Virginia L. Linton, his wife

* * * * * * * * * *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 15201

LIBER 144 PAGE 127

CERTIFICATION

WE HEREBY CERTIFY, that on the - 9th - day of November - - - - , 1962, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City, - the property described as follows:

BEING known and designated as Lot. No. Ten (10), Block "C", as shown on the Second Revised Plat of Bodkin Plains, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 12.

at and for the price of Five Thousand ($5,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr.

John M. Miller, Jr. - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of Five Thousand ($5,000.00) Dollars.

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Henry C. Bourke, Jr.

Henry C. Bourke, Jr. - Treasurer

STATE OF MARYLAND, COUNTY OF BALTIMORE - - - - - - - - , to wit:

I HEREBY CERTIFY, That on this - 9th - day of November - - - - , 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 Henry C. Bourke, Jr., the Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr. - Notary Public

My Commission Expires: May 6th, 1963.

1962 NOV 14 PM 12:33

16

H. Allen Mezger, Attorney named in Mortgage	LIBER 144 PAGE 128 *	IN THE CIRCUIT COURT
VS	*	FOR
James E. Linton and	*	ANNE ARUNDEL COUNTY
Virginia L. Linton, his wife	*	Equity No. -15201-

* * * * * * *

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 James E. Linton and Virginia L. Linton, 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, November 9th, 1962, at 2:00 o'clock p.m. attend on the premises, and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, State of Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Arundel Federal Savings and Loan Association of Baltimore City, the sum of Five Thousand ($5,000.00) Dollars, a deposit of Five Hundred ($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 (SEAL)

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1962 NOV 14 AM 10:33

1P

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit: LIBER 144 PAGE 129

I HEREBY CERTIFY, That on this - 9th - day of November, 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.

12

ORDER NISI

H.ALLEN MEZGER, Attorney named in Mortgage

versus

JAMES E. LINTON and VIRGINIA L. LINTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,201 Equity

LIBER 144 PAGE 130

Ordered, this 14th day of November, 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 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

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

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

H.Allen Mezger, Atty.

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JAMES E. LINTON and VIRGINIA L. LINTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of December, 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 DEC 26 AM 11:11

13

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 131

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,201 EQUITY
H. ALLEN MEZGER, Attorney named in Mortgage versus JAMES E. LINTON and VIRGINIA L. LINTON, his wife

Ordered, this 14th day of November, 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 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

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

LOUIS N. PHIPPS, Clerk.

True Copy.

TEST: LOUIS N. PHIPPS
Clerk

D-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1962

We hereby certify, that the annexed Order Nisi Sale Eq. 15,201 James E. Linton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of December, 1962. The first insertion being made the 19th day of November, 1962.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1962 DEC 17 PM 4:31

No. M. G. 34050

By H. Tilghman

14

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

JAMES E. LINTON and
VIRGINIA L. LINTON, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,201 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.

1963 JAN -9 PM 10:48 FILED

All of which is respectfully submitted.

January 9, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of January, 1963, 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
1963 JAN 25 PM 3:46

15

16

Dr. Mortgaged Real Estate of James E. Linton & Virginia L. Linton, 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	5,000 00			
By	Interest, 6%, on deferred payment, $4,500.00, from 11/9/62 to 12/27/62	36 00			
By	Adjustment, 1962 Real Estate Taxes 11/9/62 to 12/31/62	24 52			
				5,060	52
To	Attorney, for fee, viz.	100 00			
To	Attorney, for commission, viz.	180 00			
				280	00
To	Attorney, for court costs, viz.				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, court costs	28 00			
	Auditor, this account	22 50			
				60	50
To	Attorney, for disbursements, viz.				
	Capital-Gazette Press, Inc.				
	Advertisement & Nisi- Sale	67 52			
	Maryland Casualty Company - bond	34 00			
	E. T. Newell & Company, Inc.				
	Auctioneer's fee 50.00				
	Advertising - Sun 17.65	67 65			
				169	17
To	Arundel Federal Savings & Loan Association, Mortgagee, on account				

		of Mortgage claim			4,550	85
					5,060	52
		Balance due on Mortgage as per claim filed	8,336	64		
		Interest, 6%, on principal balance, $8,253.95, from 11/1/62 to 1/23/63	114	18		
			8,450	82		
		Credit amount allowed above	4,550	85		
		This amount subject to decree in personam	3,899	97		

LIBER 144 PAGE 135

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
STANLEY MARVIN ROSENGARTEN and DOROTHY E. ROSENGARTEN, his wife 118 Main Avenue Glen Burnie, Maryland	*	IN EQUITY No. 15,135

* * * * * * * * * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

V. Charles Rinaudo

V. Charles Rinaudo, Attorney

FILED

1962 AUG -8 AM 11:13

"PETITIONER'S EXHIBIT NUMBER 1"

LIBER 997 PAGE 71

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694-(a)). Acceptable to RFC Mortgage Co.

MARYLAND

LIBER 144 PAGE 136

No. 15,135 Equity

MORTGAGE

THIS MORTGAGE, made this 20th day of January, A. D. 1956, by and between STANLEY MARVIN ROSENGARTEN and DOROTHY E. ROSENGARTEN, his wife,

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

a corporation organized and existing under the laws of the United States 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 Ten Thousand Nine Hundred - - - - - - - - - - - - - - - - - - - Dollars ($10,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-five Dollars and Twenty-four Cents - - - - - - - Dollars ($ 55.24), commencing on the first day of February, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 86. 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 deisgnated as Lot No. 32 as shown on the Plat of Groh Subdivision, Re-Subdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Bartwell, Jr., Registered Surveyor, dated February 24, 1955, and recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 6. Improvements known as No. 118 Main Avenue.

BEING the same lot of ground in an Assignment from Fifty-Six Corporation to Stanley Marvin Rosengarten and wife bearing even date herewith and recorded among the Land Records of Anne Arundel County prior hereto.

June 21, 1962

For Value Received Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS: Carolyn M. Bindeman

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 AUG -8 PM 12:37
& RECORDED IN LIBER 8 NO. 997 FOLIO 75
REG. C. CROMWELL, CLERK

FILED
1962 AUG -8 AM 11:14

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

16—49690-6

LIBER 144 PAGE 137
LIBER 997 PAGE 72

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

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:

36" Welbilt Gas Range #5467

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 Ninety-six Dollars ($96.00) in equal semi-annual installments on the 20th day of June and December in each and every year.

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

16—49890-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16—49890-6

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

Regina Graham

Regina Graham

Stanley Marvin Rosengarten [SEAL]
Stanley Marvin Rosengarten

Dorothy E. Rosengarten [SEAL]
Dorothy E. Rosengarten

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 997 PAGE 75

I HEREBY CERTIFY, That on this 20th day of January, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Stanley Marvin Rosengarten and Dorothy E. Rosengarten, his wife, the above named Mortgagors, and they aeknowledged the foregoing mortgage to be their act.

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

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

Regina Graham
Regina Graham *Notary Public.*

REGINA GRAHAM NOTARY PUBLIC BALTIMORE MD

Rec'd for record Jan 26, 1956 at 1:00 P.M.
Mailed to Biggs & Kirk

STATE OF MARYLAND

Mortgage
ALSO INDEX IN CHATTELS

FROM

STANLEY MARVIN ROSENGARTEN and wife

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Jan. 26, 1956, at 1:00 o'clock P. M.
Same day recorded in Liber J.W.C. No. 997 Folio 71 &c., one of the Land Records of B.A. Co.
and examined per
GEORGE T. CROMWELL, Clerk
Cost of Record, $ 1.50

BIGGS & KIRK
2 W. PRESTON ST.
BALTIMORE 1, MD.

U. S. GOVERNMENT PRINTING OFFICE 10—49500-4

"PETITIONER'S EXHIBIT NUMBER 2" bjh/S

CERTIFICATE FOR E UNDER SOLDIERS' AND SAILORS CIVIL RELIEF ACT

TO ALL WHOM IT MAY CONCERN:

LAST NAME - FIRST NAME - MIDDLE NAME AND SERVICE NUMBER OR OTHER IDENTIFYING DATA

LIBER 144 PAGE 140

ROSENGARTEN, Stanley Marvin RA 20 360 340 (see reverse side)

CERTIFICATE A [X]	The above named individual is currently in the Military Service of the United States Army.

DATE AND PLACE OF ENTRY INTO SERVICE	GRADE ON ENTRY
24 May 1962 for three (3) years at Fort George G. Meade, Md.	Sfc
HOME ADDRESS AT TIME OF ENTRY	**CURRENT MONTHLY BASE PAY**
118 S. E. Main Ave., Glen Burnie, Md.	$ 350.00

CURRENT GRADE AND DUTY ASSIGNMENT

Sergeant First Class - U. S. Army Garrison, Fort George G. Meade, Maryland

CERTIFICATE B [ ]	The above named individual was in the Military Service of the United States Army.

PLACE OF ENTRY INTO SERVICE	DATES IN SERVICE	
	FROM	TO
GRADE ON ENTRY	LAST GRADE AND DUTY ASSIGNMENT	
HOW ENTERED SERVICE *(Induction, enlistment, etc.)*	HOME ADDRESS AT TIME OF ENTRY	
HOW RELEASED FROM SERVICE [ ] DISCHARGED [ ] DEATH [ ] OTHER *(Specify)*	PLACE OF SEPARATION	

CERTIFICATE C [ ]	The above named individual(s) is/are not currently in the Military Service of the United Statea Army.
CERTIFICATE D [ ]	The above named individual(s) has/have not been in the Military Service of the United States Army since 27 August 1940.
CERTIFICATE E [ ]	The above named individual(s) was/were not in the Military Service of the United States Army from to

REMARKS

CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT(S) SET FORTH IN *CERTIFICATE* A IS/ARE CORRECT CONCERNING THE MILITARY SERVICE OF THE ABOVE NAMED INDIVIDUAL(S) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 601, ACT OF CONGRESS APPROVED MARCH 8, 1918, AS EXTENDED AND AMENDED BY SECTION 4, ACT OF AUGUST 27, 1940 *(Public Resolution No. 96 - 76th Congress)*; AND SECTION 13, ACT OF SEPTEMBER 16, 1940 *(Public Law No. 783 - 76th Congress)*; OR SECTION 601, ACT OF OCTOBER 17, 1940 *(Public Law No. 861 - 76th Congress)*.

GIVEN AT [X] WASHINGTON, D.C., [ ] ST. LOUIS, MO., OFFICE OF THE ADJUTANT GENERAL, THIS 9th DAY OF July,

ONE THOUSAND NINE HUNDRED AND sixty-two.

W C Baltimore
ADJUTANT GENERAL

TO:

Mr. Richard D. Biggs
2 West Preston Street
Baltimore 1, Maryland

FILED
1962 AUG -8 AM 11:14

TAGO FORM 1 APR 61 183 REPLACES EDITION OF 1 OCT 60, WHICH IS OBSOLETE. GPO 910602

6

Prior Service

LIBER 144 PAGE 141

Date of Entry	Date of Separation
11 Nov 40 (NG)	2 Feb 41 (Inactive)
3 Feb 41 (NG)	9 Oct 45 (Active)
9 Oct 45 (USAR)	26 Mar 47 (Inactive)
27 Mar 47 RA	28 Mar 51
29 Mar 51 RA	20 Aug 53
21 Aug 53 RA	20 Aug 59
21 Aug 59 RA	23 May 62

V. CHARLES RINAUDO
ASSIGNEE
2 W. Preston Street
Baltimore 1, Maryland

VS.

STANLEY MARVIN ROSENGARTEN and
DOROTHY E. ROSENGARTEN, his wife
118 Main Avenue
Glen Burnie, Maryland

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,135

* * * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of July, 1962, beforeme, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of Law that Stanley Marvin Rosengarten, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Dorothy E. Rosengarten, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by The Adjutant General of the Army.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President, Affiant

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

Carolyn [illegible] Lindeman, Notary Public

FILED

1962 AUG -8 AM 11:14

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LIBER 144 PAGE 142

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
STANLEY MARVIN ROSENGARTEN and DOROTHY E. ROSENGARTEN, his wife 118 Main Avenue	*	IN EQUITY
	*	No. 15,135

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Stanley Marvin Rosengarten and Dorothy E. Rosengarten, his wife, to it dated the 20th day of January, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 997 folio 71

Original Amount of Loan dated 1/20/56	$10,900.00	
Paid on Account of Principal	1,182.07	
Balance Due		$ 9,717.93
Property Expense balance, debit		136.90
		9,854.83
Interest from January 1, 1962 through June 15, 1962		200.42
		$10,055.25

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 25th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, County of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman, Notary Public

FILED

1962 AUG -8 AM 11:14

8

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND No. 15,135 Equity

LIBER 144 PAGE 143

LIBER 11 PAGE 401

V. Charles Rinaudo

versus

Stanley Marvin Rosengarten and
Dorothy E. Rosengarten, His Wife

BOND OF ~~TRUSTEE TO SELL~~ ASSIGNEE

KNOW ALL MEN BY THESE PRESENTS: That we, V. Charles Rinaudo
2 W. Preston Street
Baltimore, Maryland

as Principal and,

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand One Hundred and 00/100---------- Dollars ($ 10,100.00) 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 6th **day of** August **in the year of our Lord one thousand, nine hundred and** Sixty-Two

WHEREAS THE ABOVE BOUNDEN V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court Assignee **of** Anne Arundel County **has been appointed** ~~trustee~~ **to sell** Property located at 118 Main Avenue, Glen Burnie, Maryland **mentioned in the proceedings in the case of**

V. Charles Rinaudo

versus

Stanley Marvin Rosengarten and Dorothy E. Rosengarten, His Wife

now pending in said Court.

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

V. Charles Rinaudo

do and shall well and faithfully perform the trust reposed in him **by said decree, or that may be reposed in** him **by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.**

Jacobson M. Bindeman ..... V Charles Rinaudo ..... **(SEAL)**
V. Charles Rinaudo

.... **(SEAL)**

.... **(SEAL)**

The Fidelity and Casualty Company of New York

Martha Cunningham
Martha Cunningham

By Earl W. Ussery
Earl W. Ussery, Attorney

Bond approved this 8th day of August, 1962

Elleanor T. Owings acting asst., Clerk

9

1962 AUG -8 PM 12:05

V. CHARLES RINAUDO
ASSIGNEE
2 W. Preston Street
Baltimore, Maryland

VS

STANLEY MARVIN ROSENGARTEN &
DOROTHY E. ROSENGARTEN, his wife
118 Main Avenue
Glen Burnie, Maryland

LIBER 144 PAGE 144

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY #15135

* *

PETITION FOR APPOINTMENT OF ATTORNEY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

1. That on the 20th day of January, 1956, the defendants executed and delivered to Loyola Federal Savings and Loan Association a mortgage upon certain leasehold property in Anne Arundel County known as 118 Main Avenue, Glen Burnie, Maryland, more particularly described in said mortgage, to secure the payment of the morggage debt of $10,900.00 and interest as therein mentioned, wherein said mortgagors assented to the sale of said mortgaged property under the Power of Attorney mentioned therein to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from original copy of said mortgage heretofore filed in this proceeding as "Petitioner's Exhibit No. 1".

2. That said mortgage is in default for the non-payment of principal, interest and property expenses, the said defendants having defaulted in making their monthly payments due under said mortgage from February, 1962 to July, 1962, a period of six months, representing a present total arrearage of $513.00.

3. That the said Defendants are the present record title owners of said property, having purchased said property by assignment dated January 20, 1956 from Fifty-Six Corporation, duly recorded among the Land Records of Anne Arundel County, for the purchase price of $10,900.00, which was financed by the above mentioned purchase money mortgage dated January 20, 1956 for $10,900.00, from the Defendants to the Loyola Federal Savings and Loan Association, and payment of which mortgage was guaranteed by the Vete-

1962 AUG 28 PM 2:03

ARTHUR A. ANDERSON, JR.
Attorney At Law
Annapolis, Maryland

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rans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to the said Stanley Marvin Rosengarten, one of the Defendants herein, as an eligible war veteran; and that the present unpaid indebtedness due on said mortgage is $10,110.91 and the said property although being occupied by one of the Defendants, Dorothy E. Rosengarten, wife of Stanley Marvin Rosengarten, the security of said mortgage is still in jeopardy because no payments have been made on account of said mortgage since February, 1962.

4. That in connection with said default, the Plaintiff has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty, issued by the Veterans Administration on said mortgage in connection with the claim procedure of the Veterans Administration and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans administration incident to their guaranty of said mortgage.

5. That the said Stanley Marvin Rosengarten, RA 20 360 340, with the rank of Sergeant First Class, is now stationed with U. S. Army Garrison, Fort George G. Meade, Maryland, and the said Stanley Marvin Rosengarten has been in the military service since November 11, 1940 and is currently in the military service under an enlistment which began May 24, 1962, and that the said Stanley Marvin Rosengarten was in the military service on January 20, 1956 the date on which he executed the aforementioned mortgage to the Plaintiff, and the said Stanley Marvin Rosengarten is not, therefore, entitled to the benefits of the Soldiers and Sailors Civil Relief Act so as to preclude passage of a decree for the sale of said property in accordance with the terms of said mortgage. A certificate evidencing said facts for use under said Act, certified by The Adjutant General of the Army, has been filed in this proceeding as "Petitioner's Exhibit No. 2" and there has also been filed herein a Military Affidavit, as required under the aforesaid Act, setting forth the fact that the said Stanley Marvin Rosengarten is in the military service of the United States.

ARTHUR A. ANDERSON, JR.
Attorney At Law
Annapolis, Maryland

//

6. That an act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended, "U. S. Code, Title 50", requires consideration and authorization by this Honorable Court for passage of a decree for the sale of the aforesaid property in accordance with the terms of said mortgage.

WHEREFORE, your Petitioner prays that an Order be passed appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued and to grant such other or further orders or relief as this cause may require.

AND, AS IN DUTY BOUND, ETC.

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared V. Charles Rinaudo, Assignee, and made oath in due form of law that the matters and facts contained therein are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

CAROLYN M. BINDEMAN

ARTHUR A. ANDERSON, JR.
Attorney At Law
Annapolis, Maryland

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V. CHARLES RINAUDO
ASSIGNEE
2 W. Preston Street
Baltimore 1, Maryland

VS

STANLEY MARVIN ROSENGARTEN and
DOROTHY E. ROSENGARTEN, his wife
118 Main Avenue
Glen Burnie, Maryland

LIBER 144 PAGE 147

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY # 15,135

* *

ORDER

It is this 29th day of August, 1962, by the Circuit Court for Anne Arundel County, in Equity;

ORDERED

That Arthur A. Anderson, Jr. be and he is hereby appointed as Attorney to represent the Defendants herein, and it is further Ordered that the foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 26th day of September, 1962, provided a copy of this Petition and Order be served on the Defendants or on Arthur A. Anderson, Jr., Attorney for the Defendants, on or before the 12th day of September, 1962.

O. Bowie Duckett
JUDGE

Service of copy admitted 8/29/62
A Anderson

ARTHUR A. ANDERSON, JR.
Attorney At Law
Annapolis, Maryland

FILED

1962 AUG 29 AM 11:20

13

IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
STANLEY MARVIN ROSENGARTEN	*	FOR
AND DOROTHY E. ROSENGARTEN,	*	ANNE ARUNDEL COUNTY
HIS WIFE	*	EQUITY #15,135

* *

ANSWER TO PETITION AND SHOW CAUSE ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Arthur A. Anderson, Jr., court appointed counsel for Stanley Marvin Rosengarten and Dorothy E. Rosengarten, his wife, to the Petition heretofore filed in these proceedings and to the show cause order passed on said Petition on the 29th day of August 1962, respectfully represents unto your Honors:

1. That by order of this Honorable Court dated the 29th day of August 1962, Arthur A. Anderson, Jr., was appointed counsel for the Defendants herein under the applicable provisions of the statutes of the State of Maryland and of the Act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended, U. S. Code Title 50".

2. That after being served with a copy of said Petition and Order of Court above mentioned, the said Arthur A. Anderson, Jr., court appointed counsel, wrote to the said Defendants on September 12, 1962 as per carbon copy of said letter attached hereto and prayed to be taken as part hereof and marked "Defendant's Exhibit A"; that said counsel received a post office return receipt for said letter signed for on behalf of Mrs. Stanley M. Rosengarten by H. Burman, 4116 Townsend Avenue, on September 14, 1962; said return receipt hereunto attached and prayed to be taken as a part hereof and marked "Defendants Exhibit B".

3. That in response to said letter, Dorothy E. Rosengarten, the wife of the serviceman defendant, thoroughly discussed the matter with said court appointed counsel and she has now written to said counsel as per the letter attached hereto and prayed to be taken as a part hereof and marked "Defendant's Exhibit C".

ARTHUR A. ANDERSON, JR.
Attorney At Law
Annapolis, Maryland

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1962 OCT -5 AM 11:42

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4. That the provisions of the applicable Maryland statutes and of U. S. Code, Title 50, have been complied with and there appears to be no reason why the proceedings heretofore instituted by the Plaintiff should not be continued.

AND AS IN DUTY BOUND, ETC.

Arthur A. Anderson, Jr.
Court appointed counsel for
Defendants
200 Duke of Gloucester Street
Annapolis, Maryland
Colonial 8-1729

I HEREBY CERTIFY that on this 4th day of October, 1962, I mailed a copy of this Answer to Petition and Show Cause Order to V. Charles Rinaudo, Esquire, 2 West Preston Street, Baltimore 1, Maryland, attorney for Plaintiff.

ARTHUR A. ANDERSON, JR.
Attorney At Law
Annapolis, Maryland

ARTHUR A. ANDERSON, JR.
ATTORNEY AT LAW
200 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND

COLONIAL 8-1729

September 12, 1962

Sgt. & Mrs. Stanley M. Rosengarten
118 Main Avenue
Glen Burnie, Maryland

Re: V. Charles Rinaudo, Assignee
Vs: Stanley Marvin Rosengarten &
Dorothy E. Rosengarten, his wife
Circuit Court for Anne Arundel
County, Equity #15,135

COPY

Dear Sgt. & Mrs. Rosengarten:

As you probably know, the Loyola Federal Savings and Loan Association has started foreclosure proceedings against the property 118 Main Avenue, Glen Burnie, Maryland because of your default in the payment on your mortgage dated January 20, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC #997 folio 71.

The statement of mortgage debt filed in the proceedings indicates that the principal balance plus interest through June 15, 1962 is $10,055.25.

The Circuit Court for Anne Arundel County, because of the fact that Sgt. Rosengarten is in the military service, has appointed me as Attorney to represent your interest in the matter.

If you are in a position to bring your mortgage payments up to date, I trust you will do so promptly.

If you wish to make a defense to the proceedings instituted against you, I request that you get in touch with me immediately upon receipt of this letter.

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1962 OCT -5 PM 1:15

✓ "Defendants Exhibit A"

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If I have not heard from you on or before September 30, 1962, I will advise the Court that you do not desire to defend the action.

Very truly yours,

Arthur A. Anderson, Jr.

AAAJr/mr

COPY

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LIBER 144 PAGE 152

4116 Townsend Avenue
Baltimore 25, Maryland

September 19, 1962

Mr. Arthur A. Anderson, Jr.
200 Duke of Gloucester Street
Annapolis, Maryland

Re: Foreclosure - 118 Maine Ave., Glenburnie, Md.

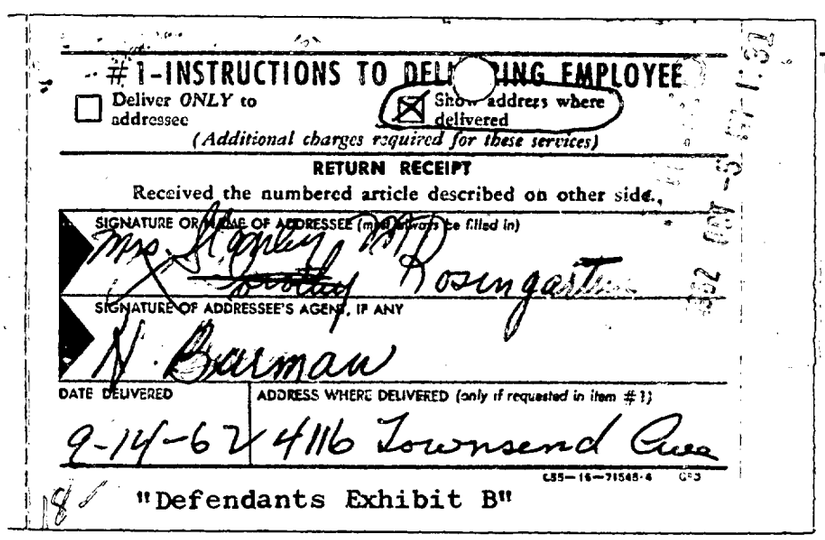
Dear Mr. Anderson:

In reply to your letter, my husband and I realize our indebtedness on the above property, and cannot possibly raise the monies to save same.

Yours very truly,

Mrs. Stanley M. Rosengarten

(Mrs. Stanley M. Rosengarten)



#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. Stanley M. Rosengarten

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

N. Barman

DATE DELIVERED: 9-14-62

ADDRESS WHERE DELIVERED *(only if requested in item #1)*: 4116 Townsend Ave

GPO 635-16-71548-4

"Defendants Exhibit B"

"Defendants Exhibit C"

FILED

1962 OCT -5 PM 1:16

IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
STANLEY MARVIN ROSENGARTEN	*	FOR
AND DOROTHY E. ROSENGARTEN,	*	ANNE ARUNDEL COUNTY
HIS WIFE	*	EQUITY #15,135

* *

ORDER OF COURT

The defendants, Stanley Marvin Rosengarten and Dorothy E. Rosengarten, his wife, having failed to show cause as required by the Order of this Court dated August 29, 1962, although it appears that a copy of the petition and Order was duly served on Arthur A. Anderson, Jr., attorney appointed by this Court to represent the said defendants, and the said attorney having filed his answer showing no reason why the proceedings should not be continued, although it appears that the said attorney notified the defendants by registered mail of the full particulars of these proceedings, and the proceedings having been submitted and the Court having read and considered the petition, affidavit, answer, and exhibits, it is this 9th day of October, in the year nineteen hundred sixty-two, by the Circuit Court for Anne Arundel County, in equity, ORDERED and DECREED, that the assignee of the petitioner, V. Charles Rinaudo, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause and the said assignee, V. Charles Rinaudo, be and he is hereby authorized to exercise the power of sale contained in the mortgage filed in these proceedings.

Approved:

Arthur A. Anderson Jr.
Attorney for Defendants

O. Bowie Duckett
JUDGE

1962 OCT 10 AM 10:05

20

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 City of Baltimore aforesaid, personally appeared R. F. Schultze, 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, Loyola Fed. S. & L. Assn.,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Fed. S. & L. (SEAL)
Purchaser for R. F. Schultze

JOHN E. MILLER, JR. NOTARY PUBLIC BALTIMORE, MD.

Notary Public

FILED
1962 NOV 20 AM 10:19

21

V. CHARLES RINAUDO
Assignee

vs.

STANLEY MARVIN ROSENGARTEN and
DOROTHY E. ROSENGARTEN, his wife
118 Main Avenue
Glen Burnie, Maryland

LIBER 144 PAGE 155

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

: : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Stanley Marvin Rosengarten and Dorothy E. Rosengarten, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber GTC No. 997 folio 71 , and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette , a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, November 19, 1962 at 1:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot No. 32 as shown on the Plat of Groh Subdivision, Re-Subdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Bartwell, Jr., Registered Surveyor, dated February 24, 1955 and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 5. Improvements known as No. 118 Main Avenue.

FILED

1962 NOV 20 AM 10:19

22

Ground Rent $ 96.00 Per Annum

Payable on the 20th days of April and October

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $ 9,400.00, it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman

Notary Public

Carolyn M. Bindeman

CAROLYN M. BINDEMAN NOTARY PUBLIC BALTIMORE COUNTY MD

23

ORDER NISI

V. CHARLES RINAUDO,
Assignee

versus

STANLEY MARVIN ROSENGARTEN and
DOROTHY E. ROSENGARTEN, his wife

LIBER 144 PAGE 157

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,135 Equity

Ordered, this 20th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of December 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 31st day of December next.

The report states that the amount of sale was $ 9,400.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

V. Charles Rinaudo, Atty.
(Final Order)

For the Maryland Gazette(Nov.29th Edition).

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1963 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1963 JAN -7 PM 2:53

24

V. CHARLES RINAUDO
Solicitor
2 W. Preston S
Baltimore 1, Maryland

Assignee's Sale

Of Valuable Leasehold Property Known as 118 Main Avenue

situate in the Third Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Stanley Marvin Rosengarten and Dorothy E. Rosengarten, his wife, dated January 20, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 997 folio 71, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Mon., Nov. 19, 1962 at 1:00 o'clock P.M.

the following property:

Being known and designated as Lot No. 32 as shown on the Plat of Groh Subdivision, Re-Subdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Bartwell, Jr., Registered Surveyor, dated February 24, 1955, and recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 6. Improvements known as No. 118 Main Avenue. 'Subject to an annual ground rent of Ninety-six Dollars ($96.00) payable in equal semi-annual installments on the 20th days of April and October, in each and every year."

The property is improved by a one story, frame dwelling containing six rooms and one bath with forced hot-air, gas fired heating system.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.'

For further particulars, apply to

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore 1, Maryland
E. T. NEWELL AND COMPANY
Auctioneer N-15

25 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 158

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed Assignee's Sale 15,135 Stanley Marvin Rosengarten

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 November, 1962. The first insertion being made the 25th day of October, 1962.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1962 NOV 28 PM 12:28

By H. Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNDEL COUNTY AOVERTISING

LIBER 144 PAGE 159

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,135

Stanley Marvin Rosengarten

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 31st day of December, 1962. The first insertion being made the 27th day of November, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Waldgman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,135 Equity
V. CHARLES RINAUDO
Assignee

VERSUS

STANLEY MARVIN ROSENGARTEN and
DOROTHY E. ROSENGARTEN, his wife

Ordered, this 20th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of December 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 31st day of December, next.

The report states that the amount of sale was $9,400.00.

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

D-20

FILED

1963 JAN -4 AM 9:53

No. M. G. 3-Ha-87

26

LIBER 144 PAGE 160

In the Case of

V. CHARLES RINAUDO, Assignee

VS.

STANLEY MARVIN ROSENGARTEN and
DOROTHY E. ROSENGARTEN, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,135 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.

1963 JAN 14 PM 4:25 FILED

All of which is respectfully submitted.
January 14, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th day of January, 1963, 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 R. Phipps
Clerk
Per: Inez Bell, deputy

27

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Dr. V. CHARLES RINAUDO, Assignee vs. STANLEY MARVIN ROSENGARTEN and DDROTHY E. ROSENGARTEN, his wife

LIBER 144 PAGE 161

In Acct. with V. CHARLES RINDAUDO, Assignee

					Cr.	
1962						
Nov.	19	Proceeds of Sale	9,400	00	9,400	00
					9,400	00
		To Assignee for fee in lieu of				
		Commissions and regular attorney's fee	250	00	250	00
		To Assignee for Court Costs, viz;				
		Plaintiff's solicitors appearance fee	10	00		
		Defendant's solicitors appearance fee	10	00		
		Clerk of Court - Court costs	44	50		
		Auditor - stating this account	22	50	87	00
		To Assignee for expenses, viz:				
		Capital Gazette Press - Advertising sale	62	56		
		Capital Gazette Press - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	31	10		
		E.T.Newell & Co., Inc. -Auctioneer's fee	35	00		
		The Fidelity & Casualty Co.-bond premium	40	40		
		Clerk of Court-recording short assignment of mortgage	2	00		
		Carolyn M. Bindeman - notary fees	2	00		
		Arthur A. Anderson, Jr. Attorney's fee Court order 12/11/62	50	00	238	06
		To Loyola Federal Savings & Loan Association				
		this balance on account of claim filed	8,824	94	8,824	94
					9,400	00

Amount of Mortgage claim filed	10,055	25	
Interest on principal balance of $9,854.83 from 6/15/62 to 1/29/63 - 228 days @ 4½%	277	17	
	10,332	42	
Cr. Amount allowed above	8,824	94	
Balance subject to decree in personam	1,507	48	

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street Annapolis, Maryland * IN THE CIRCUIT COURT

* FOR ANNE ARUNDEL COUNTY

* IN EQUITY

Plaintiff * EQUITY NO. 15085

vs.

LIBER 144 PAGE 163

JERROLD D. GRIFFIN
MRS. JERROLD D. GRIFFIN
351 S. 7th Street
Richmond, California

AND any and all persons having, or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot No. 16, Block 14, as shown on a plat entitled "Plat No. 2, Oyster Harbor, near Arundel on the Bay." (Plat Book 22, folio 16).

JOHN O. MAZANEK, and
DORIS A. MAZANEK, his wife
also known as
John O. Maganek, and
Doris A. Maganek, his wife
11861 Iowa Avenue
Los Angeles 25, California

SUNRISE BEACH IMPROVEMENT CO., Assignee
c/o Rouse and Morton
18 West Street
Annapolis, Maryland

AND any and all persons having, or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot No. 1063, Section 3, as shown on a plat entitled "Sunrise Beach, Section 3" (Plat Book 22, folio 40).

JAMES E. BARTON, and
ELIZABETH C. BARTON, his wife
8440 Geneva Road
Pasadena P.O., Maryland

UNITED STATES OF AMERICA
Judgment Creditor

THE RIVIERA BEACH COMPANY
Judgment Creditor
Riviera Beach
Pasadena, P.O., Maryland

HOWARD M. PUMPHREY
Judgment Creditor
6 W. Fayette Street
Baltimore 1, Maryland

RELIANCE INSURANCE COMPANY
Judgment Creditor
c/o Rouse and Morton
18 West Street
Annapolis, Maryland

FILED

1962 JUL 13 PM 2:37

JAMES C. MONAGHAN
Judgment Creditor
8204 Ft. Smallwood Road
Baltimore 26, Maryland

WILLIAM HERBERT and
FLOYD C. ECKART, t/a
ECKART BROTHERS
Judgment Creditor
1601 Harman Avenue
Baltimore 20, Maryland

THE J. F. JOHNSON LUMBER COMPANY
Judgment Creditor
Baltimore-Annapolis Blvd.
Glen Burnie, Maryland

WILLIAM C. SIPE, ET AL
t/a SIPE ELECTRIC CO.
Judgment Creditor
Riviera Beach
Pasadena, Maryland

GENERAL AUTOMATIC PRODUCTS CORP.
Judgment Creditor
2300 Sinclair Lane
Baltimore 13, Maryland

MARYLAND DEPT. OF EMPLOYMENT SECURITY
Judgment Creditor
6 N. Liberty Street
Baltimore, Maryland

ESSO STANDARD OIL COMPANY
Judgment Creditor
7720 York Road
Towson 4, Maryland

SOUTHERN PAVING, INC.
Judgment Creditor
8th Avenue, N.W.
P.O. Box #369
Glen Burnie, Maryland

BALTIMORE GAS AND ELECTRIC CO.
Judgment Creditor
Liberty and Lexington Streets
Baltimore 1, Maryland

WALBROOK MILL AND LUMBER CO.
Judgment Creditor
2636 W. North Avenue
Baltimore 16, Maryland

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

Lots No. 20 and 21, Section 5, as shown on a plat entitled "Plat of Part of Riviera Beach" (Plat Book 4, folio 39).

DANIEL BROWN
Parole Street
Parole, Maryland
and c/o W. D. Brown
2253 N. 13th Street
Philadelphia 13, Pa.
and 1916 Druid Hill Ave.
Baltimore, Maryland

2

2

AND any and all persons having or claiming to have any interest in the following described real estate located in the Sixth Election District of Anne Arundel County, to wit:

Lot, 50 feet x 300 feet, situated on the south side of Solomon Road, also known as Old South River Road.

MARY L. GREEN
c/o William A. Green
Pasadena, Maryland

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

Lot, approximately 90 feet x 319 feet x 50 feet x 254 feet, located on the northwest side of Rock Creek Road, Anne Arundel County.

MILTON M. CUSHNER and
EVELYN DECKELBAUM
113 S. Schroder Street
Baltimore 23, Maryland

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

Lots No. 13 and 14, Section 77, as shown on a plat of Green Haven (Plat Book 15, folio 7).

JAMES H. GREEN, aka
Joseph H. Green
EDITH E. GREEN
1618 E. Chase Street
Baltimore 13, Maryland

COMMUNITY PERSONAL LOAN, Assignee
Judgment Creditor
Address Unknown

LABOVITZ, INC.
Judgment Creditor
Address Unknown

LARRY ZIKA
Judgment Creditor
Address Unknown

SARA LEGUM
Judgment Creditor
31 Bay Drive, Bay Ridge
Annapolis, Maryland

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

Lot No. 7, as shown on a plat entitled "Survey Section No. 2 of 196 acre tract for Elizabeth Foxwell" (Plat Book 18, folio 48).

GEORGIA HOLDSON and
ROBERT HOLDSON
117 N. Hilton Street
Baltimore 29, Maryland

3

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

Lot No. 10, Block 24, as shown on a plat of Carrollton Manor (Plat Book 9, folio 24).

LOWELL E. KINNEY and
CATHERINE M. KINNEY
847 N. Milton Avenue
Baltimore 5, Maryland

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

Section 2,
Lot No. 66, Block G, as shown on Plat No. 1, Stone Haven (Plat Book 21, folio 50).

ALBERT J. KEIM and
ANNA M. KEIM, his wife
also known as
Albert J. Kleim, and
Anna M. Kleim, his wife
also known as
Albert J. Klein, and
Anna M. Klein, his wife
8304 Hillendale Road
Towson 4, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC. Assignee
c/o Harry Rever
Green Holly Drive, Route #4
Annapolis, Maryland

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

Lot No. 9, Block V, as shown on a plat entitled "Plat No. 2, Cape St. Claire Blocks =V=" (Plat Book 21, folio 39).

RUTH SHEPPARD
1229 Glyndon Avenue
Baltimore 23, Maryland

MONUMENTAL LIFE INSURANCE OF BALTO.
Charles and Chase Streets
Baltimore, Maryland

JOHN W. ROSS
1600 Hanover Street
Baltimore, Maryland
If not there:
(2928 W. North Avenue
Baltimore, Maryland)

ANNE ARUNDEL COUNTY BOARD OF COMMISSIONERS
Court House
Annapolis, Maryland

ROBERT J. McGREGOR
6505 Stonehaven Road
Bethesda, Maryland

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

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Lots No. 393 and 394, Section A, as shown on a plat of Venice on the Bay (Plat Book 1, folio 38).

EDGAR OFFER
Churchton, Maryland

S. ROLAND WHITE
Mortgagee
11701 Idlewood Road
Silver Spring, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lot "A", as shown on a plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. #324, folio 224, at Churchton, measuring approximately 153 feet x 208 feet x 266 feet x 237 feet.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Ed.).

2. That on October 10, 1960, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3077 - Lot 16, Blk 14, Plat 2 J.H.H. 824-300, as situated at Oyster Harbor and assessed to Jerrold D. Griffin.

(2) Certificate No. 3078 - Lot 1063, Sec. 3, J.H.H. 939-133, as shown on a Plat of Sunrise Beach and assessed to John O. & D. A. Maganek.

(3) Certificate No. 3079 - Lots 20 - 21, Sec. 5, G.T.C. 1128-297, as shown on the Plat of Riviera Beach and assessed to Jos. E. & Elizabeth C. Barton.

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(4) Certificate No. 3082 - 1 lot, Blk. 632, as situated at Parole St. S.S. Solomon Rd. and assessed to Daniel Brown.

(5) Certificate No. 3083 - 1 lot, .32 ac. Blk. 245, as situated at W. S. Elizabeth Rd. Jacobsville, and assessed to Mary L. Green.

(6) Certificate No. 3091 - Lots 13, 14, Sec. 77 as situated Greenhaven and assessed to M. Cushner and E. Deckelbaum.

(7) Certificate No. 3211 - Lot 7, Sec. 2 as situated on the Plat of 196 acre tract, nr Jacobsville and assessed to Jos. H. & E. E. Green.

(8) Certificate No. 3212 - Lot 10 Blk 24 as situated at Carrollton Manor and assessed to Georgia & Robert Holdson.

(9) Certificate No. 3213 - Lot 66 Blk. G, Sec 2 as situated Stonehaven and assessed to Lowell E. & C. M. Kinney.

(10) Certificate No. 3214 - Lot 9 Blk. V Plat 2 as situated at Cape St. Claire and assessed to Albert J. & Anna M. Klein and Albert J. and Anna M. Kleim.

(11) Certificate No. 3217 - Lots 393 -394 Sec. A as situated at Venice on the Bay and assessed to Ruth Sheppard.

(12) Certificate No. 3225 - 1 acre Lot Blk. 445, as situated at E. S. Deale Road, Churchton and assessed to Edgar Offer.

3. That said Tax Sales Certificates as hereinbefore set forth, to wit: Nos. 3077, 3078, 3079, 3082, 3083, 3091, 3211, 3212, 3213, 3214, 3217 and 3225, dated October 10, 1960, setting forth the aforesaid sales to your Plaintiff are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 12, inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Jerrold D. Griffin is the record owner of Lot No. 16, Block No. 14, as shown on Plat No. 2, Oyster Harbor (Plat Book 22, folio 16), by virtue of a deed dated December 14, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 824, folio 300; that said deed fails to disclose the marital status of the said Jerrold D. Griffin, and for that reason, Mrs. Jerrold D. Griffin is joined herein to foreclose against any interest she might have in the said property, assuming that the said Jerrold D. Griffin was married at the time of the abovementioned conveyance or that he has since been married.

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(2) That John O. Mazanek and Doris A. Mazanek (also known as John O. Maganek and Doris A. Maganek) his wife, are record owners of Lot No. 1063, as shown on a Plat of "Sunrise Beach, Section 3" (Plat Book 22, folio 40), by virtue of a deed dated March 4, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 939, folio 133, from Beach Shores, Inc.; that Sunrise Beach Improvement Company, Assignee, is joined herein to foreclose any interest it may have by virtue of a covenant in the abovementioned deed, providing that a maintenance charge of $22.00 per lot is to be paid, said rights having been assigned by Beach Shores, Inc. to Sunrise Beach Improvement Company.

(3) That James E. Barton and Elizabeth C. Barton, his wife, are owners of record of Lots No. 20 and 21, Section 5, as shown on a Plat of Riviera Beach (Plat Book 4, folio 39), by virtue of a deed dated June 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1128, folio 297, from William R. Parks and Anna E. Parks, his wife; that the United States of America is joined herein to foreclose any interest it might have in said property by virtue of two Federal tax liens in the amount of $1,431.29 and $297.12, respectively. (See WTFICA-4/Q/57, 1/Q/58, Collector Serial No. A-334, and WTFICA-2/Q/58 and 3/Q/58, Collector Serial No. A-422; that the Riviera Beach Company is joined herein to foreclose any interest it might have in said property by virtue of a judgment against the said James E. Barton and Elizabeth C. Barton, in the amount of $2,800.00, plus interest and costs (See Law Case No. 10,111, Docket No. 11, folio 90); and a judgment dated April 25, 1958, in the amount of $721.81, plus interest and costs (See Law Case No. 10,146, Docket 11, folio 108); that Howard M. Pumphrey is joined herein to foreclose any interest he might have in said property by virtue of a judgment against the said James E. Barton and Elizabeth C. Barton, dated December 4, 1958, in the amount of $6,000.00, plus interest and costs (See Law Case No.10,308, Docket 11, folio 189); That Reliance Insurance Company is joined herein to foreclose any interest it might have in the said property

by virtue of a judgment dated June 17, 1958, in the amount of $6,750.52, plus interest and costs (See Law Case No. A-141, Docket 11, folio 355); that James C. Monaghan is joined herein to foreclose any interest he might have in the said property by virtue of a judgment against James E. Barton and Elizabeth C. Barton, dated August 18, 1958, in the amount of $2,332.00, plus interest and costs (See Law Case No. A-73, Docket 11, folio 321); that William Herbert and Floyd C. Eckart, t/a Eckart Brothers, are joined herein to foreclose any interest they might have in the said property by virtue of a judgment dated November 15, 1958, in the amount of $184.00, plus interest and costs (See J. P. Docket No. 15, folio 358); that J. F. Johnson Lumber Company is joined herein to foreclose any interest it might have in said property by virtue of a judgment dated June 1, 1959, in the amount of $137.25, plus interest and costs (See J. P. Docket No. 15, folio 424); that William C. Sipe, t/a Sipe Electric Company, is joined herein to foreclose any interest it might have in the said property by virtue of a judgment dated April 16, 1959, against James E. Barton in the amount of $21.40 (See Law Case No. A-74, Docket 11, folio 322); that General Automatic Products Corp. is joined herein to foreclose any interest it might have in the above property by virtue of a judgment against James E. Barton, dated June 6, 1959, in the amount of $435.00, plus interest and costs (See Law Case No. A-1413, Docket 12, folio 482); that the Maryland Department of Employment Security is joined herein to foreclose any interest it might have in the above property by virtue of a judgment against James E. Barton, dated June 13, 1959, in the amount of $23.08, plus interest and costs (See Law Case No. A-1913, Docket 13, folio 223); that Esso Standard Oil Company is joined herein to foreclose any interest it might have in the said property by virtue of a judgment against James E. Barton, dated June 26, 1959, in the amount of $371.06, plus interest and costs (See Law Case No. A-1634, Docket 13, folio 84); that Southern Paving, Inc. is joined herein to foreclose any interest it might have in the said property by virtue of a judgment against James E. Barton, dated September 22, 1959, in the amount

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of $362.53, plus interest and costs (See Law Case No. A-1683, Docket 13, folio 108); that Baltimore Gas and Electric Company is joined herein to foreclose any interest it might have in said property by virtue of a judgment against Mrs. James E. Barton, dated April 5, 1960, in the amount of $50.77, plus interest and costs (See J. P. Docket 17, folio 27); that Walbrook Mill and Lumber Company is joined herein to foreclose any interest it might have in the said property by virtue of a judgment against James E. Barton, obtained in 1958, in the amount of $3,331.24, plus interest and costs (See Law Case No. A-684, Docket 12, folio 118).

(4) That Daniel Brown is owner of record of a lot measuring approximately 50 feet x 300 feet, situated on the south side of Solomon Road, also known as Old South River Road, by virtue of a deed dated February 29, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. #82, folio 136, from Daniel Neal and Sara Neal, his wife.

(5) That Mary L. Green is owner of record of a tract measuring approximately 50 feet x 319 feet x 90 feet x 254 feet, bordering on the northwest side of Rock Creek Road, by virtue of a deed dated May 28, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #361, folio 276, from T. Carroll Worthington and Lucille T. Worthington, his wife (sold as one lot, .32 ac Blk 245 as situated at W. S. Elizabeth Road, Jacobsville).

(6) That Milton N. Cushner and Evelyn Deckelbaum are owners of record of Lots No. 13 and 14, Section 77, as shown on a Plat of Green Haven (Plat Book 15, folio 7); by virtue of a deed dated June 29, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #528, folio 4, from Isaac Gordon and Marion Gordon, his wife.

(7) That James H. Green and Edith E. Green, his wife, are owners of record of Lot No. 7, as shown on a Plat entitled "Survey Section No. 2 of 196 acre tract for Elizabeth Foxwell, near Jacobsville, Anne Arundel County, Md." (Plat Book 18, folio 48) by virtue of a deed dated June 21, 1949, and recorded among the Land Records of Anne

Arundel County in Liber J.H.H. #527, folio 9, from Foxwell and Foxwell, Inc.; that Community Personal Loan, Assignee, is joined herein to foreclose any interest it might have in said property by virtue of a judgment against James H. Green, dated October 26, 1948, in the amount of $61.81, plus interest and costs (See J. P. Docket #9, folio 260); that Labovitz, Inc., is joined herein to foreclose any interest it might have in said property by virtue of a judgment against Mr. and Mrs. James H. Green, dated August 29, 1950, in the amount of $86.60, plus interest and costs (See J. P. Docket #10, folio 209); that Larry Zika is joined herein to foreclose any interest he might have in the said property by virtue of a judgment against James Green dated June 27, 1952, in the amount of $110.51, plus interest and costs (See J. P. Docket #11, folio 91); that Sara Legum is joined herein to foreclose any interest she might have in the said property by virtue of a judgment against James Green, dated January 8, 1952, in the amount of $45.00 plus interest and costs (See J. P. Docket #11, folio 484).

(8) That Georgia Holdson and Robert Holdson are owners of record of Lot No. 10, Blk. 24, as shown on a Plat of Carrollton Manor (Plat Book 9, folio 24), by virtue of a deed dated June 24, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. #152, folio 219, from M. B. Robey.

(9) That Lowell E. Kinney and Catherine M. Kinney, his wife, are the owners of record of Lot No. 66, Blk. G, Section 2, as shown on a Plat entitled "Plat No. 1, Stone Haven" (Plat Book 21, folio 50), by virtue of a deed dated December 19, 1955, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. #989, folio 345, from Foxwell and Foxwell, Inc.

(10) That Albert J. Keim, also known as Albert J. Klein, and also known as Albert J. Kleim, and Anna Mae Keim, also known as Anna M. Klein, and also known as Anna M. Kleim, his wife, are owners of record of Lot No. 9, Blk. B, as shown on a Plat entitled "Plat No. 2, Cape St. Claire, Blks. - - - V - - -" (Plat Book 21, folio 39), by virtue of a deed dated July 22, 1949, and recorded among the Land

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Records of Anne Arundel County, in Liber J.H.H. #532, folio 479, from the River Bay Company and the Equitable Trust Company; that the Cape St. Claire Improvement Association, Inc., Assignee, is joined herein to foreclose any interest it might have as to an annual maintenance payment of $10.00 per year as to said lot.

(11) That Ruth Sheppard is the owner of record of Lot Nos. 393 and 394, Section A, as shown on a Plat of Venice on the Bay (Plat Book 1, folio 38), by virtue of a deed dated December 21, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #506, folio 136, from the County Commissioners of Anne Arundel County; that Monumental Life Insurance Company of Baltimore (formerly known as Mutual Life Insurance Company of Baltimore) is joined herein to foreclose any interest it might have in the said property by virtue of a mortgage from Venice Development Company to the Real Estate Trustee, Inc., dated May 28, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. #32, folio 135, which said mortgage was assigned to Mutual Life Insurance Company of Baltimore, by assignment dated October 1, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. #32, folio 138, and by virtue of a deed dated June 24, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #262, folio 346, from Howard C. Bregel, Attorney, to Monumental Life Insurance Company; that John W. Ross is joined herein to foreclose any interest he might have in the said property by virtue of a deed covering said property, dated September 10, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #78, folio 106, which said property, while assessed to the said John W. Ross was sold for nonpayment of taxes on October 15, 1935, which said sale is believed to be legally deficient in that the sale was not reported until February, 1937, (See Tax Sale No. 2375); that Robert J. McGregor is joined herein to foreclose any interest he might have in the said property by virtue of a deed covering the said lots dated April 27, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. #161, folio 402, from C. Albert Hodges, late County Treasurer of Anne Arundel County, that said property was sold while

assessed to the said Robert J. McGregor for nonpayment of taxes on October 14, 1940 (See Tax Sale No. 5305) but said deed is believed to be insufficient because of the failure of Monumental Life Insurance Company, holder of the hereinbefore referred mortgage, to join therein.

(12) That Edgar Offer is owner of record of a one acre tract (approximately) located in Churchton, on a plat recorded among the Land Records of Anne Arundel Company in Liber J.H.H. #324, folio 224, by virtue of a deed dated January 27, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #324, folio 222, from Floyd Offer and Cigglina Offer, his wife; that S. Roland White is joined herein to foreclose any interest he might have as to the said property by virtue of a mortgage to him dated May 15, 1895, and recorded among the Land Records of Anne Arundel County in Liber J.C.B. #2, folio 403, from Charles W. Offer and Ella Offer, his wife.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 10, 1960, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	AMOUNT PAID
3077	$ 41.43	$ 41.43
3078	80.00	39.70
3079	300.00	64.12
3082	145.00	141.54
3083	50.05	50.05
3091	85.00	84.70
3211	33.06	33.06
3212	23.96	23.96
3213	36.72	36.72
3214	90.00	40.32
3217	33.05	33.05
3225	25.66	25.66

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
3077	$ 41.43
3078	39.70
3079	64.12
3082	141.54
3083	50.05
3091	84.70
3211	33.06
3212	23.96
3213	36.72
3214	40.32
3217	33.05
3225	25.66

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

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

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer
C. Maurice Weidemeyer,

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St., Annapolis, Md.
COlonial 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 13th day of July, 1962.

Mary Harrison
Mary Harrison - Notary Public

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PLAINTIFF'S EXHIBIT NO.

Nº 3077 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 177

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 Anne Arundel Municipal at public auction for the sum of 41 Dollars and 43 Cents, of which 41.43 Dollars has been paid as a deposit on the property in Dist 2 described as Lot 16 Blk 14 plat 2 J.H.H. 824.300 as situated at Oyster Harbor

and assessed to Jerrold D. Griffin

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn 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,

Notary Public.

My Commission Expires

FILED
1962 JUL 13 PM 2 37

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PLAINTIFF'S EXHIBIT NO. 1

PLAINTIFF'S EXHIBIT NO. 2

Nº 3078 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 178

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 Municipal at public auction for the sum of 80 Dollars and 00 Cents, of which 39.70 Dollars has been paid as a deposit on the property in Unit 2 described as Lot 1063 Sec 3 J H H. 939-133 as shown on the plat of Sunrise Beach.

and assessed to John O. & D. A. Magyanek.

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 19 60

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lewis
Notary Public.

My Commission Expires May 1, 1961

FILED
1962 JUL 13 PM 2:37

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PLAINTIFF'S EXHIBIT NO. 2

PLAINTIFF'S EXHIBIT NO. 3

Nº 3079 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 179

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 Municipal at public auction for the sum of 300 Dollars and no Cents, of which 64.12 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 20-21 Sec 5 L.T.C. 1128-297 as shown on the plat of Riviera Beach

and assessed to Jos E & Eliz C. Barton

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Alice M. Lewis
Notary Public.

My Commission Expires May 1, 1961

FILED
1962 JUL 13 PM 2 37

PLAINTIFF'S EXHIBIT NO. 3

PLAINTIFF'S EXHIBIT NO. 4

Nº 3082 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 180

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 the Municipal at public auction for the sum of 145 Dollars and no Cents, of which 141.54 Dollars has been paid as a deposit on the property in Dist 6 described as 1 Lot Blk 632 as situated at Parole U. S. 2 Solomon Rd. (Resale)

and assessed to Daniel Brown

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,

Notary Public.

My Commission Expires May 9, 1962

FILED
1962 JUL 13 PM 2 37

18 PLAINTIFF'S EXHIBIT NO. 4

PLAINTIFF'S EXHIBIT NO. 5

Nº 3083 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 181

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 Lo Municipal at public auction for the sum of 50 Dollars and 05 Cents, of which 50.05 Dollars has been paid as a deposit on the property in Dist 3 described as 1 Lot. 32 ac Blk 245 as situated at W.S. Elizabeth Rd. Jacobsville. (Resale)

and assessed to Mary L. Green

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,

Rita M. [illegible]
Notary Public.

My Commission Expires May 1, 1961

FILED
1962 JUL 13 PM 2 57

19 PLAINTIFF'S EXHIBIT NO. 5

PLAINTIFF'S EXHIBIT NO. 6

No. 3091 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 182

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 Lo Municipal at public auction for the sum of 85 Dollars and no Cents, of which 8470 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 13, 14 Sec 77 as situated Green Haven

and assessed to Gm. Cushner & E. Deckelbaum

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,

Notary Public.

My Commission Expires May 1, 1961

1962 JUL 13 PM 2

PLAINTIFF'S EXHIBIT NO. 6

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PLAINTIFF'S EXHIBIT NO. 7

Nº 3211 CERTIFICATE OF TAX SALE LIBER 144 PAGE 183

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 Ls Municipal at public auction for the sum of 33 Dollars and 06 Cents, of which 33.06 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 7 Sec. 2 as situated on the Plat of 196 Acre Tract, in Jacobsville (arrearage)

and assessed to Jos. H. & E. E. Green

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,

R. [illegible]
Notary Public.

My Commission Expires May 1, 19[illegible]

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1962 JUL 13 PM 2:37

PLAINTIFF'S EXHIBIT NO. 8

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PLAINTIFF'S EXHIBIT NO. 8

Nº 3212 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 184

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 So. Municipal at public auction for the sum of 23 Dollars and 96 Cents, of which 23.96 Dollars has been paid as a deposit on the property in Dist 3 described as Lot 10 Blk 24 as situated at Carrollton Manor (Arnaug)

and assessed to Georgia + Robt Holdson

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,

Notary Public.

My Commission Expires May 1, 1962

1962 NOV 13 PM 2:37

22 PLAINTIFF'S EXHIBIT NO. 8

PLAINTIFF'S EXHIBIT NO. 9

Nº 3213 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 185

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 So. Municipal at public auction for the sum of 36 Dollars and 72 Cents, of which 36.72 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 66 Blk. S, Sec. 2 as situated Stone Haven

(arrearage)

and assessed to Lowell E. + C. M. Kinney

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,

[signature]
Notary Public.

My Commission Expires May 1, 1961

FILED

1962 JUL 13 PM 2:37

PLAINTIFF'S EXHIBIT NO. 9

23

PLAINTIFF'S EXHIBIT NO. 10

Nº 3214 CERTIFICATE OF TAX SALE LIBER 144 PAGE 186

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 So. Municipal at public auction for the sum of 90 Dollars and 00 Cents, of which 40.32 Dollars has been paid as a deposit on the property in Dist - 3 described as Lot 9 Blk. V Plat 2 as situated at Cape St. Claire (carriage)

and assessed to Albert J. & Anna M. Klein

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 10th 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,

Notary Public.

My Commission Expires May 1, 1962

FILED
1962 JUL 13 PM 2:37

PLAINTIFF'S EXHIBIT NO. 10

24

PLAINTIFF'S EXHIBIT NO. 11

Nº 3217 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 187

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 Sol Municipal at public auction for the sum of 33 Dollars and 05 Cents, of which 33.05 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 393-394 Sec. H. as situated at Venice on the Bay. (carriage)

and assessed to Ruth L Sheppard

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth L. Sheppard
Notary Public.

My Commission Expires May 1, 1961

FILED
1962 JUL 13 PM 2:37

PLAINTIFF'S EXHIBIT NO. 11

25

PLAINTIFF'S EXHIBIT NO. 12

Nº 3225 CERTIFICATE OF TAX SALE

LIBER 144 PAGE 188

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 So. Municipal at public auction for the sum of 25 Dollars and 66 Cents, of which 25.66 Dollars has been paid as a deposit on the property in Dist 7 described as 1 Acre lot Blk 445, as situated at E. L. Deale Road, Churchton (acreage)

and assessed to Edgar Offer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 1, 1961

FILED
1962 JUL 13 PM 2 27

26

PLAINTIFF'S EXHIBIT NO. 12

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
ATTORNEYS

LIBER 144 PAGE 189

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland

Plaintiff

vs.

IN EQUITY

EQUITY NO. 15,085

JERROLD D. GRIFFIN
MRS. JERROLD D. GRIFFIN
351 S. 7th Street
Richmond, California

JOHN O. MAZANEK and
DORIS A. MAZANEK, his wife
also known as
John O. Maganek and
Doris A. Maganek, his wife
11861 Iowa Avenue
Los Angeles 25, California

SUNRISE BEACH IMPROVEMENT CO., Assignee
c/o Rouse and Morton
18 West Street
Annapolis, Maryland

JAMES E. BARTON and
ELIZABETH C. BARTON, his wife
8440 Geneva Road
Pasadena P.O., Maryland

UNITED STATES OF AMERICA
Judgment Creditor

THE RIVIERA BEACH COMPANY
Judgment Creditor
Riviera Beach
Pasadena P.O., Maryland

HOWARD M. PUMPHREY
Judgment Creditor
6 W. Fayette Street
Baltimore 1, Maryland

RELIANCE INSURANCE COMPANY
Judgment Creditor
c/o Rouse and Morton
18 West Street
Annapolis, Maryland

JAMES C. MONAGHAN
Judgment Creditor
8204 Ft. Smallwood Road
Baltimore 26, Maryland

WILLIAM HERBERT and
FLOYD C. ECKART, t/a
ECKART BROTHERS
Judgment Creditor
1601 Harman Avenue
Baltimore 20, Maryland

THE J. F. JOHNSON LUMBER COMPANY
Judgment Creditor
Baltimore-Annapolis Blvd.
Glen Burnie, Maryland

WILLIAM C. SIPE, et al
t/a SIPE ELECTRIC CO.
Judgment Creditor
Riviera Beach
Pasadena, Maryland

GENERAL AUTOMATIC PRODUCTS CORP.
Judgment Creditor
2300 Sinclair Lane
Baltimore 13, Maryland

MARYLAND DEPT. OF EMPLOYMENT SECURITY
Judgment Creditor
6 N. Liberty Street
Baltimore, Maryland

ESSO STANDARD OIL COMPANY
Judgment Creditor
7720 York Road
Towson 4, Maryland

SOUTHERN PAVING, INC.
Judgment Creditor
8th Avenue, N.W.
P.O. Box 369
Glen Burnie, Maryland

BALTIMORE GAS AND ELECTRIC CO.
Judgment Creditor
Liberty and Lexington Streets
Baltimore 1, Maryland

WALBROOK MILL AND LUMBER CO.
Judgment Creditor
2636 W. North Avenue
Baltimore 16, Maryland

DANIEL BROWN
Parole Street
Parole, Maryland
and c/o W. D. Brown
2253 N. 13th Street (and 1916 Druid Hill Ave.)
Philadelphia 13, Pa.(Baltimore, Maryland.)

MARY L. GREEN
c/o William A. Green
Pasadena, Maryland

MILTON M. CUSHNER and
EVELYN DECKELBAUM
113 S. Schroder Street
Baltimore 23, Maryland

JAMES H. GREEN, aka
Joseph H. Green
EDITH E. GREEN
1618 E. Chase Street
Baltimore 13, Maryland

27

COMMUNITY PERSONAL LOAN, Assignee
Judgment Creditor
Address Unknown

LABOVITZ, INC.
Judgment Creditor
Address Unknown

LARRY ZIKA
Judgment Creditor
Address Unknown

SARA LEGUM
Judgment Creditor
31 Bay Drive, Bay Ridge
Annapolis, Maryland

GEORGIA HOLDSON and
ROBERT HOLDSON
117 N. Hilton Street
Baltimore 29, Maryland

LOWELL E. KINNEY and
CATHERINE M. KINNEY
847 N. Milton Avenue
Baltimore 5, Maryland

ALBERT J. KEIM and
ANNA M. KEIM, his wife
also known as
Albert J. Kleim and
Anna M. Kleim, his wife
also known as
Albert J. Klein and
Anna M. Klein, his wife
8304 Hillendale Road
Towson 4, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN. INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland

RUTH SHEPPARD
1229 Glyndon Avenue
Baltimore 23, Maryland

MONUMENTAL LIFE INSURANCE OF BALTO.
Charles and Chase Streets
Baltimore, Maryland

JOHN W. ROSS
1600 Hanover Street
Baltimore, Maryland
If not there:
(2928 W. North Avenue
Baltimore, Maryland)

ANNE ARUNDEL COUNTY BOARD OF COMMISSIONERS
Court House
Annapolis, Maryland

ROBERT J. McGREGOR
6505 Stonehaven Road
Bethesda, Maryland

EDGAR OFFER
Churchton, Maryland

29

S. ROLAND WHITE
Mortgagee
11701 Idlewood Road
Silver Spring, Maryland

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT		DESCRIPTION	CERT. NO.
(1)	Second	Lot No. 16 Block 14, as shown on a Plat entitled "Plat No. 2, Oyster Harbor near Arundel on the Bay". Plat Book 22, folio 16, (more particularly described in deed J.H.H. No. 824, folio 300).	3077
(2)	Second	Lot No. 1063, as shown on a plat of "Sunrise Beach, Section 3". Plat Book 22, folio 40, (more particularly described in deed J.H.H. No. 939, folio 133).	3078
(3)	Third	Lot Nos. 20 and 21, Section 5, as shown on a plat entitled "Plat of part of Riviera Beach". Plat Book 4, folio 39, (more particularly described in deed G.T.C. No. 1128, folio 297).	3079
(4)	Sixth	Lot approximately 50 feet by 300 feet, situated on the south side of Solomon Road, also known as Old South River Road, (more particularly described in deed W.N.W. 82, folio 136).	3082
(5)	Third	Lot approximately 50 feet by 319 feet by 90 feet by 250 feet, bordering on the northwest side of Rock Creek Road, (more particularly described in deed J.H.H. No. 361, folio 276).	3083
(6)	Third	Lot Nos. 13 and 14, Section 77, as shown on a Plat of Greenhaven. Plat Book 15, folio 7, (more particularly described in deed J.H.H. No. 528, folio 4).	3091
(7)	Third	Lot No. 7, as shown on a Plat entitled "Survey Section No. 2 of 196 acre tract for Elizabeth Foxwell". Plat Book 18, folio 48, (more particularly described in deed J.H.H. No. 527, folio 9).	3211
(8)	Third	Lot No. 10, Block 24, as shown on a Plat of Carrollton Manor. Plat Book 9, folio 24, (more particularly described in deed F.A.M. 152, folio 219).	3212
(9)	Third	Lot. No. 66, Block G, Section 2, as shown on a Plat entitled "Plat No. 1, Stonehaven". Plat Book 21, folio 50, (more particularly described in deed G.T.C. No. 989, folio 345).	3213

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DISTRICT		DESCRIPTION	CERT. NO.
(10)	Third	Lot No. 9, Block V, as shown on Plat entitled "Plat No. 2, Cape St. Claire =V=". Plat Book 21, folio 39, (more particularly described in J.H.H. No. 532, folio 479).	3214
(11)	Third	Lots Nos. 393 and 394, Section A, as shown on a Plat of Venice on the Bay, Plat Book No. 1, folio 38, (more particularly described in deed J.H.H. No. 506, folio 136).	3217
(12)	Seventh	Lot approximately 153 feet x 208 feet x 266 feet x 237 feet, shown as Lot "A", on a Plat recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 324, folio 224, (more particularly described in deed J.H.H. No. 324, folio 222).	3225

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3077 - Lot 16, Blk. 14, plat 2, J.H.H. 824-300, as situated at Oyster Harbor, Second Election District, and assessed to Jerrold D. Griffin, and sold to the Plaintiff for $41.43, all of which sum has been paid.

(2) Certificate No. 3078 - Lot 1063, Sec. 3, J.H.H. 939-133, as shown on the Plat of Sunrise Beach, Second Election District, and assessed to John O. and D. A. Maganek, and sold to the Plaintiff for $80.00, of which sum $39.70 has been paid.

(3) Certificate No. 3079 - Lots 20 - 21, Sec. 5, G.T.C. 1128-297, as shown on the Plat of Riviera Beach, Third Election District, and assessed to Jos. E. and Eliz. C. Barton, and sold to the Plaintiff for $300.00, of which sum $64.12 has been paid.

(4) Certificate No. 3082 - 1 Lot, Blk. 632, as situated at Parole St., S.S. Solomon Road, Sixth Election District, and assessed to Daniel Brown, and sold to the Plaintiff for $145.00, of which sum $141.54 has been paid.

(5) Certificate No. 3083 - 1 Lot, .32 ac. Blk. 245, as situated at W. S. Elizabeth Road, Jacobsville, Third Election District, and assessed to Mary L. Green, and sold to the Plaintiff for $50.05, all of which sum has been paid.

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(6) Certificate No. 3091 - Lots 13, 14, Sec. 77, as situated Green Haven, Third Election District, and assessed to M. Cushner and E. Deckelbaum, and sold to the Plaintiff for $85.00, of which sum $84.70 has been paid.

(7) Certificate No. 3211 - Lot 7, Sec. 2, as situated on the Plat of 196 acre tract, nr. Jacobsville, Third Election District, and assessed to Jos. H. and E. E. Green, and sold to the Plaintiff for $33.06, all of which sum has been paid.

(8) Certificate No. 3212 - Lot 10, Blk. 24, as situated at Carrollton Manor, Third Election District, and assessed to Georgia and Robert Holdson, and sold to the Plaintiff for $23.96, all of which sum has been paid.

(9) Certificate No. 3213 - Lot 66, Blk. G, Sec. 2, as situated Stone Haven, Third Election District, and assessed to Lowell E. and C. M. Kinney, and sold to the Plaintiff for $36.72, all of which sum has been paid.

(10) Certificate No. 3214 - Lot 9, Blk. V, Plat 2, as situated at Cape St. Claire, Third Election District, and assessed to Albert J. and Anna M. Kleim, and sold to the Plaintiff for $90.00, of which sum $40.32 has been paid.

(11) Certificate No. 3217 - Lots 393-394, Sec. H, as situated at Venice on the Bay, Third Election District, and assessed to Ruth Sheppard, and sold to the Plaintiff for $33.05, all of which sum has been paid.

(12) Certificate No. 3225 - 1 Acre lot, Blk. 445, as situated at E. S. Deale Road, Churchton, Seventh Election District, and assessed to Edgar Offer, and sold to the Plaintiff for $25.66, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 13th day of July, 1962, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of September 1962, next, warning the said Jerrold D. Griffin, Mrs. Jerrold D. Griffin, John O. Mazanek and Doris A. Mazanek, his wife, aka John O. Maganek and Doris A. Maganek, his wife, Sunrise Beach Improvement Co., Assignee, James E. Barton and Elizabeth C. Barton, his wife, United States of America, The Riviera Beach Company, Howard M. Pumphrey, Reliance Insurance Company, James C. Monaghan, William Herbert and Floyd C. Eckart, t/a Eckart

31

Brothers, The J. F. Johnson Lumber Company, William C. Sipe, et al, t/a Sipe Electric Company, General Automatic Products Corp., Maryland Department of Employment Security, Esso Standard Oil Company, Southern Paving, Inc., Baltimore Gas and Electric Company, Walbrook Mill and Lumber Company, Daniel Brown, Mary L. Green, Milton M. Cushner and Evelyn Deckelbaum, James H. Green, aka Joseph H. Green, Edith E. Green, Community Personal Loan, Assignee, Labovitz, Inc., Larry Zika, Sara Legum, Georgia Holdson and Robert Holdson, Lowell E. Kinney and Catherine M. Kinney, Albert J. Keim and Anna M. Keim, his wife, aka Albert J. Kleim and Anna M. Kleim, his wife, aka Albert J. Klein and Anna M. Klein, his wife, Cape St. Claire Improvement Association, Inc., Ruth Sheppard, Monumental Life Insurance of Baltimore, John W. Ross, Anne Arundel County Board of Commissioners, Robert J. McGregor, Edgar Offer, S. Roland White, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of September, 1962, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell.
George T. Cromwell, Clerk

32

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 196

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 20, 1962

We hereby certify, that the annexed

Order of Publication

No. 15,085 Eq

Southern Municipal

Corporation

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
Attorneys
236 Main Street
Annapolis, Maryland

In the Circuit Court for Anne Arundel County, Maryland in Equity No. 15,085

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland
Plaintiff

VS.

JERROLD D. GRIFFIN,
MRS. JERROLD D. GRIFFIN
351 S. 7th Street
Richmond, California
JOHN O. MAZANEK and
DORIS A. MAZANEK, his wife
also known as
John O. Mnganeck and
Doris A. Maganek, his wife
11861 Iowa Avenue
Los Angeles 25, California
SUNRISE BEACH IMPROVEMENT CO., Assignee
c—o Rouse and Morton
18 West Street
Annapolis, Maryland
JAMES E. BARTON and
ELIZABETH C. BARTON, his wife
8440 Geneva Road
Pasadena P.O., Maryland
UNITED STATES OF AMERICA
Judgment Creditor
THE RIVIERA BEACH COMPANY
Judgment Creditor
Riviera Beach
Pasadena P.O., Maryland
HOWARD M. PUMPHREY
Judgment Creditor
6 W. Fayette Street
Baltimore 1, Maryland
RELIANCE INSURANCE COMPANY
Judgment Creditor
c-0 Rouse and Morton
18 West Street
Annapolis, Maryland
JAMES C. MONAGHAN
Judgment Creditor
8204 Ft. Smallwood Road
Baltimore 26, Maryland
WILLIAM HERBERT and
FLOYD C. ECKART, t-a
ECKART BROTHERS
Judgment Creditor
1601 Harman Avenue
Baltimore 20, Maryland
3-3
THE J. F. JOHNSON LUMBER COMPANY
Judgment Creditor
Baltimore-Annapolis Blvd.
Glen Burnie, Maryland
WILLIAM C. SIPE, et al
t-a SIPE ELECTRIC CO.
Judgment Creditor
Riviera Beach
Pasadena, Maryland
GENERAL AUTOMATIC PRODUCTS CORP.
Judgment Creditor
2300 Sinclair Lane
Baltimore 13, Maryland
MARYLAND DEPT. OF EMPLOYMENT SECURITY
Judgment Creditor
6 N. Liberty Street
Baltimore, Maryland
ESSO STANDARD OIL COMPANY
Judgment Creditor
7720 York Road
Towson 4, Maryland
SOUTHERN PAVING, INC.,
Judgment Creditor
8th Avenue, N.W.
P.O. Box 369
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BALTIMORE GAS AND ELECTRIC CO.
Judgment Creditor
Liberty and Lexington Streets
Baltimore 1, Maryland
WALBROOK MILL AND LUMBER CO.
Judgment Creditor
2636 W. North Avenue
Baltimore 16, Maryland
DANIEL BROWN
Parole Street
Parole, Maryland
and c—o W. D. Brown
2253 N. 13th Street
(and 1916 Druid Hill Ave.)
Philadelphia 13, Pa.
(Baltimore, Maryland.)

ticularly described in deed W.N. W. 82, folio 136). Cert No. — 3082

(5) Third

Lot approximately 50 feet by 319 feet by 90 feet by 250 feet, bordering on the northwest side of Rock Creek Road, (more particularly described in deed J.H.H. No. 361, folio 276). Cert No. — 3083

(6) Third

Lot Nos. 13 and 14, Section 77, as shown on a Plat of Greenhaven. Plat Book 15, folio 7, (more particularly described in deed J.H.H. No. 528, folio 4). Cert. No. — 3091

(7) Third

Lot No. 7, as shown on a Plat entitled "Survey Section No. 2 of 196 acre tract for Elizabeth Foxwell". Plat Book 18, folio 48, (more particularly described in deed J.H.H. No. 527, folio 9). Cert. No. — 3211

(8) Third

Lot No. 10, Block 24, as shown on a Plat of Carrollton Manor. Plat Book 9, folio 24, (more particularly described in deed F.A.M. 152, folio 219). Cert. No. — 3212

(9) Third

Lot No. 66, Block G, Section 2, as shown on a Plat entitled "Plat No. 1, Stonehaven". Plat Book 21, folio 50, (more particularly described in deed G.T.C. No. 989, folio 345). cert 3213.

(10) Third

Lot No. 9, Block V, as shown on Plat entitled "Plat No. 2, Cape St. Claire -V-". Plat Book 21, folio 39, (more particularly described in J.H.H. No. 532, folio 479). Cert. No. 3214

(11) Third

Lots Nos. 393 and 394, Section A, as shown on a Plat of Venice on the Bay, Plat Book No. 1, folio 38, (more particularly described in deed J.H.H. No. 506, folio 136). Cert. No. — 3217

(12) Seventh

Lot approximately 153 feet x 208 feet x 266 feet x 237 feet, shown as Lot "A", on a Plat recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 324, folio 224, (more particularly described in deed J.H.H. No. 324, folio 222). Cert No. — 3225

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following decribed property located in Anne Arundel County, and sold and Doris A. Mazanek, his wife aka John O. Maganek and Doris A. Maganek, his wife, Sunrise Beach Improvement Co., Assignee James E. Barton and Elizabeth C. Barton, his wife, United States of America, The Riviera Beach Company, Howard M. Pumphrey, Reliance Insurance Company, James C. Monaghan, William Herbert and Floyd C. Eckart, t-a Eckart Brothers, The J. F. Johnson Lumber Company, William C. Sipe, et al, t-a Sipe Electric Company, General Automatic Products Corp., Maryland Department of Employment Security, Esso Standard Oil Company, Southern Paving, Inc., Baltimore Gas and Electric Company, Walbrook Mill and Lumber Company, Daniel Brown, Mary L. Green, Milton M. Cushner and Evelyn Deckelbaum, James H. Green, aka Joseph H. Green, Edith E. Green, Community Personal Loan, Assignee, Lapovitz, Inc., Larry Zika, Sara Legum, Georgia Holdson and Robert Holdson, Lowell E. Kinney and Catherine M. Kinney, Albert J. Keim and Anna M. Keim, his wife aka Albert J. Kleim and Anna M. Kleim, his wife, aka Albert J. Klein and Anna M. Klein, his wife, Cape St. Claire Improvement Association, Inc., Ruth Sheppard, Monumental Life Insurance of Baltimore, John W. Ross, Anne Arundel County Board of Commissioners, Robert J. McGregor, Edgar Offer, S. Roland White, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of September, 1962, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

A-9

LIBER 144 PAG: 198

MARY L. GREEN
c—o William A. Green
Pasadena, Maryland

MILTON M. CUSHNER and
EVELYN DECKELBAUM
113 S. Schroder Street
Baltimore 23, Maryland

JAMES H. GREEN, aka
Joseph H. Green
EDITH E. GREEN
1618 E. Chase Street
Baltimore 13, Maryland

COMMUNITY PERSONAL LOAN
Assignee
Judgment Creditor
Address Unknown

LABOVITZ, INC.
Judgment Creditor
Address Unkown

LARRY ZIKA
Judgment Creditor
Address Unknown

SARA LEGUM
Judgment Creditor
31 Bay Drive, Bay Ridge
Annapolis, Maryland

GEORGIA HOLDSON and
ROBERT HOLDSON
117 N. Hilton Street
Baltimore 29, Maryland

LOWELL E. KINNEY and
CATHERINE M. KINNEY
847 N. Milton Avenue
Baltimore 5, Maryland

ALBERT J. KEIM and
ANNA M. KEIM, his wife
also known as
Albert J. Kleim and
Anna M. Kleim, his wife
also known as
Albert J. Klein and
Anna M. Klein, his wife
8304 Hillendale Road
Towson 4, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN. INC., Assignee
c—o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland

RUTH SHEPPARD
1229 Glyndon Avenue
Baltimore 23, Maryland

MONUMENTAL LIFE INSURANCE OF BALTO.
Charles and Chase Streets
Baltimore, Maryland

JOHN W. ROSS
1600 Hanover Street
Baltimore, Maryland

If not there:
(2928 W. North Avenue
Baltimore, Maryland)

ANNE ARUNDEL COUNTY
BOARD OF COMMISSIONERS
Court House
Annapolis, Maryland

ROBERT J. McGREGOR
6505 Stonehaven Road
Bethesda, Maryland

EDGAR OFFER
Churchton, Maryland
S. ROLAND WHITE
Mortgagee
11701 Idlewood Road
Silver Spring, Maryland

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT (1) Second

DESCRIPTION

Lost No. 16 Block 14, as shown on a Plat entitled "Plat No. 2, Oyster Harbor near Arundel on the Bay". Plat Book 22, folio 16, (more particularly described in deed J.H.H. No. 824, folio 300). Cert. No. — 3077

(2) Second

Lot No. 1063, as shown on a plat of "Sunrise Beach, Section 3". Plat Book 22, follo 40, (more particularly described in deed J.H.H. No. 939, folio 133). Cert. No. — 3078

(3) Third

Lot Nos. 20 and 21, Section 5, as shown on a plat entitled "Plat of part of Riviera Beach". Plat Book 4, folio 39, (more particularly described in deed G.T.C. No. 1128, folio 297). Cert No. — 3079

(4) Sixth

Lot approximately 50 feet by 300 feet, situated on the south side of Solomon Road, also known as Old South River Road, (more par-

on the 10th day of October, 1960, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3077 — Lot 16, Blk. 14, Plat 2, J.H.H. 824-300, as situated at Oyster Harbor, Second Election District, and assessed to Jerrold D. Griffin, and sold to the Plaintiff for $41.43, all of which sum has been paid.

(2) Certificate No. 3078 — Lot 1063, Sec. 3, J.H.H. 939-133, as shown on the Plat of Sunrise Beach, Second Election District, and assessed to John O. and D. A. Maganek, and sold to the Plaintiff for $80.00, of which sum $39.70 has been paid.

(3) Certificate No. 3079 — Lots 20-21, Sec. 5, G.T.C. 1128-297, as shown on the Plat of Rivicra Beach, Third Election District, and assessed to Jos. E. and Eliz. C. Barton, and sold to the Plaintiff for $300.00, of which sum $64.12 has been paid.

(4) Certificate No. 3082 — 1 Lot, Blk. 632, as situated at Parole St., S.S. Solomon Road, Sixth Election District, and assessed to Daniel Brown, and sold to the Plaintiff for $145.00, of which sum $141.54 has been paid.

(5) Certificate No. 3083 — 1 Lot, .32 ac. Blk. 245, as situated at W. S. Elizabeth Road, Jacobsville, Third Election District, and assessed to Mary L. Green, and sold to the Plaintiff for $50.05, all of which has been paid.

(6) Certificate No. 3091 — Lots 13, 14, Sec. 77, as situated Green Haven, Third Election District, and assessed to M. Cushner, and E. Deckelbaum, and sold to the Plaintiff for $85.00, of which sum $84.70 has been paid.

(7) Certificate No. 3211 — Lot 7 Sec. 2, as situated on the Plat of 196 acre tract, nr. Jacobsville, Third Election District, and assessed to Jos. H. and E. E. Green, and sold to the Plaintiff for $33.06, all of which sum has been paid.

(8) Certificate No. 3212 — Lot 10, Blk. 24, as situated at Carrollton Manor, Third Election District, and assessed to Georgia and Robert Holdson, and sold to the Plaintiff for $23.96, all of which sum has been paid.

(9) Certificate No. 3213 — Lot 66, Blk. G, Sec. 2, as situated Stone Haven, Third Election District, and assessed to Lowell E. and C. M. Kinney, and sold to the Plaintiff for $36.72, all of which sum has been paid.

(10) Certificate No. 3214 — Lot 9, Blk. V, Plat 2, as situated at Cape St. Claire, Third Election District, and assessed to Albert J. and Anna M. Kleim, and sold to the Plaintiff for $90.00, of which sum $40.32 has been paid.

(11) Certificate No. 3217 — Lots 393-394, Sec. H, as situated at Venice on the Bay, Third Election District, and assessed to Ruth Sheppard, and sold to the Plaintiff for $33.05, all of which sum has been paid.

(12) Certificate No. 3225 — 1 Acre lot, Blk. 445, as situated at E. S. Deale Road, Churchton, Seventh Election District, and assessed to Edgar Offer, and sold to the Plaintiff for $25.66, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 13th day of July, 1962, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of September, 1962, next, warning the said Jerrold D. Griffin, Mrs. Jerrold D. Griffin, John O. Mazanek

LIBER 144 PAGE 199

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, Plaintiff	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 15,085
JERROLD D. GRIFFIN, et al., Defendants	:	

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that John O. Mazanek and Doris A. Mazanek, his wife, are entitled to redeem Certificate No. 3078 herein, which applies to Lot No. 1063, as shown on a Plat of "Sunrise Beach, Section 3", and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

Attorney's fee	$ 75.00
Title examination	25.00
Proportionate amount of Court Costs (approximate)	15.00
Proportionate amount of advertising (approximate)	32.00
Total	$ 147.00

To be paid to County Treasurer:

1958 taxes plus interest	$ 7.16
1959 taxes plus interest	6.87
1960 taxes plus interest	7.18
Cost of Sale and advertising	18.50
1961 taxes plus interest	7.66
1962 taxes plus interest	7.22
Interest to Purchaser	4.37
Total	$ 58.96

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
Attorney for Plaintiff

Patti Karger
Patti Karger
505 - 30th Street
Newport Beach, California
Attorney for Defendants John O. Mazanek and Doris A. Mazanek, his wife

FILED
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33

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	Equity No. 15,085
vs.	:	
JERROLD D. GRIFFIN, et al.,	:	
Defendants	:	
	:	

ORDER OF COURT

Upon consideration of the foregoing Stipulation and Agreement, it is this 13rd day of August, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for redemption of Certificate No. 3078, which applies to Lot No. 1063, as shown on a Plat of "Sunrise Beach, Section 3", is as follows:

To be paid to Plaintiff:

Attorney's fee	$ 75.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising (approximate)	32.00
Total	$147.00

To be paid to County Treasurer:

1958 taxes plus interest	$ 7.16
1959 taxes plus interest	6.87
1960 taxes plus interest	7.18
Cost of Sale and advertising	18.50
1961 taxes plus interest	7.66
1962 taxes plus interest	7.22
Interest to Purchaser	4.37
Total	$ 58.96

George Sachse
Judge

FILED
1962 AUG 23 AM 11:37

34

LIBER 144 PAGE 201

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
vs.	:	Equity No. 15,085
JERROLD D. GRIFFIN, et al.,	:	
	:	
Defendants	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 3078 covering property known as Lot No. 1063, as shown on a Plat of "Sunrise Beach, Section 3", redeemed from this proceeding.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

Filed August 23-1962

35

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	Equity No. 15,085
JERROLD D. GRIFFIN, et al., Defendants	:	

ANSWER AND DISCLAIMER OF MONUMENTAL LIFE INSURANCE CO., and HOWARD CALVERT BREGEL, ASSIGNEE FOR PURPOSE OF FORECLOSURE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

For answer and disclaimer to the Bill of Complaint filed herein, Monumental Life Insurance Co., a body corporate, and Howard Calvert Bregel, Assignee for purposes of foreclosure, say as follows:

1. Neither Monumental Life Insurance Co., a body corporate, nor Howard Calvert Bregel, Assignee for purposes of foreclosure in Equity No. 8340 in the Circuit Court for Anne Arundel County, claim any interest in and to Lots Nos. 393 and 394, Sec. A, as shown on a Plat of Venice on the Bay, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 38, and which said two lots of ground were sold for non-payment of taxes on Oct. 10, 1960, and covered by Tax Sale Cert. No. 3217, which has been filed in these proceedings, and for reason therefor say as follows:

2. When the mortgage foreclosure proceedings were held in Equity No. 8340, which was on a mortgage given by Venice Development Company to the Real Estate Trustee, Inc., and which said mortgage was dated May 28, 1926, and recorded in Liber W.M.B. No. 32, folio 135, it was not the intention of Monumental Life Insurance Company, the mortgagee and purchaser under the aforesaid mortgage sale, nor was it the intention of Howard Calvert

1962 SEP 20 PM 1:54

Bregel, Assignee for purposes of foreclosure, to sell, or claim to sell, or claim any title in and to said Lots Nos. 393 and 394, Section A, Venice on the Bay, and which said lots had been sold and conveyed by the Venice Development Company after the giving of the aforesaid mortgage and prior to the foreclosure sale; and further, they say that the deed dated June 24, 1942, and recorded in Liber J.H.H.No. 262, folio 346, from Howard Calvert Bregel, Assignee, to Monumental Life Insurance Company, a body corporate, was intended to except the aforesaid two lots from the terms of the said conveyance.

WHEREFORE, having fully answered and disclaimed, Monumental Life Insurance Company prays that it may be hence dismissed from these proceedings, with all of its proper costs.

MONUMENTAL LIFE INSURANCE COMPANY

By Allen A. Davis, Jr.
Allen A. Davis, Jr. Vice-Pres.

ATTEST:

Asst. Secretary
G. E. Hancock

Howard Calvert Bregel
Howard Calvert Bregel
Assignee for Purposes of Foreclosure
Equity No. 8340

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

ALLEN A. DAVIS, JR.
, being first duly sworn and on oath deposes and says that he is Vice-President of Monumental Life Insurance Co., a body corporate, and that he is duly authorized as such to execute the foregoing Answer and Disclaimer, and that he knows the contents thereof and verily believes the same to be true.

AS WITNESS my hand and Notarial Seal, this 12th day of September, 1962.

Anne H. Rakas
Anne H. Rakas, Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

Howard Calvert Bregel, Assignee for purposes of foreclosure in Equity No. 8340, being first duly sworn and on oath deposes and says that he knows the contents of the foregoing Answer and Disclaimer by him subscribed, and verily believes the same to be true.

AS WITNESS my hand and Notarial Seal.

Notary Public

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LIBER 144 PAGE 204

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR ANNE ARUNDEL COUNTY
vs.	*	
JERROLD D. GRIFFIN, et al	*	
Defendants	*	EQUITY NO. 15, 085

ANSWER AND DISCLAIMER

Answering the Bill of Complaint, the United States of America, by Joseph D. Tydings and Robert W. Kernan, its attorneys, says:

1. That the United States of America disclaims any further interest in Lots No. 20 and No. 21, Section 5, as shown on a Plat entitled "Plat of part of Riviera Beach". (Plat Book 4, folio 39).

Joseph D. Tydings
United States Attorney
407 Post Office Building
Baltimore 2, Maryland

Robert W. Kernan
Assistant United States Attorney
407 Post Office Building
Baltimore 2, Maryland

FILED

1962 OCT 25 AM 10:27

38

LIBER 144 PAGE 205

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
JERROLD D. GRIFFIN, ET AL	*	EQUITY NO. 15,085
Defendants		

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, President of Southern Municipal Corporation, Inc., Plaintiff herein, and made oath in due form of law that:

1. The Defendants, Cape St. Claire Improvement Association, Inc. and the Anne Arundel County Board of Commissioners, being bodies corporate, are not in the military service.

2. He has made inquiry concerning the other Defendants herein, and from such inquiry is advised and believes, and therefore avers that he has no information that any of them are in the military service, and therefore avers that none of the Defendants are in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Subscribed and sworn to before me this 3rd day of December, 1962.

Mary Harrison

Mary Harrison - Notary Public

FILED

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39

LIBER 144 PAGE 206

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.	*	EQUITY NO. 15,085
JERROLD D. GRIFFIN, ET AL		
Defendants		

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident Defendants, Jerrold D. Griffin, Mrs. Jerrold D. Griffin and Daniel Brown, as evidenced by the envelopes of returned letters, filed herewith, and made a part hereof.

2. That the said certified letter mailed to W. D. Brown at 2253 North 13th Street, Philadelphia 13, Pennsylvania, was returned marked "addressee unknown".

3. That the certified letters mailed to Jerrold D. Griffin and Mrs. Jerrold D. Griffin were returned "unclaimed".

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Subscribed and sworn to before me this 3rd day of December, 1962.

Mary Harrison
Mary Harrison - Notary Public

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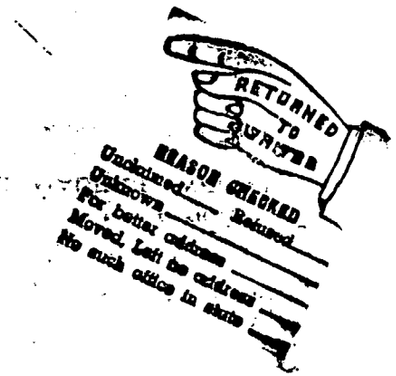
40

FORM

JUL 19 1962

Return Receipt Requested



LIBER 144 PAGE 207

Mr. W. D. Brown
~~2253 N. 13th Street~~
Philadelphia 13, Pa.

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Addressee
Unknown

41

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

Certified Mail
Return Receipt Requested

CERTIFIED
No. 451942
MAIL

Mrs. Jerrold D. Griffin
351 S. 7th Street
Richmond, California

RETURNED TO SENDER
UNCLAIMED
Unclaimed
Unknown
Insufficient Address
Moved, Left No Address
No Such Number/Street/Office in This City/State
Do not remail in this envelope

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

CERTIFIED
No. 451943
MAIL

Jerrold D. Griffin
351 S. 7th Street
Richmond, California

RETURNED TO SENDER
UNCLAIMED
Unclaimed
Unknown
Insufficient Address
Moved, Left No Address
No Such Number/Street/Office in This City/State
Do not remail in this envelope

LIBER 144 PAGE 208

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT.
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.	*	EQUITY NO. 15,085
JERROLD D. GRIFFIN, ET AL		
Defendants		

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 10th day of October, 1960, for non-payment of taxes due for the years 1957 and 1958.

And it further appearing that the United States of America and Monumental Life Insurance Company have filed an answer herein disclaiming any interest in the property herein.

And it further appearing that the Defendants, Jerrold D. Griffin and Mrs. Jerrold D. Griffin, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, James E. Barton, Elizabeth C. Barton, Cape St. Claire Improvement Association, Inc., and Anne Arundel County Board of Commissioners, have been returned "summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Mary L. Green, Milton M. Cushner, Evelyn Deckelbaum, James H. Green, aka Joseph H. Green, Edith E. Green, Georgia Holdson, Robert Holdson, Lowell E. Kinney, Catherine

M. Kinney, Albert J. Keim, aka Albert J. Kleim, aka Albert J. Klein, and Anna M. Keim, aka Anna M. Kleim, aka Anna M. Klein, Ruth Sheppard, John W. Ross, Robert J. McGregor, Edgar Offer and S. Roland White, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, Daniel Brown, have been returned twice "mortius est" and once "non est".

And it further appearing that all of the aforesaid Defendants, except as otherwise set out above, have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within said Defendants could so appear and file an answer having now expired, it is thereupon this 4th day of ~~November~~ December, 1962, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the books of the County Treasurer and sold to the Plaintiff on the 10th day of October, 1960.

George Sachse

JUDGE

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44

SOUTHERN MUNICIPAL CORPORATION a body corporate	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	EQUITY NO. 15,085
vs.	*	
JERROLD D. GRIFFIN, ET AL	*	
Defendants	*	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the United States of America and Monumental Life Insurance Company have filed answers herein disclaiming any interest in the subject property.

And it further appearing that the Defendants, Jerrold D. Griffin and Mrs. Jerrold D. Griffin, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, James E. Barton, Elizabeth C. Barton, Cape St. Claire Improvement Association, Inc., and the Anne Arundel County Board of Commissioners, have been returned "summonsed," as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Mary L. Green, Milton M. Cushner, Evelyn Deckelbaum, James H. Green, aka Joseph H. Green, Edith E. Green, Georgia Holdson, Robert Holdson, Lowell E. Kinney, Catherine M. Kinney, Albert J. Keim, aka Albert J. Kleim, aka Albert J. Klein, and Anna M. Keim, aka Anna M. Kleim, aka Anna M. Klein, Ruth Sheppard, John W. Ross, Robert J. McGregor, Edgar Offer and S. Roland White, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this

Court directed to the Defendant, Daniel Brown, have been returned once "non est" and once "mortius est", as to the Parole Street, Parole, Maryland address and have been returned twice "mortius est", as to the 1916 Druid Hill Avenue, Baltimore address.

And it further appearing that a Decree Pro Confesso was entered herein on the 4th day of December, 1962, against all of the aforesaid Defendants hereinabove mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County sitting in equity, this 9th day of January, 1963,

ADJUDGED, ORDERED and DECREED, that all the rights of redemption to the properties mentioned herein of the Defendants, United States of America, Monumental Life Insurance Company, Jerrold D. Griffin and Mrs. Jerrold D. Griffin, James E. Barton, Elizabeth C. Barton, Cape St. Claire Improvement Association, Inc., Anne Arundel County Board of Commissioners, Mary L. Green, Milton M. Cushner, Evelyn Deckelbaum, James H. Green, aka Joseph H. Green, Edith E. Green, Georgia Holdson, Robert Holdson, Lowell E. Kinney, Catherine M. Kinney, Albert J. Keim, aka Albert J. Kleim, aka Albert J. Klein, Anna M. Keim, aka Anna M. Kleim, aka Anna M. Klein, Ruth Sheppard, John W. Ross, Robert J. McGregor, Edgar Offer, S. Roland White and Daniel Brown, and all the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 10th day of October, 1960,

for non-payment of taxes for the years 1959 and 1960, to wit:

(1) Certificate No. 3077 - Lot 16, Block 14, Plat 2, J.H.H. #824-300, as situated at Oyster Harbor and assessed to Jerrold D. Griffin.

(2) Certificate No. 3079 - Lots 20 - 21, Sec. 5, G.T.C. 1128-297, as shown on the Plat of Riviera Beach and assessed to Jos. E. & Elizabeth C. Barton.

(3) Certificate No. 3082 - 1 lot, Blk. 632, as situated at Parole St. S.S. Solomon Rd. and assessed to Daniel Brown.

(4) Certificate No. 3083 - 1 lot, .32 ac. Blk. 245, as situated at W. S. Elizabeth Rd. Jacobsville, and assessed to Mary L. Green.

(5) Certificate No. 3091 - Lots 13, 14, Sec. 77 as situated Greenhaven and assessed to M. Cushner and E. Deckelbaum.

(6) Certificate No. 3211 - Lot 7, Sec. 2 as situated on the Plat of 196 acre tract, nr Jacobsville and assessed to Jos. H. & E. E. Green.

(7) Certificate No. 3212 - Lot 10 Blk 24 as situated at Carrollton Manor and assessed to Georgia & Robert Holdson.

(8) Certificate No. 3213 - Lot 66 Blk. G, Sec 2 as situated Stonehaven and assessed to Lowell E. & C. M. Kinney.

(9) Certificate No. 3214 - Lot 9 Blk. V Plat 2 as situated at Cape St. Claire and assessed to Albert J. & Anna M. Klein and Albert J. and Anna M. Kleim.

(10) Certificate No. 3217 - Lots 393 - 394 Sec. A as situated at Venice on the Bay and assessed to Ruth Sheppard.

(11) Certificate No. 3225 - 1 acre Lot Blk. 445, as situated at E. S. Deale Road, Churchton and assessed to Edgar Offer.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject, and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff, in these proceedings, a deed of conveyance to the aforesaid lots and

parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer, such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

George Sachse

JUDGE

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LIBER 144 PAGE 215

IN THE MATTER OF THE SALE	:	EQUITY NO.
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF AXEL H. PELANDER, DIVORCED	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . No: 15,278 Equity

MR. CLERK:

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

George E. Rullman

George E. Rullman
Attorney named in Mortgage

1952 NOV -7 P 1:13

COUNTY FORM

BOOK 1562 PAGE 431

No. 15,238 Equity

This Mortgage,

Made this 9th day of May, in the year one thousand, nine hundred and sixty-two (1962), Between Axel H. Pelander, divorced,

LIBER 144 PAGE 216

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance in the sum of Two Thousand Eight Hundred ($2,800.00)----------Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment on or before the first day of each month from date hereof commencing on the first day of June, 19 62.

(A) of the sum of Twenty-three and 63/100 ($23.63)----------Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of Eleven and 37/100 ($11.37)----------Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

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

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

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

2

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 28, 29, 30 and 51, Block D, Snug Harbor, as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 8.

BEING the same property conveyed to the Mortgagor herein by Carl E. Pelander and Isabelle N. Pelander, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

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

LIBER 1562 PAGE 218
BOOK 144 PAGE 433

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

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

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50. and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor , his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hand and seal of the said Mortgagor.

Witness:

Madolin Ross
Madolin Ross

Axel H. Pelander (SEAL)
Axel H. Pelander

(SEAL)

(SEAL)

(SEAL)

LIBER 144 PAGE 219

BOOK 1562 PAGE 434

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit :

I HEREBY CERTIFY that on this 9th day of May, 1962, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Axel H. Pelander, divorced,

the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Madolin Ross
Madolin Ross Notary Public.

My Commission expires May 6, 1963. 10.00

Rec'd for record May 9, 1962 at 3:33 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

Axel H. Pelander, divorced,

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

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

1962 MAY -9 PM 3:33

10.00

LIBER 144 PAGE 220

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
AXEL H. PELANDER, DIVORCED	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . No. 15,278 Equity

AFFIDAVIT

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

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

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

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

George E. Rullman

George E. Rullman, Attorney & Agent
Affiant

SUBSCRIBED AND SWORN TO before me this 7th day of November, 1962.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

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6

GEORGE W. SCIBLE. . . . . .AUCTIONEER

PUBLIC SALE

No. 15,278 Equity

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING, CONTAINING THREE ROOMS AND BATH, HAVING APPROVED ROOF, OIL HEAT, LOCATED AT SNUG HARBOR.

Under and by virtue of the power of sale contained in a Mortgage from Axel H. Pelander, divorced, dated May 9, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 431, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, DECEMBER 4, 1962

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

the following described property; namely:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 28, 29, 30 and 51, Block D, Snug Harbor, as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 8.

BEING the same property conveyed to Axel H. Pelander, divorced, by Carl E. Pelander and Isabelle N. Pelander, his wife, by deed dated April 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 429.

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

GEORGE E. RULLMAN

Attorney named in Mortgage

140 South Street, Annapolis, Maryland

1962 NOV -7 PM 1:43

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
AXEL H. PELANDER, DIVORCED.	:	FOR
	:	ANNE ARUNDEL COUNTY

No. 15,278 Equity

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$ 2,800.00
(No principal payments)	
Interest from June thru November 30, 1962	85.85
Total due on Mortgage debt	2,885.85
Less Amount in Expense Account.	46.60-
Total Mortgage Claim	$ 2,839.25

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

I Hereby Certify that on this 7th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

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No. 15,278 Equity

MORTGAGEES OR ATTORNEYS BOND.

LIBER 11 PAGE 483

LIBER 144 PAGE 223

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

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of November, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Axel H. Pelander, divorced, to First Federal Savings and Loan Association of ~~to~~ Annapolis

bearing date the 9th day of May, 1962

and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber G.T.C. No. 1562 Folio 431 and

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

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

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch

Attorney in fact

As to Surety

Mary F. Whedbee

Mary F. Whedbee

Rose M. Bausch

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Bond approved this 9th day of November, 1962

Lewis H. Phipps, Clerk

LIBER 144 PAGE 224

GEORGE W. SCIBLE . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING, CONTAINING THREE ROOMS AND BATH, HAVING APPROVED ROOF OIL HEAT, LOCATED AT SNUG HARBOR.

Under and by virture of the power of sale contained in a Mortgage from Axel H. Pelander, divorced, dated May 9, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 431, the undersigned, Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, DECEMBER 4, 1962

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

the following described property; namely:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING known and designated at Lots Nos. 28, 29, 30 and 51, Block D, Snug Harbor, as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 8.

BEING the same property conveyed to Axel H. Pelander, divorced, by Carl E. Pelander and Isabelle N. Pelander, his wife, by deed dated April 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 429.

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

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

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1962 DEC -4 PM 3:57

10

I HEREBY CERTIFY that I bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 4, 1962 at 10:30 o'clock a.m., at and for the sum of Three Thousand Three Hundred Fifty Dollars ($3,350.00), I then and there being the highest bidder therefor, and I agree to comply with the terms of sale as expressed on the reverse side hereof.

Minnie H. Eareckson

Minnie H. Eareckson, Purchaser

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

I HEREBY CERTIFY that on this 4th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Minnie H. Eareckson, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase she was not acting as agent for anyone.

2. That there is no other person interested in this purchase and that she will hold title to this real estate in her individual name.

3. That she has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

Minnie H. Eareckson

Minnie H. Eareckson, Purchaser

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

I HEREBY CERTIFY that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, December 4, 1962, to Minnie H. Eareckson, at and for the sum of Three Thousand Three Hundred Fifty Dollars ($3,350.00), she then and there being the highest bidder therefor. I further certify that the sale was fairly made.

George W. Scible

George W. Scible, Auctioneer

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IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT

THE MORTGAGED REAL ESTATE OF : FOR ANNE ARUNDEL COUNTY

AXEL H. PELANDER, DIVORCED : EQUITY NO. 15,278

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a Mortgage from Axel H. Pelander, divorced, dated May 9, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 431, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 4, 1962 at 10:30 o'clock, a.m., and then and there sold the property to Minnie H. Eareckson at and for the sum of Three Thousand Three Hundred Fifty Dollars ($3,350.00), she then and there being the highest bidder therefor, which property is described as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 28, 29, 30 and 51, Block D, Snug Harbor, as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 8.

BEING the same property conveyed to Axel H. Pelander, divorced, by Carl E. Pelander and Isabelle N. Pelander, his wife, by deed dated April 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 429.

LIBER 144 PAGE 220

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

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

Respectfully submitted,

George E. Rullman

George E. Rullman, Attorney named in Mortgage

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

I Hereby Certify that on this 4th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FRANKLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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ORDER NISI

LIBER 144 PAGE 228

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF AXEL H. PELANDER, Divorced

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,278 Equity

Ordered, this 4th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of January next.

The report states that the amount of sale was $ 3,350.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.

For the Evening Capital (Dec. 7, Edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF AXEL H. PELANDER, Divorced

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1963 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.

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George Sachse JUDGE.

14

Public Sale

Of Valuable Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME DWELLING, CONTAINING THREE ROOMS AND BATH HAVING APPROVED ROOF, OIL HEAT, LOCATED AT SNUG HARBOR.

Under and by virtue of the power of sale contained in a Mortgage from Axel H. Pelander, divorced, dated May 9, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 431, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tues., Dec. 4, 1962
at 10:30 o'clock A.M.

the following described property; namely:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 28, 29, 30 and 51, Block D, Snug Harbor, as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 8.

BEING the same property conveyed to Axel H. Pelander, divorced, by Carl E. Pelander and Isabelle N. Pelander, his wife, by deed dated April 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1562, Folio 429.

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

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

N-30

15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 229

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1962

We hereby certify, that the annexed Public Sale

Axel H. Pelander

was published in

Evening Capital

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

FILED
1962 DEC 11 PM 4:31

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

JEF 144 PAGE 230

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,278 Equity

In the Matter of the Sale of the Mortgaged Real Estate of AXEL H. PELANDER, Divorced

Ordered, this 4th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of January next.

The report states that the amount of sale was $3,350.00.

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

D-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,278

Axel H. Pelander

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 8th day of January, 1963. The first insertion being made the 7th day of December, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 JAN -8 PM 2:45

No. E. C. 33866

16

LIBER 144 PAGE 231

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF AXEL H. PELANDER, Divorced

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,278 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
1963 JAN 17 PM 3:43

All of which is respectfully submitted.

January 17, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of February, 1963, 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: clk, deputy

FILED
1963 FEB -4 AM 9:43

17

Dr. Mortgaged Real Estate of Axel H. Pelander, divorced LIBER 144 PAGE 232

In Acct. with George E. Rullman, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of Sale	3,350	00			
By	Interest, 6%, on deferred payment, $2,850.00 from 12/4/62 to 1/10/63	17	10			
By	Adjustment, 1962 Real Estate Taxes, 12/4/62 to 12/31/62	4	81			
				3,371	91	
To	Attorney, for fee, viz.	50	00			
To	Attorney, for commissions, viz.	130	50			
				180	50	
To	Attorney, for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	28	00			
	Auditor, this account	25	00			
				63	00	
To	Attorney, for disbursements, viz.					
	Capital-Gazette Press, Inc.					
	Advertisement & Nisi - Sale	74	52			
	Speer Publications Inc. - handbills	17	00			
	National Surety Corporation - bond	16	00			
	George W. Scible- Auctioneer's fee	35	00			
	Notary fees	2	00			
				144	52	
To	First Federal Savings & Loan Association of Annapolis, Mortgagee,					

		in full, as per Mortgage claim				
		filed	2,839	25		
		Interest, 6%, on principal balance,				
		$2,800.00 from 12/1/62 to 2/1/63	28	00		
					2,867	25
	To	Axel H. Pelander, Mortgagor, excess			116	64
					3,371	91

LIBER 144 PAGE 234

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE HUGH	*	FOR
STANTON AND DORIS M. STANTON,	*	ANNE ARUNDEL COUNTY
HIS WIFE	*	NO. 15,206 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage.
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

FILED

1962 SEP 28 PM 3:04

LIBER 144 PAGE 235 BOOK 1333 PAGE 442 No. 15,206

PURCHASE MONEY

This Mortgage,

Made this 19th day of September, 19 59

by and between George Hugh Stanton and Doris M. Stanton, his wife--------

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -100- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 10,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.; said sum having been used as part of the purchase price for the hereinafter described property.

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

BEING known and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

BEING ALSO the same property which the said Mortgagors acquired from Herbert A. Stout, Widower, by Deed of even date herewith and intended to be recorded immediately prior hereto.

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

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 50.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 50.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $10,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

George Hugh Stanton (SEAL)
George Hugh Stanton

(SEAL)

Doris M. Stanton (SEAL)
Doris M. Stanton

(SEAL)

4

LIBER 144 PAGE 238 BOOK 1333 PAGE 445

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of September, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared George Hugh Stanton and Doris M. Stanton, his wife ----------

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh---------- the------ President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman
AMELIA H. TUBMAN Notary Public

11.00

Rec'd for record Sept 23, 1959 at 2:36 P.M.
Mailed to John Demyan, Jr.

PURCHASE MONEY
Mortgage

FROM
GEORGE HUGH STANTON and
DORIS M. STANTON,
his wife

TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3758

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 SEP 23 PM 2:36
& RECORDED IN LIBER GTC
NO 1333 FOLIO 444 2
GEO. I. CROMWELL, CLERK

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

Traced

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

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

ATTEST:

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

..... By ....
Secretary. President.

FILED
1962 SEP 28 PM 3:04

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
GEORGE HUGH STANTON AND
DORIS M. STANTON, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,206 EQUITY

LIBER 144 PAGE 239

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr. and made oath in due form of law that he (she) knows the defendants herein and that to the best of his (her) knowledge, information and belief

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

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

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

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

John D. Demyan Jr.
Affiant
JOHN DEMYAN JR.

Subscribed and sworn to before me this 28th day of September 1962.

Kathryn M. Conboy
Notary Public

Kathryn M. Conboy
ANNE ARUNDEL COUNTY

1962 SEP 28 PM 3:19

5

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE HUGH	*	FOR
STANTON AND DORIS M. STANTON,	*	ANNE ARUNDEL COUNTY
HIS WIFE	*	NO. 15,206 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 10,000.00
Interest from the 3oth day of April, 1962 to the 31st day of October, 1962.	$ 281.50	
Late fines from the 31st day of May, 1962 to the 31st day of October, 1962.	94.00	375.50
		$ 10,375.50
Dues paid to date		249.94
Total amount due under Mortgage		$ 10,125.56

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

By Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21 day of September 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary, of the Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the foregoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public
Kathryn M. Conboy

FILED
1962 SEP 28 PM 3:04

LIBER 144 PAGE 240

No. 15,206 Equity

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BER 11 PAGE 474

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

144 PAGE 241

Bond No. 384559

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand Dollars ($11,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of October, 1962.

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

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

Signed, sealed and delivered
in the presence of:

Kathryn M. Conboy
Kathryn M. Conboy

John Demyan (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

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

The above bond is this 22nd day of October, 1962 at 2:16 o'clock P.M. approved.

Louis N. Phipps Clerk

FILED
OCT 22 PM 2:16

7

ROBERT H. CAMPBELL - - - - - - Auctioneer

MORTGAGE SALE

LIBER 144 PAGE 242

OF VALUABLE

Fee Simple Property

Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

PROPERTY LOCATED AT HERALD HARBOR SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George Hugh Stanton and Doris M. Stanton, his wife, dated September 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1333, folio 442 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, OCTOBER 23, 1962

AT 11 O'CLOCK A.M.

All those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

BEING ALSO the same property which the said Mortgagors acquired from Herbert A. Stout, Widower, by Deed dated September 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1333, folio 440.

IMPROVEMENTS: Frame dwelling with carport.

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

FILED
1962 OCT 24 PM 12:23

JOHN DEMYAN, JR.
Attorney named in Mortgage.

UNION LABEL

8

LIBER 144 PAGE 243

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss

I HEREBY CERTIFY, that on this 23rd day of October, 1962; before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred.W.Kuethe,Agent for Catherine K.Anderson, who first being duly sworn, made oath in due for of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $10,750.00; a deposit of $ 750.00, made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill.;said sale was fairly made.

2. That he is an agent acting for Catherine K.Anderson Rt.1,Box 112,Crownsville, Maryland----------, his principal.

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

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property.said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

Kathryn M. Conboy (SEAL)
Notary Public

Catherine K.Anderson
Principal
Route 1, Box 112
Crownsville,P.O.Maryland

Fred.W.Kuethe,Agent for
Catherine K.Anderson

ACCEPTED:

JOHN DEMYAN,JR,Attorney named in Mortgage

RECORDED
1962 OCT 24 PM 12:13

9

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE HUGH * FOR
STANTON AND DORIS M. STANTON, * ANNE ARUNDEL COUNTY
HIS WIFE * " NO. 15,206 EQUITY

1959 LIB 1333 FOL 442

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from George Hugh Stanton and Doris M. Stanton, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1333, folio 442; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Herald Harbor, Maryland, Tuesday, October 23, 1962, at 11 o'clock A.M., and then and there sold the said property to Catherine K.Anderson,Rt.1,Box 112,Crownsville,MD. at and for the sum of, Ten Thousand Seven Hundred and Fifty ----- ($10,750.00)Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described a s follows:

BEING KNOWN and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor,

FILED

1962 OCT 24 PM 12:23

10

recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

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

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

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

Respectfully submitted

John Demyan, Jr., Attorney named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23 day of October 1962; before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief; and that said sale was fairly made to the highest bidder therefore.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy Notary Public

Kathryn M. Conboy

KATHRYN M. CONBOY NOTARY PUBLIC ANNE ARUNDEL COUNTY

11

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GEORGE HUGH STANTON
AND DORIS M. STANTON, HIS WIFE
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

LIBER 144 PAGE 246

No. 15,206 Equity

Ordered, this 24th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, JR., ATTORNEY NAMED IN MORTGAGE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of December next.

The report states that the amount of sale was $10,750.00

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

JOHN DEMYAN, JR., ATTY.
(Final Order)
FOR: MARYLAND GAZETTE Nov. 1st Edition

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GEORGE HUGH STANTON
AND DORIS M. STANTON, HIS WIFE
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of December, 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 DEC -4 PM 3:28

12

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway,
Glen Burnie, Mary.

Mortgage Sale

Of Valuable Fee Simple Property

Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. 3, folio 32; now recorded in Plat Book 4, folio 15.

Property located at Herald Harbor, Second Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George Hugh Stanton and Doris M. Stanton, his wife, dated September 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1333, folio 442 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tues, Oct. 23, 1962
at 11 o'clock A.M.

All those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

BEING ALSO the same property which the said Mortgagors acquired from Herbert A. Stout, Widower, by Deed dated Septemtember 19, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. 1333, folio 440.

IMPROVEMENTS: Frame dwelling with carport.

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

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

O-18

No. M. C

13

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 247

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1962

We hereby certify, that the annexed

Mortgage Sale

George Hugh Stanton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of October, 1962 The first insertion being made the 27th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 248

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,206 Equity

In the Matter of the Mortgaged Real Estate of GEORGE HUGH STANTON and DORIS M. STANTON, his wife

Ordered, this 24th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, JR., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of December next.

The report states that the amount of sale was $10,750.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 15,206

George Hugh Stanton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of December, 1962. The first insertion being made the 1st day of November, 1962

FILED

1962 NOV 28 PM 12:30

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 33763

By H. Tilghman

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LIBER 144 PAGE 249

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE HUGH STANTON AND DORIS M. STANTON HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,206 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
1963 JAN 17 PM 3:45

All of which is respectfully submitted.

January 17, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of February, 1963, 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: clk, deputy

FILED
1963 FEB -4 AM 9:43

15

Dr. Mortgaged Real Estate of George Hugh Stanton & Doris M. Stanton, his wife

In Acct. with John Demyan, Jr., Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale filed	10,750	00		
	By	Interest, 7%, on deferred payment, $10,000.00 from 10/23/62 to 1/4/63	128	78		
	By	Adjustment, 1962 taxes 10/23/62 to 12/31/62	38	66		
					10,917	44
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commissions, viz.	352	50		
					402	50
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	22	50		
					60	50
	To	Attorney for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	81	52		
		Speer Publications, Inc. - handbills	18	03		
		Royal Indemnity Company - bond	44	00		
		Robert H. Campbell - Aucitoneer's fee	45	00		
		½ Federal & State Revenue stamps	18	15		
					206	70
	To	Glen Burnie Savings & Loan Association of Anne Arundel County				

Mortgagee, on account of Mortgage claim			10,247 74
			10,917 44
Balance due on Mortgage, as per claim filed	10,125 56		
Interest, 6%, on principal balance, $9,750.06, from 11/1/62 to 2/1/63	146 25		
	10,271 81		
Credit amount allowed above	10,247 74		
This amount subject to decree in personam	24 07		

LIBER 144 PAGE 252

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARLE V. TRUEHEART and

CATHERINE M. TRUEHEART, his wife

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

Case No. .....

Filed .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 28th day of September A.D. 1955 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 10,300.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an Affidavit by Dwight F. Brunk, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "Petitioner's Exhibit No. 2" and prayed to be taken as a part of this Petition.

That default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

(William F. Podlich)

Attorney for Plaintiff

FILED

1962 OCT 26 AM 10:08

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

PETITIONER'S EXHIBIT NO. 1

This Mortgage, made this 28 day of September, in the year one thousand nine hundred and fifty-five, between EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife, - - - - - - - - - - - of - - - - - - - - - - - - - - - - Anne Arundel County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife, - the sum of TEN THOUSAND THREE HUNDRED and no/100 ($10,300.00) - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five and one-half (5½%) per cent per annum, in the manner following:

By the payment of Sixty-three and 30/100 ($63.30) - - - - - - - - - - - - - - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife, - - - - - - - - - - do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County - , State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Fifteen (15), fronting on the east side of Nottingham Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Dixie Corporation unto the Mortgagors herein.

FILED

1962 OCT 26 AM 10:08

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Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~[illegible]~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars, payable in even and equal half-yearly installments on the 7th days of March and September in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

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

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

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

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

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

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

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

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

LIBER 969 PAGE 350 LIBER 144 PAGE 256

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

(Thelma B. Breeden)

Earle V. Trueheart (SEAL)
Earle V. Trueheart

Catherine M. Trueheart (SEAL)
Catherine M. Trueheart

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 969 PAGE 351

I HEREBY CERTIFY, that on this 28th day of September in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife - - - - - - - - - - - - - - - - - - - , the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, - JOHN L. FISHER - President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(Thelma B. Breeden) Notary Public.

My commission expires on May 6, 1957

Rec'd for record Oct. 3, 1955, at 9:00 A.M.
Per George T. Cromwell, Clerk.
Mailed to Podlich & Podlich

MORTGAGE

FROM

EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 3 Oct. 19 55 at 9 o'clock A.M.
Same day recorded in Liber 969 folio 349 &c. one of the Land Records of A.A. Co.
and examined per GEORGE T. CROMWELL, Clerk.
Cost of Record $ 1.90

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

Property: Lot No. 15 Nottingham Drive

Description approved

Execution approved

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

PETITIONER'S EXHIBIT NO. 2 LIBER 144 PAGE 257

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (~~she~~) knows the defendants herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

Dwight F. Brunk

Affiant.
DWIGHT F. BRUNK

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

Elsie Curtis

Notary Public

Elsie Curtis

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

1962 OCT 26 AM 10:08

6

STATEMENT OF MORTGAGE CLAIM

LIBER 144 PAGE 258

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife

DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from the above named defendants to Aurora Federal Savings and Loan Association, a body corporate, dated the 28th day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 969, folio 347, secured by the leasehold premises therein more fully described.

Original Loan	$10,300.00
Amount repaid	1,594.98
Loan Balance	$ 8,705.02
Interest to 11-26-62	140.82
	$ 8,845.84
Expense Account credit	43.69
	$ 8,802.15

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk

Dwight F. Brunk Vice-President

Aurora Federal Savings and Loan Association INCORPORATED 1895

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 24th day of October in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK

Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Elsie Curtis Notary Public.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 OCT 26 AM 10:08

ELSIE CURTIS

LIBER 144 PAGE 259

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

CASE No. .....

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 25th day of October in the year nineteen hundred and sixty-two by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William F. Podlich be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,900.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bryon Duckett

Judge

FILED

1962 OCT 30 PM 12:12

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 144 PAGE 260 LIBER 11 PAGE 493

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOND No. 161018 62

Aurora Federal Savings and Loan Association

versus

Earle V. Trueheart and Catherine M. Trueheart, his wife

BOND OF TRUSTEE TO SELL Real Estate

No. 15,259 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, 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 Eight Thousand Nine Hundred and 00/100 - Dollars ($ 8,900.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 23rd day of November in the year of our Lord one thousand, nine hundred and sixty-two.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Earle V. Trueheart and Catherine M. Trueheart, his wife

now pending in said Court.

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

William F. Podlich

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

.... (SEAL)

.... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James R. Schaal, Attorney in Fact

Bond approved this 21 day of November, 1962

James H. Phipps, Clerk

FILED

1962 NOV 21 PM 1:51

WILLIAM F. PODLICH,
Solicitor
301 Aurora Federal Bldg
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Leasehold Property

SITUATED IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY
KNOWN AS
1119 NOTTINGHAM DRIVE

By Decree of the Cricuit Court for Anne Arundel County, passed in a cause entitled "Aurora Federal Savings and Loan Association vs. Earle V. Trueheart and Catherine M. Trueheart, his wife," the undersigned will sell, at public auction, upon the premises on

Mon., Nov. 26, 1962
at 3:00 o'clock P.M.

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

ALL that lot of ground and premises known and designated as Lot Numbered Fifteen (15) fronting on the east side of Nottingham Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, folio 48.

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

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

TERMS OF Sale: — A CASH DEPOSIT of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity; balance to bear interest at six per cent. from date of sale. Cost of Federal and State Documentary stamps, and transfer taxes, if any, to be borne by the Buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer service, if any, and all annual benefit charges or assessments imposed for public improvements of any kind or character, shall be adjusted to the date of sale.

WILLIAM F. PODLICH, Trustee
E. T. NEWELL & CO. INC.,
Auctioneer

N-19

OFFICIAL OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 261

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed

Trustee's Sale

15,259

Earle V. Trueheart

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

THE CAPITAL-GAZETTE PRESS, INC.

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1962 NOV 28 PM 12:28

By H. Tilghman

LIBER 144 PAGE 262

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EARL V. TRUEHEART and CATHERINE M. TRUEHEART, his wife	:	Docket 20 Folio 371 Equity No. 15,259
	:	

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 26th day of November, 1962, the undersigned Auctioneer did sell the leasehold property known as No. 1119 Nottingham Drive, Lehigh, (as described in the attached Advertisement of Sale) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in The Maryland Gazette, unto E. HERBERT ZIMMERMAN, at and for the sum of EIGHT THOUSAND ONE HUNDRED, FIFTY= Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO. INC.

By _____
~~its~~ Vice President

AUCTIONEER

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 26th day of November, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of Eight thousand one hundred fifty and no/100 Dollars, of which the sum of Five Hundred and no/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer, who conducted the said sale.

_____

3233 N.E. 34th
Fort Lauderdale,
Florida

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1962 NOV 30 AM 11:14

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LIBER 144 PAGE 263

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

E. Herbert Zimmermann ~~SEAL~~
Purchaser

Notary Public

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LIBER 144 PAGE 264

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	No. 15,259 - EQUITY
vs.	:	IN THE CIRCUIT COURT FOR
EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife	:	ANNE ARUNDEL COUNTY
	:	Docket 20 - Folio 371

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William F. Podlich, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises No. 1119 Nottingham Drive (Lot No. 15, Plat of Section One of Lehigh, in the 3rd Election District of Anne Arundel County), in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, William F. Podlich, did,pursuant to said notice, on Monday, the 26th day of November, 1962, at 3:00 o'clock P.M., attend on the premises and then and there sold at Public Auction the property above referred to unto E. Herbert Zimmermann for the sum of Eight Thousand One Hundred Fifty and no/100 ($8,150.00) Dollars, he being at that figure the highest bidder therefor, to be paid in Cash upon ratification of said sale; the said property so sold being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc. and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he had received from the purchaser the deposit of Five Hundred and 00/100 ($500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee reports further that said property so sold was not owned

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1962 NOV 30 AM 11:14

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by any individual whose Military Status could or might affect the right of said Trustee to make said sale.

Said Trustee files herewith the purchaser's affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND as in duty bound, etc.

William F. Podlich

(William F. Podlich) Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 27th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal

Elsie Curtis

Elsie Curtis - Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE MD.

ORDER NISI

LIBER 144 PAGE 266

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE

versus

EARLE V. TRUEHEART AND CATHERINE M. TRUEHEART, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,259 Equity

Ordered, this 30th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM F. PODLICH, TRUSTEE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of January next.

The report states that the amount of sale was $8,150.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WILLIAM F. PODLICH, ATTY. FOR: MARYLAND GAZETTE Dec. 6th Edition

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE

versus

EARLE V. TRUEHEART AND CATHERINE M. TRUEHEART, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of January, 1963 that the sale made and reported by the 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.

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1963 JAN -9 AM 9:34

14

OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 267

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,259 Equity
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE
versus
EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, His wife

Ordered, this 30th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by WILLIAM F. BODLICH, TRUSTEE, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of January next.

The report states that the amount of sale was $8,150.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS, Clerk D-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,259 Earle V. Trueheart was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of January, 1963. The first insertion being made the 6th day of December, 1962.

FILED 1963 JAN -8 PM 2:45

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 33231

15

LIBER 144 PAGE 268

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

EARLE V. TRUEHEART and
CATHERINE M. TRUEHEART, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,259 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.
January 29, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of February, 1963, 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 Y. Phipps
Clerk
Per: [illegible], deputy

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LIBER 144 PAGE 269

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, EARLE V. TRUEHEART and CATHERINE M. TRUEHEART, his wife vs.

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
Nov.	26	Proceeds of Sale	8,150	00		
		Interest on deferred payment of $7,650.00				
		from 11/26/62 to 1/22/63	72	68	8,222	68
		Refund 1962 County & State taxes (174.46) 11/26/62 to 12/31/62 - 1 month, 4 days	16	48		
		Refund 1962 Sanitary Commission charges (52.50) 11/26/62 to 12/31/62 - 1 month, 4 days	4	96	21	44
					8,244	12
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	276	68	311	68
		To Trustee for Court Costs, viz:				
		Plaintiff's solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Trustee for expenses, viz:				
		Maryland Gazette - advertising sale	66	52		
		Maryland Gazette - Order nisi, sale	15	00		
		E.T.Newell & Co. - auctioneer fee	75	00		
		U.S.Fidelity & Guaranty Co.-Bond premium	35	60		
		Elsie Curtis - notary fees	1	50		
		Water Rent - adj. 10/1/62 to 11/26/62	6	33		
		Ground Rent - adj. 9/7/62 to 11/26/62	23	70	223	65
		To Aurora Federal Savings & Loan Assn.				
		this balance on account of claim filed	7,648	29	7,648	29
					8,244	12

Amount of Mortgage claim filed	8,802	15	
Interest on principal balance of $8,705.02 from 11/26/62 to 2/13/63 - 79 days @ 5½%	103	42	
	8,905	57	
Cr.-amount allowed above	7,648	29	
Balance subject to decree in personam	1,257	28	

LIBER 144 PAGE 271

Docket 20 Folio 384
Case No. 15,284
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 30th day of March A.D. 1960 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,100.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an Affidavit by Dwight F. Brunk, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "Petitioner's Exhibit No. 2" and prayed to be taken as a part of this Petition.

That default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

William F. Podlich

(William F. Podlich)

Attorney for Plaintiff

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(7)

No. 15,284 Equity

LIBER 144 PAGE 272

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1380 PAGE 483

42308

PETITIONER'S EXHIBIT NO. 1

This Mortgage, made this 30 day of March

in the year one thousand nine hundred and sixty, between

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife, ---------- of

Anne Arundel County ---------- , in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife, ----------

the sum of Ten Thousand One Hundred and 00/100 ($10,100.00) ---------- dollars,

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

By the payment of Seventy-two and 40/100 ($72.40) ----------dollars on or before the - 20th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife, ----------

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in 3rd Election District of Anne Arundel County,

State of Maryland, and described as follows:

ALL THAT lot of ground and premises known and designated as Lot Numbered One Hundred Seventy-seven (177) situated on the southernmost side of Crawford Drive, as said lot is shown and designated on the Plat of Section Five (5) of LEHIGH, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1225 Crawford Drive.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from United States Land and Investment Corporation unto the Mortgagors herein.

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1962 NOV -9 AM 10:31

BOOK 1380 PAGE 484

LIBER 144 PAGE 273

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars payable in even and equal half-yearly installments on the 6th days of March and September in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

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

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

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

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

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

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

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

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

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

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

WITNESS the hands and seals of said Mortgagors.

TEST:

Elsie Curtis
ELSIE CURTIS

Harold Willis Crayton (SEAL)
(Harold Willis Crayton)

Dorothy Louise Crayton (SEAL)
(Dorothy Louise Crayton)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of March in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife, ----------, the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, ----------JOHN L. FISHER ---------- President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis
ELSIE CURTIS Notary Public.
My commission expires on May 1, 1961.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record March 31 1960 at 2:10 P.M.
Mailed to William F. Podlich

MORTGAGE

FROM

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife,

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock M.

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

Cost of Record $ 9.50

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

Property:
No. 1225 Crawford Drive
Description approved
Execution approved

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

PETITIONER'S EXHIBIT NO. 2

LIBER 144 PAGE 276

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket 20 Folio 384

Case No. 15,284

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (~~she~~) knows the defendants herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

Dwight F. Brunk

Affiant.

DWIGHT F. BRUNK

Subscribed and sworn to before me this 8th day of November 19 62

Elsie Curtis

Notary Public

ELSIE CURTIS

BALTIMORE, MD. NOTARY PUBLIC ELSIE CURTIS

FILED

1962 NOV -9 AM 10:31

6

STATEMENT OF MORTGAGE CLAIM

LIBER 144 PAGE 277
DOCKET 20 FOLIO 384
CASE NO. 15,284
FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD WILLIS CRAYTON and

DOROTHY LOUISE CRAYTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from the above named defendants to Aurora Federal Savings and Loan Association, a body corporate, dated the 30th day of March, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1380, folio 483, secured by the leasehold premises therein more fully described.

Original Loan	$10,100.00
Amount repaid	609.75
Loan Balance	$ 9,490.25
Interest to 12-7-62	184.62
	$ 9,674.87
Expense Account credit	120.66
	$ 9,554.21

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk
Dwight F. Brunk Vice-President

Aurora Fed. Loan Association INCORPORATED 1895

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8th day of November in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

DWIGHT F. BRUNK

Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal.

Elsie Curtis
Notary Public.
Elsie Curtis

LIBER 144 PAGE 278

DOCKET 20 FOLIO 384

CASE No. 15,284

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD WILLIS CRAYTON and

DOROTHY LOUISE CRAYTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this .....day of November .....in the year nineteen hundred and sixty-two .....by the Circuit Court for Anne Arundel .....County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William F. Podlich .....be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $9,600.00 .....Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel .....County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their .....personal representatives .....and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

FILED

1962 NOV -9 PM 3:11

9

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 144 PAGE 279

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 11 PAGE 500

Aurora Federal Savings and Loan Association

versus

Harold Willis Crayton and Dorothy Louise Crayton, his wife

No. 15,284 Equity

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Six Hundred and 00/100 - Dollars ($ 9,600.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 4th day of December in the year of our Lord one thousand, nine hundred and sixty-two.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Harold Willis Crayton and Dorothy Louise Crayton, his wife

now pending in said Court.

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

Test: Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Attorney in fact.

FILED

1962 DEC -4 AM 10:57

Bond approved this 4th day of December, 1962

Louis N. Phipps, Clerk

9

LIBER 144 PAGE 280

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	Docket 20 Folio 384
HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife	:	Case No. 15284

****

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 7th day of December, 1962, the undersigned Auctioneer did sell the leasehold property known as No. 1225 Crawford Drive, Lehigh, (as described in the attached Advertisement of Sale) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto Aurora Federal Savings and Loan Association at and for the sum of Seven Thousand Eight Hundred Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

E. T. NEWELL & CO. INC.

By _____
President - AUCTIONEER

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 7th day of December, 1962, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Trustee, at and for the sum of Seven Thousand Eight Hundred Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars, was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

Aurora Federal Sav. & Loan Ass'n

By L. C. Thomas, Agent

FILED

1962 DEC 12 AM 11:27

10

LIBER 144 PAGE 281

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. C. Thomas, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Aurora Fed. S. & L. Assn.) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Aurora Federal Savings & Loan Assn. (SEAL)
Purchaser
By: L. C. Thomas, Agent.

JOHN E. MILLER
NOTARY PUBLIC
BALTIMORE, MD.

Notary Public

FILED
1962 DEC 12 AM 11:27

LIBER 144 PAGE 282

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 15, 284 - EQUITY
vs.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife	:	Docket 20, Folio 384

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William F. Podlich, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises No. 1225 Crawford Drive (Lot No. 177, Plat of Section Five of Lehigh, in the 3rd Election District of Anne Arundel County), in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, William F. Podlich, did, pursuant to said notice, on Friday, the 7th day of December, 1962, at 3:00 o'clock P.M., attend on the premises and then and there sold at Public Auction the property above referred to unto Aurora Federal Savings and Loan Association for the sum of Seven Thousand Eight Hundred and no/100 ($7,800.00) Dollars, it being at that figure the highest bidder therefor, to be paid in Cash upon ratification of said sale; the said property so sold being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc. and which is prayed to be taken as a part of this Report.

AND the said Trustee further reports that he has received from the purchaser the deposit of Five Hundred and no/100 ($500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

FILED
1962 DEC 12 AM 11:27

12

Said Trustee reports further that said property so sold was not owned by any individual whose Military Status could or might affect the right of said Trustee to make said sale.

Said Trustee files herewith the purchaser's affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND as in duty bound, etc.

William F. Podlich
(William F. Podlich) Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 11th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Elsie Curtis - Notary Public

13

ORDER NISI

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife

LIBER 144 PAGE 284

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,284 Equity

Ordered, this 12th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of January next.

The report states that the amount of sale was $ 7,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William F. Podlich, Atty. Maryland Gazette (for Dec. 20 edition)

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of January, 1963 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

1963 JAN 23 PM 12:08

14

WILLIAM F. PODLICH, Solicitor
301 Aurura Federa[illegible]ilding
Baltimore 1, M[illegible] and

Trustee's Sale

Of Valuable Leasehold Property

SITUATED IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY KNOWN AS 1225 CRAWFORD DRIVE.

By Decree of the Circuit Court of Anne Arundel County, passed in a cause entitled "Aurora Federal Savings and Loan Association vs. Harold Willis Crayton and Dorothy Louise Crayton, his wife, the undersigned will sell, at public auction, upon the premises on

Fri., Dec. 7, 1962
at 3:00 O'clock P.M.

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

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy-Seven (177) situated on the southernmost side of Crawford Drive, as said lot is shown and designated on the Plat of Section Five (5) of Lehigh, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1225 Crawford Drive.

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

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

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

WILLIAM F. PODLICH
Trustee
E. T. NEWELL & CO. Inc.
Auctioneer

D-6

No
15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 285

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1962

We hereby certify, that the annexed

Trustee's Sale

Harold Willis Crayton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of December, 1962. The first insertion being made the 15th day of November, 1962.

FILED
1962
DEC 17 PM 4:31

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 260

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,284

Harold Willis Crayton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of January, 1963. The first insertion being made the 20th day of December, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 JAN 15 PM 1:40

No. M. G. 33993

16

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,284 EQUITY

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife

Ordered, this 12th day of December, 1962, That the sale of the property in these proceedings mentioned, made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary there of be shown on or before the 21st day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of January next.

The report states that the amount of sale was $7,800.00.

LOUIS N. PHIPPS, Clerk.

True Copy,
TEST: LOUIS N. PHIPPS
Clerk.

J-10

LIBER 144 PAGE 287

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

HAROLD WILLIS CRAYTON and
DOROTHY LOUISE CRAYTON, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,284 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.

1963 JAN 30 PM 12:04 FILED

All of which is respectfully submitted.
January 30, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of February, 1963, 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.

James H. Phipps Clerk
Clerk
Per: [signature], deputy

FILED
1963 FEB 15 PM 2:00

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate vs.
HAROLD WILLIS CRAYTON and DOROTHY LOUISE CRAYTON, his wife,

In Acct. with WILLIAM F. PODLICH, Trustee

					Cr.	
1962						
Dec.	7	Proceeds of Sale	7,800	00		
		Interest on deferred payment of $7,300.00				
		from 12/7/62 to 1/25/63	59	62	7,859	62
		Refund 1962 County & State taxes (161.15) 12/7/62 to 12/31/62 - 24 days	10	30		
		Refund 1962 Sanitary Commission charges (52.50) 12/7/62 to 12/31/62 - 24 days	3	35	13	65
					7,873	27
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz;	265	79	300	79
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Trustee for expenses, viz:				
		Maryland Gazette - advertising sale	68	24		
		Maryland Gazette - Order nisi, sale	15	00		
		E.T.Newell & Co. - Auctioneer fee	25	00		
		U.S. Fidelity & Guaranty Co.-bond premium	19	20		
		Elsie Curtis - notary fees	2	00		
		Water rent adj.-11/14/62 to 12/7/62 (18.00)	1	15		
		Ground Rent Adj.-9/6/62 to 12/7/62 (108.00)	27	30	157	89
		To Aurora Federal Savings & Loan Assn.				
		this balance on account of claim filed	7,354	09	7,354	09
					7,873	27

		Amount of Mortgage claim filed	9,554	21		
		Interest on principal balance of $9,490.25 from 12/7/62 to 2/14/63 - 69 days @ 6%	105	91		
			9,660	12		
		Cr. - Amount allowed above	7,354	09		
		Balance subject to Decree in personam	2,306	03		

LIBER 144 PAGE 290

In the Matter of the Mortgaged	: No.	15054 Equity
Real Estate of Louis Walter	:	In the Circuit Court
Marvel and Mary Elizabeth	:	for
Marvel, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

Please record the Assignment and file the original mortgage in these proceedings.

William E. Kirk

William E. Kirk, Assignee

FILED

1962 JUN 26 PM 1:58

VA Form 4-6318a (Home Loan) August 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND

LIBER 144 PAGE 291

No. 15054 Equity

MORTGAGE

Purchase Money

THIS MORTGAGE, Made this fourth day of August, A. D. 1947, by and between LOUIS WALTER MARVEL and MARY ELIZABETH MARVEL, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The Annapolis Banking and Trust Company a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith as evidenced by promissory note of even date herewith in the principal sum of Six Thousand, Nine Hundred, Fifty-------- Dollars ($6,950.00---), with interest from date at the rate of four---------- per centum (4--%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Annapolis Banking and Trust Company, in Annapolis, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty-six & 70/100---------- Dollars ($36.70------), commencing on the first day of September, 1947, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972. 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 ($100.00), whichever is less; the proceeds hereof being a part of the purchase money for the hereinafter described property.

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 ($1.00) 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 the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at a point on the Southeast side of Chestnut Lane, as laid out 40 feet wide, the said point of beginning being situate North 56° 48' East, 50 feet from the intersection of the Southeast side of the said Chestnut Lane and the Northeast side of North Greenway, formerly known as Railroad Avenue, as laid out 20 feet wide; and running thence, with the Southeast side of the said Chestnut Lane, North 56° 48' East, 50 feet to the division line between Lots 11 and 12, Block 13-A; and running thence with the said division line, South 33° 12' East, 100 feet; thence running South 56° 48' West, 50 feet, to the division line between Lots 11 and 10, Block 13-A; and running thence with the said last-mentioned division line, North 33° 12' West, 100 feet to the place of beginning. Courses referred to herein are based on the true meridian. Being Lot 11, Block 13-A, as shown on the revised plat of Blocks 13 and 17, Glen Burnie, as recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, plat 5.

BEING the same property conveyed to the within named Mortgagors by deed dated July 28, 1947, by John De Grange, et al, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1962 JUN 26 PM 1:58

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to colleet 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, whieh are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns,

Provided, That this eonveyance shall be null and void upon the performance of all eonditions 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 datc 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 seeured due and payable. Failure to exereise this option shall not consitute a waiver of the right to exercise it at any other time.

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 debt hereby seeured, 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) 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 whieh 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 rent, if any, taxes, speeial assessments, fire and other hazard-insurance premiums;
(II) interest on the mortgage debt seeured hereby; and
(III) 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 sueh payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment whieh is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preeeding shall exceed the amount of payments aetually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, sueh 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 deficieney. Sueh payments shall be made within thirty (30) days after written notiee from the Mortgagee stating the amount of the defieiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in aceordance 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 any balance remaining in the funds accumulated 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 publie sale of the premises eovered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the eommeneement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds aceumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

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

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or

impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, 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 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 durchaser 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.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty (30)----------days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or William W. Townshend, Jr., , its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of One Hundred-- Dollars ($100.00-----) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs 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.

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 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 Mortgager(s) on the day and year first above written.

Witness:

Susan Tillson
Susan Tillson

Louis Walter Marvel [SEAL]
Louis Walter Marvel

Mary Elizabeth Marvel [SEAL]
Mary Elizabeth Marvel.

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this fourth day of August, 19 47 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LOUIS WALTER MARVEL and MARY ELIZABETH MARVEL, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared William W. Townshend, Jr., the Attorney 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

Susan Tillson
Susan Tillson Notary Public.

FOR VALUE RECEIVED, the undersigned assigns the within mortgage unto William E. Kirk, Attorney, for the purpose of foreclosure.

WITNESS the name of the ANNAPOLIS BANKING AND TRUST COMPANY by the signature of its President, J. Pierre Bernard, attested to by its Secretary and its corporate seal hereunto affixed, this 26th day of June 1962.

WITNESS:

W. Emerson Wiley, Secretary

ANNAPOLIS BANKING AND TRUST COMPANY

By: J. Pierre Bernard (SEAL)
J. Pierre Bernard, President

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 JUN 26 PM 3:08
RECORDED IN LIBER 144 FOLIO 294
GEO. F. CROMWELL, CLERK

STATE OF MARYLAND, Anne Arundel County, to wit:

Purchase Money

COUNTY MORTAGE

LOUIS WALTER MARVEL and MARY ELIZABETH MARVEL, his wife,
TO
THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate

Received for Record ..... 19 ..... o'clock ..... M.
Same day recorded in Liber No. ..... Folio ..... etc., one of the Mortgage Records of ..... County and examined per .....
Cost of Records, $ .....
..... Clerk.

Received for Record June 25, 1962 at 10:40 A.M. and recorded in Liber No. 396 Folio 294 etc., one of the Records of Anne Arundel County and examined per J. H. H.
Cost of Records, $ 8.00
Thos. H. Hopkins Clerk

U. S. GOVERNMENT PRINTING OFFICE

LIBER 144 PAGE 295

In the Matter of the	: No. 15054	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Louis Walter Marvel and	:	for
Mary Elizabeth Marvel, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to The Annapolis Banking and Trust Company, dated August 4th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 25.		$6,950.00
LESS total amount paid on account of principal.	$3,160.50	3,160.50
		$3,789.50
Plus interest to July 24, 1962.		192.34
Total amount of mortgage indebtedness		$3,981.84

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of June 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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LIBER 144 PAGE 296

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,054 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 26th day of June ,
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, Assignee

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

Louis Walter Marvell and Mary Elizabeth Marvel, 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 26th day of June , 19 62 .

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:
May 6, 1963

Filed,

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LIBER 144 PAGE 297

WILLIAM E. KIRK, ATTORNEY

TOWNS-WORTH BUILDING, SOUTH STREET

ANNAPOLIS, MARYLAND

No. 15,054 Equity

A S S I G N E E ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to The Annapolis Banking and Trust Company, a body corporate, dated August 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 25, default having occurred thereunder, which mortgage has been assigned to William E. Kirk, Assignee, for the purpose of foreclosure; the undersigned, Assignee, will sell at public auction on the premises on

TUESDAY, JULY 24, 1962

at 11:00 o'clock A.M.

ALL that fee simple lot situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the Southeast side of Chestnut Lane, as laid out 40 feet wide, the said point of beginning being situate North 56° 48' East, 50 feet from the intersection of the Southeast side of the said Chestnut Lane and the Northeast side of North Greenway, formerly known as Railroad Avenue, as laid out 20 feet wide; and running thence, with the Southeast side of the said Chestnut Lane, North 56° 48' East, 50 feet to the division line between Lots 11 and 12, Block 13-A; and running thence with the said division line, South 33° 12' East, 100 feet; thence running South 56° 48' West, 50 feet, to the division line between Lots 11 and 10, Block 13-A; and running thence with the said last mentioned division line, North 33° 12' West, 100 feet to the place of beginning. Courses referred to herein are based on the true meridian. Being Lot 11, Block 13-A, as shown on the revised plat of Blocks 13 and 17, Glen Burnie, as recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 5.

BEING the same property conveyed unto Louis Walter Marvel and Mary Elizabeth Marvel, his wife, by John De Grange, et al, by deed dated July 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber

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Improved by frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William E. Kirk
Assignee
Towns-Worth Building, South Street
Annapolis, Maryland
Phone - Colonial 3-4546

Robert H. Campbell, Auctioneer

Maryland Gazette: June 28th, July 5th, 12th and 19th, 1962

Please send twenty-five handbills

GLOBE INDEMNITY COMPANY

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

LIBER 144 PAGE 299

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

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

Bond No.

LIBER 11 PAGE 369

NO. 15,054 EQUITY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM E. KIRK as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00) -------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of June, 1962.

WHEREAS by virtue of a power of sale contained in a Mortgage from Louis Walter Marvel & Mary Elizabeth Marvel, his wife to The Annapolis Banking and Trust Company ---------- , bearing date on or about the 4th day of August 1947, the said William E. Kirk as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said William E. Kirk as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Bond approved this 27 day of June, 1962

Horace T. Stoltzenberg, Clerk

William E. Kirk (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate,

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

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IN THE MATTER OF THE	*	NO. 15,054 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
LOUIS WALTER MARVEL and MARY	*	FOR
ELIZABETH MARVEL, his wife	*	ANNE ARUNDEL COUNTY

* * * * *

PETITION TO AMEND FORECLOSURE PROCEEDING

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William E. Kirk, Assignee, for the purposes of foreclosure in this case, respectfully states:

1. That prior to the docketing of the foreclosure proceeding herein, the Defendants, Louis Walter Marvel and Mary Elizabeth Marvel, his wife, declared bankruptcy in Bankruptcy Proceedings No. 11324 and 11325 in the United States District Court for the District of Maryland and that pursuant to an order of the Referee in Bankruptcy, Joseph O. Kaiser, dated June 7, 1962, the Annapolis Banking and Trust Company, as Mortgagee, was given authority to foreclose their mortgage, as is more particularly shown on a copy of said order filed herewith marked "Petitioners' Exhibit No. 1" and prayed to be made a part hereof.

2. That on June 26, 1962, he docketed this case and filed herein the statement of mortgage claim of the mortgagee, Annapolis Banking and Trust Company, and thereafter filed his bond as Assignee for the purpose of foreclosure which has been approved by the Clerk of this Honorable Court.

3. That subsequent to the filing of said statement of mortgage claim, your petitioner discovered that the United States of America had filed four Federal Tax Liens against one and also both of the defendants by making the same of record in the office of the Clerk of the Circuit Court for Anne Arundel County; and that although the dates of all of these liens are subsequent to the date of the mortgage which is hereby foreclosed, said liens may now affect the title to the premises mortgaged by the Defendants to the said

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Annapolis Banking and Trust Company, as it may be claimed that one or more of said Federal Tax Liens would constitute a cloud upon the title of the purchaser of said property at the foreclosure sale.

4. That the four Federal Tax Liens which are now showing on the records of the Clerk of the Circuit Court for Anne Arundel County are described as follows:

Name	Nature	Collectors Ser. No.	Date Filed	Amount
Marvel, Louis W. & Mary	Income-1956	A-92	10/24/57	$ 614.43
Marvel, Louis Walter	WTFICA 1/Q/57	A-93	10/24/57	357.30
Marvel, Louis Walter	WTFICA 2/Q/57	A-262	5/29/57	322.93
Marvel, Louis W. & Mary	Income-1959	A-1079	6/20/61	224.63

5. That none of these several liens has any priority or effect with respect to the mortgage which your petitioner is foreclosing upon in this action, but all of the liens of record of which your petitioner has been informed are herein recited.

6. That the United States Code, Title 28, Section 2410, provides that:

(a) The United States must be made a party to any judicial sale in a state court of property on which the United States has a lien.

(b) The nature of the claim or lien of the United States must be set forth.

(c) A copy of the complaint and all other papers or exhibits must be served upon the United States Attorney for the District in which the state Court is located.

(d) At least two copies of the process, complaint and all other papers or exhibits must be sent to the Attorney General of the United States, at Washington, District of Columbia.

(e) The United States of America shall have 60 days after such service to plead thereto, all as will more fully appear by reference to a copy of said law, attached hereto marked "Petitioners' Exhibit No. 2" and prayed to be made a part hereof.

TO THE END THEREFORE:

(a) That the United States of America may be made a party defendant in these proceedings.

MAY IT PLEASE YOUR HONORS to grant unto your petitioner a writ of subpoena to which is attached a copy of this petition and a copy of all other papers and exhibits filed in this cause, as well as a copy of the docket entries, herein, directed to the United States Attorney for the District of Maryland, Joseph D. Tydings, Federal Post Office Building, Baltimore, Maryland, commanding him to be and appear in this Honorable Court at some certain day to be named therein, more than 60 days after service of said subpoena, and answer the premises and abide by such sale as may be made herein, subject to the usual exceptions, as well as all such decrees and orders of this Court as may be passed herein, and further, to direct that two copies of all papers and exhibits filed in this cause, including this petition, as well as two copies of the docket entries herein, be mailed by Registered mail to the Attorney General of the United States, at Washington, District of Columbia.

AND, AS IN DUTY BOUND, ETC.

William E. Kirk, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 6th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Petitioner, and made oath in due form of law that the matters and facts contained in the aforegoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public

LIBER 144 PAGE 303

IN THE MATTER OF THE	*	NO. 15,054 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
LOUIS WALTER MARVEL and MARY	*	FOR
ELIZABETH MARVEL, his wife	*	ANNE ARUNDEL COUNTY

* * * * *

ORDER OF COURT

Upon the foregoing petition, exhibits, and affidavit, it is this 9th day of July, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that the United States of America be made a party defendant in these proceedings.

And it is further ORDERED that a copy of this petition and order and all other papers and exhibits filed in this cause, as well as a copy of the docket entries herein, be served upon Joseph D. Tydings, United States Attorney for the District of Maryland and that the United States of America shall appear and answer the premises and abide by such sale as may be made herein, subject to the usual exceptions, as well as all such decrees and orders of this Court as may be passed herein, and that such answer shall be made within 60 days after the date of such service.

And it is further ORDERED that the Clerk of this Court be and he is hereby directed to send by Registered Mail, Return Receipt requested, to the Attorney General of the United States, Washington, District of Columbia, two copies of this petition and order and two copies of all other papers and exhibits heretofore filed in this cause as well as two copies of the docket entries herein.

REGISTERED NO. 2127
Value $ NV Spec. del'y fee $
Fee $ .60 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .44 ☐ Airmail

POSTMARK
ANNAPOLIS
JUL 11 1962

Postmaster, By R

From Clerk Circuit Ct.
Box 868, Annapolis, Md
To Attorney Gen. of U.S.
Constitution Ave. Between 9th + 10th N.W.
Wash. D.C.

POD Form 3806—Oct. 1960 c48—10—70493-5

V. Bowen Duckett
Judge

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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

IN THE MATTER OF:	:	
	:	IN BANKRUPTCY
LOUIS WALTER MARVEL and	:	
MARY ELIZABETH MARVEL	:	No. 11324-11325
	:	(Consolidated Cases)
Bankrupts	:	

ORDER ALLOWING MORTGAGEE TO FORECLOSE

At Baltimore in this district on the 7th day of June, 1962.

Upon consideration of the petition of Charles J. Atas, Trustee, for authority to sell real estate of the bankrupts free and clear of liens, the answer thereto of the Annapolis Banking and Trust Company and the petition of Charles J. Atas, Trustee, for authority to disclaim and abandon two parcels of real estate; it is ORDERED that The Annapolis Banking and Trust Company be and it hereby is authorized to foreclose on its purchase money mortgage dated August 4, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 396 folio 25.

Further ORDERED that the Annapolis Banking and Trust Company be and it hereby is directed to file in these proceedings its report showing the results of such foreclosure and to attach thereto a copy of the account as ratified by the Circuit Court of Anne Arundel County and to pay to Charles J. Atas, Trustee, the excess, if any, remaining after the payment of the expenses of foreclosure and all lien claims allowed in such proceedings.

JOSEPH C. KAISER

Referee in Bankruptcy

"EXHIBIT NO. 1"

LIBER 144 PAGE 305

Paragraph 2410—...ctions affecting property on wh... United States has lien.

(a) Under the conditions prescribed in this section and section 1444 of this title for the protection of the United States, the United States may be named a party in any civil action or suit in any district Court, including the District Court for the Territory of Alaska, or in any State Court having jurisdiction of the subject matter, to quiet title to or for the foreclosure of a mortgage or other lien upon real or personal property on which the United States has or claims a mortgage or other lien.

(b) The Complainant shall set forth with particularity the nature of the interest or lien of the United States. In actions in the State Courts, service upon the United States shall be made by serving the process of the court with a copy of the complaint upon the United States Attorney for the district in which the action is brought or upon an assistant United States Attorney or official employee designated by the United States Attorney in writing filed with the clerk of the court in which the action is brought and by sending copies of the process and complaint, by registered mail, to the Attorney General of the United States at Washington, District of Columbis. In such actions the United States may appear and answer, plead or demur within sixty days after such service or such further time as the court may allow.

(c) A judicial sale in such action or suit shall have the same effect respecting the discharge of the property from lien and encumbrances held by the United States as may be provided with respect to such matters by the local law of the place where the property is situated. A sale to satisfy a lien inferior to one of the United States, shall be made subject to and without disturbing the lien of the United States unless the United States consents that the property may be sold free of its lien and the proceeds divided as the parties may be entitled. Where a sale of real estate is made to satisfy a lien prior to that of the United States, the United States shall have one year from the date of sale within which to redeem. In any case where the debt owing the United States is due, the United States may ask, by way of affirmative relief, for the foreclosure of its own lien and when the property is sold to satisfy a first lien held by the United States, the United States may bid at the sale such sum not exceeding the amount of its claim with expenses of sale, as may be directed by the head of the department or agency of the United States which has charge of the administration of the laws in respect of which the claim of the United States arises.

(d) Whenever any person has a lien upon any real or personal property, duly recorded in the jurisdiction in which the property is located, and a junior lien other than a tax lien, in favor of the United States attached to such property, such person may make a written request to the officer charged with the administration of the laws in respect of which the lien of the United States arises, to have the same extinguished. If after approoriate investigation, it appears to such officer that the proceeds from the sale of the property would be insufficient to wholly or partly satisfy the lien of the United States, or that the claim of the United States has been satisfied or by lapse of time or otherwise has become unenforceable, such officer shall so report to the Comptroller General who may issue a certificate releasing the property from such lien.

"EXHIBIT NO. 2"

BRC:dn
59017

LIBER 144 PAGE 306

IN THE MATTER OF THE	:	NO. 15,054 EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
LOUIS WALTER MARVEL and	:	FOR
MARY ELIZABETH MARVEL, his wife	:	ANNE ARUNDEL COUNTY

ANSWER OF UNITED STATES TO PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The United States of America by Joseph D. Tydings, United States Attorney, and Benjamin R. Civiletti, Assistant United States Attorney, in and for the District of Maryland, answering the Petition for Foreclosure says:

1. That it admits the facts alleged in Paragraphs 1, 2, and 6 of the Petition.

2. That it has no knowledge of the facts alleged in Paragraph 3 and neither admits nor denies the same.

3. That it admits that it has had recorded in the records of the Circuit Court of Anne Arundel County the tax liens enumerated in Paragraph 4 of the Petition. It further avers that the outstanding amount due and owing the United States is $1,124.76 as evidenced by the attached certificates of assessments and payments marked "Exhibit A" which are prayed to be read and taken as part hereof, including legal interest thereon to September 10, 1962.

4. And further answering the Petition, it denies that said mortgage is superior to said tax liens unless this Honorable Court finds that said mortgage is a valid instrument executed and recorded in compliance with Maryland law prior to the time of filing of the Notices of Federal Tax Liens under the Internal Revenue law, and it hereby asserts priority for its tax liens over all other lienors and

FILED

1962 SEP 10 [illegible]

17

creditors of Louis Walter Marvel and Mary Elizabeth Marvel, his wife, in and to any surplus arising from the judicial sale of the premises covered by the mortgage being foreclosed in this proceeding after the mortgage debt has been satisfied in the event that it is given priority by this Honorable Court.

WHEREFORE, having fully answered the petition, the United States of America avers that it has no objection to the foreclosure and prays that this Honorable Court give proper priority to its tax liens in accordance with the law.

AND, AS IN DUTY BOUND, ETC.

Joseph D. Tydings
Joseph D. Tydings
United States Attorney

Benjamin R. Civiletti
Benjamin R. Civiletti
Assistant United States Attorney

I HEREBY CERTIFY that a copy of the foregoing Answer of the United States was mailed this 7th day of September, 1962, to William E. Kirk, Esquire, Towns-Worth Building, South Street, Annapolis, Maryland.

Benjamin R. Civiletti
Benjamin R. Civiletti
Assistant United States Attorney

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

WASHINGTON SEP 12 7 30PM 1962 D.C.30

POSTAL DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO. 2127

NAME OF SENDER
George T. Cromwell, Clerk of Circuit Court

CERTIFIED NO.

STREET AND NO. OR P. O. BOX
Court House Box 868.

INSURED NO.

CITY, ZONE AND STATE
Annapolis, Md.

POD Form 3811 Jan. 1958

2315-054 Eq.

C55—16—71548-4

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

NAME OF TAXPAYER	ADDRESS (Number, street, city, and State)	CLASS OF TAX	DATE OF REQUEST
Louis W. and Mary Marvel	103 Chestnut Lane Glen Burnie, Maryland	Income	9-4-62

TAXABLE PERIOD (a)	ACCOUNT NUMBER (b)	RECEIVED OR SCHEDULED DATE (c)	DESCRIPTION (d)	LIABILITY AND (ABATEMENT) (e)	PAYMENTS AND CREDITS APPLIED (f)	BALANCE (g)	REFUNDS AND CREDITS ALLOWED (h)	SUPPLEMENTAL INFORMATION (i)
1956	57 OP 1501840	4/30/57	No remittance return					Assessed: 4/30/57
			Tax	614.43		614.43		First Notice: 5/1/57
		11/4/57	Payment		25.00	589.43		Delinquent Account
		9/22/58	Payment		10.00	579.43		Issued: 5/27/57
		10/27/58	Payment		10.00	569.43		
		11/26/58	Payment		10.00	559.43		
		12/31/58	Payment		10.00	549.43		
		5/26/59	Credit		30.86	518.57		Sch # 591140
		5/18/60	Payment		10.00	508.47		
		6/7/60	Payment		10.00	498.57		
		6/13/60	Credit		466.43	32.14		Sch # 602325
		7/6/60	Payment		10.00	22.14		
		8/8/60	Payment		10.00	12.14		
		9/8/60	Payment		10.00	2.14		
		9/14/60	Accrued Interest	15.37				
		9/14/60	Credit		27.51	(10.00cr)		Sch #602548
		9/30/60	Correction Voucher	10.00		.00		Transferred to 3-21144 (58)
		10/12/60	Payment		10.00	(10.00cr)		
		10/20/60	Correction Voucher	10.00		.00		Transferred to D-112927 (60)
		11/8/60	Accrued Interest	15.00				
		11/8/60	Payment		15.00	.00		
		12/9/60	Accrued Interest	15.00				
		12/9/60	Payment		15.00	.00		
		1/23/61	Accrued Interest	15.00				
		1/23/61	Payment		15.00	.00		Continued

LIBER 144 PAGE 308

I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all assessments, payments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

SIGNATURE OF DISTRICT DIRECTOR	LOCATION	DATE
Irving Machey	Baltimore, Maryland 2113:AS	September 7, 1962

Over

FORM 899 (REV. 7-58)

FORM 899 (REV. 7-58)

LIBER 144 PAGE 309

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

REQUEST FOR TRANSCRIPT OF ACCOUNT

To: DISTRICT DIRECTOR OF INTERNAL REVENUE
Baltimore, Maryland

It is requested that your office furnish the following information regarding the taxpayer named on the reverse of this form.

☐ Handwritten transcript and/or photocopy of Unit Ledger Cards

5 copies of a formal certified Form 899

THIS REQUEST IS FOR THE PURPOSE OF

transmittal to United States Attorney for answer.

TAXABLE PERIOD	ACCOUNT NUMBER *(Include year or assessment date)*	IS RETURN IN THE POSSESSION OF REQUESTER? YES	NO

(Only one taxable entity and one type of tax can be requested on each form)

Chief, Special Procedures Section

1410:JZ

REQUESTER

Insert your name, address, and office symbol here

Use space below for business names, aliases, changes of address and any other information that may assist in locating accounts.

ADDITIONAL INFORMATION NECESSARY

☐ Transcript of all assessed liabilities outstanding

☐ Record of any unidentified collections from taxpayer

☐ Complete collection activity information

☐ Other _____

Over

U. S. GOVERNMENT PRINTING OFFICE : 1958 O - 1080 19.

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

NAME OF TAXPAYER	ADDRESS (Number, street, city, and State)	CLASS OF TAX	DATE OF REQUEST
Louis W. and Mary Marvel	103 Chestnut Lane Glen Burnie, Maryland	Income	9-4-62

TAXABLE PERIOD (a)	ACCOUNT NUMBER (b)	RECEIVED OR SCHEDULED DATE (c)	DESCRIPTION (d)	LIABILITY AND (ABATEMENT) (e)	PAYMENTS AND CREDITS APPLIED (f)	BALANCE (g)	REFUNDS AND CREDITS ALLOWED (h)	SUPPLEMENTAL INFORMATION (i)
1956	57 OP 1501840	2/16/61	Accrued Interest	15.00				
		2/16/61	Payment		15.00	.00		
		3/31/61	Accrued Interest	10.00				
		3/31/61	Payment		10.00	.00		
		4/17/61	Accrued Interest	15.00				
		4/17/61	Payment		15.00	.00		

LIBER 144 PAGE 310

I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all assessments, payments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

SIGNATURE OF DISTRICT DIRECTOR	LOCATION	DATE
Irving Machley	Baltimore, Maryland 2113:AS	September 7, 1962

Over

FORM 899 (REV. 7-58)

FORM 899 (REV. 7-58)

LIBER 144 PAGE 311

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

REQUEST FOR TRANSCRIPT OF ACCOUNT

To: DISTRICT DIRECTOR OF INTERNAL REVENUE

It is requested thot your office furnish the following information regarding the taxpayer nomed on the reverse of this form.

☐ Hondwritten tronscript ond/or photocopy of Unit Ledger Cards

_____ copies of o formal certified Form 899

THIS REQUEST IS FOR THE PURPOSE OF

TAXABLE PERIOD	ACCOUNT NUMBER *(Include year or assessment date)*	IS RETURN IN THE POSSESSION OF REQUESTER? YES	NO

(Only one taxable entity and one type of tax can be requested on each form)

REQUESTER

Insert your nome, oddress, and office symbol here

Use spoce below for business nomes, olioses, chonges of oddress ond ony other informotion thot moy assist in locoting occounts.

ADDITIONAL INFORMATION NECESSARY

☐ Tronscript of oll ossessed liobilities outstonding

☐ Record of ony unidentified collections from toxpoyer

☐ Complete collection octivity information

☐ Other _____

Over

U. S. GOVERNMENT PRINTING OFFICE : 1958 O - 108039

LIBER 144 PAGE 312

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

NAME OF TAXPAYER	ADDRESS (Number, street, city, and State)	CLASS OF TAX	DATE OF REQUEST
Louis Walter Marvel	103 Chestnut Lane, Glen Burnie, Md.	WT-Fica	9-4-62

TAXABLE PERIOD (a)	ACCOUNT NUMBER (b)	RECEIVED OR SCHEDULED DATE (c)	DESCRIPTION (d)	LIABILITY AND (ABATEMENT) (e)	PAYMENTS AND CREDITS APPLIED (f)	BALANCE (g)	REFUNDS AND CREDITS ALLOWED (h)	SUPPLEMENTAL INFORMATION (i)
1/q/57	57 8-21013	8/8/57	No remittance return					Assessed: 8/8/57
			Tax	306.70				First Notice: 8/8/57
			Penalty	46.00				Delinquent Account Issued: 8/27/57
			Interest to: 7/31/57	4.60		357.30		
		9/20/60	Uncollectible written off		357.30	.00		Sch # 520036
2/q/57	58 3-21144	3/21/58	No remittance return					Assessed: 3/21/58
			Tax	250.93				First Notice: 3/21/58
			Penalty	62.73				Delinquent Account Issued: 4/11/58
			Interest to: 3/14/58	9.27		322.93		
		9/8/60	Correction Voucher		10.00	312.93		Payment transferred from OP 1501840 (57)

I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all assessments, payments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

SIGNATURE OF DISTRICT DIRECTOR	LOCATION	DATE
Irving Marley	Baltimore, Maryland 2113:AS	September 5, 1962

Over

FORM 899 (REV. 7-58)

FORM 899 (REV. 7-58)

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LIBER 144 PAGE 313

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

REQUEST FOR TRANSCRIPT OF ACCOUNT

To:

DISTRICT DIRECTOR OF INTERNAL REVENUE

Chief, Revenue Accounting Branch

It is requested that your office furnish the following information regarding the taxpayer named on the reverse of this form.

☐ Handwritten transcript and/or photocopy of Unit Ledger Cards

5 copies of a formal certified Form 899

THIS REQUEST IS FOR THE PURPOSE OF

Transmittal to U. S. Attorney

TAXABLE PERIOD	ACCOUNT NUMBER (Include year or assessment date)	IS RETURN IN THE POSSESSION OF REQUESTER? YES	NO
WT-Fica 1-Q-57	8-21013(57)		X
WT-Fica 2-Q-57	3-21144(58)		X

(Only one taxable entity and one type of tax can be requested on each form)

Chief, Special Procedures Section

1410:JZ

REQUESTER

Insert your name, address, and office symbol here

Use space below for business names, aliases, changes of address and any other information that may assist in locating accounts.

RECEIVED
DISTRICT DIRECTOR OF INTERNAL REVENUE
SEP 1958
CERTIFICATION GROUP
REV. ACCTG. BRANCH
BALTIMORE

ADDITIONAL INFORMATION NECESSARY

☐ Transcript of all assessed liabilities outstanding

☐ Record of any unidentified collections from taxpayer

☐ Complete collection activity information

☒ Other **FIVE(5) COPIES OF BASIC DATA: Assessment Certificate**
Unit Ledger Card
Statement of Tax Due

Over

U. S. GOVERNMENT PRINTING OFFICE : 1958 O - 108039

U. S. Treasury Department
Internal Revenue Service

ACCOUNT CARD

LIBER 144 PAGE 314

REF AND DATE	DEBIT	CREDIT	BALANCE
AUG 85	306.70		
AUG 85 P	46.00		
AUG 85 IN	4.60		
			357.30*
357.3 OSLP 4.60 AU		357.30-	.00*

25

U. S. Treasury Department
Internal Revenue Service

Form 17

Return This Copy To District Director

(I) "P" denotes penalty
"I" denotes interest

LIBER 144 PAGE 315

Louis Walter Marvel
103 Chestnut La.
Glen Burnie, Md.
1/Q/57-Del.

8-21013(57)
Wt-Fica

Int to 7/31/57

Account Number

Any errors on your return are explained on the back of your copy of this notice by item

Reference and date	Assessment (I)	Amount paid	Balance due
8/8/57	306.70		
8/8/57 P.	46.00		
8/8/57 In.	4.60		357.30

Statement of Income Tax Due

Your return, when filed, should have been accompanied by payment of the tax due. According to our records the tax was not paid in full. You will be saved inconvenience and further expense by making payment of the "Balance due" within 10 days of the date of this notice. Otherwise we will have no alternative except to take enforced collection action. This will involve placing your account in the hands of a Revenue Officer. Under the Revenue Code, he is given broad authority including the right, when a taxpayer fails to pay when due, to levy on wages, other income or property.

Your return has not been audited but, if any changes have been made because of arithmetical errors, they are included in this statement and the reason indicated by the item number shown above.

Make check or money order payable to "Internal Revenue Service." Please show thereon the account number listed in the address block. For your protection, do not mail cash. Your cooperation will be appreciated.

District Director

Date of this notice 8/8/57

25A

PAPER PATENTED BY NCR CO. - CB

LIBER 144 PAGE 316

FORM APPROVED BY COMPTROLLER GENERAL, U.S., AUGUST 23, 1954

ASSESSMENT CERTIFICATE

See Instructions on reverse

CLASS OF TAX	CURRENT ASSESSMENTS				DEFICIENCY ASSESSMENTS					TOTAL ASSESSMENT	
	TAX & PENALTY		INTEREST		TAX & PENALTY		INTEREST		NO. OF ITEMS		
WITHHELD INDIVIDUAL INCOME AND FICA TAXES	63,779,763	11	3,407	73						63,783,[illegible]	84
INDIVIDUAL INCOME-OTHER	283,245	64	30,206	57	169,357	97	15,200	89	359	498,011	07
CORPORATION INCOME AND EXCESS PROFITS	162,616	89	417	74	81,008	65	14,328	12	28	258,371	40
EXCISE	1,863,047	68	154	71	227	61	4	70	3	1,863,434	70
ESTATE AND GIFT	192,717	08	1,123	05	31,706	11	4,341	55	15	229,887	79
TAX ON CARRIERS AND THEIR EMPLOYEES	565,663	67	0	00						565,663	67
FEDERAL EMPLOYMENT TAX ACT	2,742	37	102	01	2,964	56	84	16	7	5,893	10
TOTAL ASSESSMENTS	66,849,796	44	35,411	81	285,264	90	33,959	42	415	67,204,432	57

...RED FROM ACCOUNTING ABSTRACT AND JOURNALS

DATE AND NUMBER 8/1/57 #1-413 8/1/57 #2-18 THROUGH 4-531 #5-370 5-336 5-390 5-346 8-09

DATE AND NUMBER 8/6/57 #1-490 8/6/57 #2-21 4-609 5-387 5-344 5-405 5-367 8-1[illegible]

CERTIFICATION

...ereby certify that I have made assessments of taxes, penalties, and interest of the above classification specified in these lists, and that the amount stated above is chargeable to me, subject to such correction and subsequent inquiries and determinations in respect thereto may indicate to be proper.

DATE 8

SIGNATURE ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Assessment Officer

DISTRICT B[illegible]ore

DATE 8/[illegible]/57

PREPARED BY mwb

NUMBER 13

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

OVER

GPO 880 266

FORM 23C (8-54)

26

LIBER 144 PAGE 317

a/c #0P150184(59)

U. S Treasury Department
Internal Revenue Service

ACCOUNT CARD

LOUIS WALTER MARVEL
103 CHESTNUT LANE
GLEN BURNIE MD 3-21144(58)
2/Q/57 DEL WT FICA

INT TO 3/14/58
FINAL

REF AND DATE	DEBIT	CREDIT	BALANCE
[illegible]2158	250 93		
[illegible]2158 P	62 73		
[illegible]2158	9 27		322 93*
322.93SEP3060 CV		10.00-	312 93*

Full Paid
Overpaid
NT & Even

U. S. Treasury Department
Internal Revenue Service

Form 17

Return This Copy To District Director

(1) "P" denotes penalty
"I" denotes interest

LIBER 144 PAGE 318

Louis Walter Marvel
103 Chestnut Lane
Glen Burnie, Md.
2/Q/57-Del.

3-21144(58)
Wt-Fica

Account Number

Int to 3/14/58
Final

Any errors on your return are explained on the back of your copy of this notice by item

Reference and date	Assessment (1)	Amount paid	Balance due
3/21/58	250.93		
3/21/58 P.	62.73		
3/21/58 In.	9.27		322.93

Statement of Income Tax Due

Your return, when filed, should have been accompanied by payment of the tax due. According to our records the tax was not paid in full. You will be saved inconvenience and further expense by making payment of the "Balance due" within 10 days of the date of this notice. Otherwise we will have no alternative except to take enforced collection action. This will involve placing your account in the hands of a Revenue Officer. Under the Revenue Code, he is given broad authority including the right, when a taxpayer fails to pay when due, to levy on wages, other income or property.

Your return has not been audited but, if any changes have been made because of arithmetical errors, they are included in this statement and the reason indicated by the item number shown above.

Make check or money order payable to "Internal Revenue Service." Please show thereon the account number listed in the address block. For your protection, do not mail cash. Your cooperation will be appreciated.

District Director

Date of this notice 3/21/58

27A TY 20 (REV. 10-58) PART 2

PAPER PATENTED BY NCR CO. - CS

LIBER 144 PAGE 319

FORM APPROVED BY COMPTROLLER GENERAL, U.S., AUGUST 23, 1984

ASSESSMENT CERTIFICATE

See Instructions on reverse

CLASS OF TAX	CURRENT ASSESSMENTS				DEFICIENCY ASSESSMENTS					TOTAL ASSESSMENTS	
	TAX & PENALTY		INTEREST		TAX & PENALTY		INTEREST		NO. OF ITEMS		
WITHHELD INDIVIDUAL INCOME AND FICA TAXES	377,666	29	5,640	06						383,306	35
INDIVIDUAL INCOME-OTHER	3,412,452	21	13,393	92	236,464	79	15,775	51	683	3,678,086	43
CORPORATION INCOME AND EXCESS PROFITS	56,889,968	06	2,179	79	50,679	67	5,077	15	22	56,947,904	67
EXCISE	3,895,747	71	3,353	73	250	00			3	3,899,351	44
ESTATE AND GIFT	396,834	12	60	19	37,196	95	4,146	56	9	438,237	82
TAX ON CARRIERS AND THEIR EMPLOYEES	157	39		54						157	93
FEDERAL UNEMPLOYMENT TAX ACT	43,584	32	448	85	165	70	10	94	4	44,209	81
TOTAL ASSESSMENTS	65,016,410	10	25,077	08	324,757	11	25,010	16	721	65,391,254	45

PREPARED FROM ACCOUNTING ABSTRACT AND JOURNALS

DATE AND NUMBER 3/19/58 680 SA-100 5-439 THROUGH DATE AND NUMBER 3/19/58 842 SA-118 5-509

CERTIFICATION

I hereby certify that I have made assessments of taxes, penalties, and interest of the above classification specified in these lists, and that the amount stated above is chargeable to me subject to such correction and subsequent inquiries and determinations in respect thereto may indicate to be proper.

DATE 3/21/58

SIGNATURE ~~[illegible]~~ Assessment Officer Alfred C. Plitt

DISTRICT Baltimore

DATE 3/21/58

PREPARED BY MPMcG

NUMBER 95

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

OVER

GPO 830 266

FORM 23C (8-84)

28

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

NAME OF TAXPAYER	ADDRESS (Number, street, city, and State)	CLASS OF TAX	DATE OF REQUEST
Louis W. and Mary Marvel	103 Chestnut Lane Glen Burnie, Md.	Income	9-4-62

TAXABLE PERIOD (a)	ACCOUNT NUMBER (b)	RECEIVED OR SCHEDULED DATE (c)	DESCRIPTION (d)	LIABILITY AND (ABATEMENT) (e)	PAYMENTS AND CREDITS APPLIED (f)	BALANCE (g)	REFUNDS AND CREDITS ALLOWED (h)	SUPPLEMENTAL INFORMATION (i)
1959	60 D-112927	9/9/60	Audit Deficiency					Original Number
			Tax	631.03				PC 2861(60)
			Interest to:					Assessed: 9-9-60
			8/25/60	4.89		635.92		First Notice 9-9-60
		9/14/60	Credit		401.29	234.63		Delinquent Account
		10/12/60	Payment transferred from OP 1501840(57)		10.00	224.63		Issued: 10/17/60
								Schedule No. 602548

LIBER 144 PAGE 320

I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified is a true and complete transcript for the period stated, and all assessments, payments, penalties, interest, abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

SIGNATURE OF DISTRICT DIRECTOR	LOCATION	DATE
Irving Mackey	Baltimore, Md. 2113:MB	Sept. 7, 1962

Over

FORM 899 (REV. 7-58)

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FORM 899 (REV. 7-58)

UBER 144 PAGE 321

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

REQUEST FOR TRANSCRIPT OF ACCOUNT

To: DISTRICT DIRECTOR OF INTERNAL REVENUE

It is requested that your office furnish the following information regarding the taxpayer named on the reverse of this form.

☐ Handwritten transcript and/or photocopy of Unit Ledger Cards

_____ copies of a formal certified Form 899

THIS REQUEST IS FOR THE PURPOSE OF

TAXABLE PERIOD	ACCOUNT NUMBER *(Include year or assessment date)*	IS RETURN IN THE POSSESSION OF REQUESTER? YES	NO

(Only one taxable entity and one type of tax can be requested on each form)

REQUESTER

Insert your name, address, and office symbol here

Use space below for business names, aliases, changes of address and any other information that may assist in locating accounts.

ADDITIONAL INFORMATION NECESSARY

☐ Transcript of all assessed liabilities outstanding

☐ Record of any unidentified collections from taxpayer

☐ Complete collection activity information

☐ Other _____

Over

U. S. GOVERNMENT PRINTING OFFICE : 1958 O - 108039

U. S. Treasury Department
Internal Revenue Service

ACCOUNT CARD

LIBER 144 PAGE 322 INT TO 8/25/60

LOUIS W & MARY MARVEL
103 CHESTNUT LANE
GLEN BURNIE MD ORIG PC 2861(60)
1959 ADDL D 112927(60)
214 24 8495 INCOME

REF. AND DATE	DEBIT	CREDIT	BALANCE	
SEP 9 60	631.03			
SEP 9 60 IN	4.89		635.92*	
635.92 SEP 14 60 CM		401.29-	234.63*	6025.48
234.63 OCT 20 60 CV		10.00-	224.63*	1012.60

23 9 9 60
17 9 9 60
1. 1.60

31

U. S. Treasury Department
Internal Revenue Service

Form 17

Return This Copy To District Director

(I) "P" denotes penalty
"I" denotes interest

Louis W. & Mary Marvel LIBER 144 PAGE 323 Int to 8/25/60
103 Chestnut Lane
Glen Burnie, Md. Orig PC 2861(60)
1959-Addl. D 112927(60)
214 24 8495 Income
Account Number

Any errors on your return are explained on the back of your copy of this notice by item

Reference and date	Assessment (I)	Amount paid	Balance due
9/9/60	631.03		
9/9/60 In.	4.89		635.92

Statement of Income Tax Due

Your return, when filed, should have been accompanied by payment of the tax due. According to our records the tax was not paid in full. You will be saved inconvenience and further expense by making payment of the "Balance due" within 10 days of the date of this notice. Otherwise we will have no alternative except to take enforced collection action. This will involve placing your account in the hands of a Revenue Officer. Under the Revenue Code, he is given broad authority including the right, when a taxpayer fails to pay when due, to levy on wages, other income or property.

Your return has not been audited but, if any changes have been made because of arithmetical errors, they are included in this statement and the reason indicated by the item number shown above.

Make check or money order payable to "Internal Revenue Service." Please show thereon the account number listed in the address block. For your protection, do not mail cash. Your cooperation will be appreciated.

District Director

Date of this notice 9/9/60

31A TY 23 (REV. 10-59) PART 2

PAPER PATENTED BY NCR CO. - CB

ASSESSMENT CERTIFICATE

SUMMARY RECORD OF ASSESSMENTS

1. DISTRICT	2. DATE	3. PREPARED BY	4. NUMBER
Balto.	9/9/60		20

CLASS OF TAX	CURRENT ASSESSMENTS: TAX & PENALTY (a)		CURRENT ASSESSMENTS: INTEREST (b)		DEFICIENCY AND ADDITIONAL ASSESSMENTS (Resulting From Regular Audit Examinations): TAX & PENALTY (c)		DEFICIENCY AND ADDITIONAL ASSESSMENTS: INTEREST (d)		DEFICIENCY AND ADDITIONAL ASSESSMENTS: NO. OF ITEMS (e)	TOTAL ASSESSMENTS (f)	
WITHHELD INDIVIDUAL INCOME AND FICA	115,125	57	2,908	61						118,034	18
INDIVIDUAL INCOME-OTHER	282,068	59	18,968	11	196,503	63	32,532	97	335	530,073	30
CORPORATION INCOME AND EXCESS PROFITS	151,443	46	692	35	1,119,066	49	238,545	31	22	1,509,747	61
EXCISE	310,968	64	822	11	13,899	48	1,283	81	21	326,973	24
ESTATE AND GIFT	334,713	22	81	48	3,293	15	192	92	4	338,280	77
TAX ON CARRIERS AND THEIR EMPLOYEES	5,586,631	03								5,586,631	03
FEDERAL UNEMPLOYMENT TAX ACT	3,357	55	155	98						3,513	53
TOTAL ASSESSMENTS	6,784,308	06	23,628	64	1,332,762	75	272,554	21	382	8,413,253	66

LIBER 144 PAGE 324

5. JEOPARDY ASSESSMENTS AGAINST PRINCIPAL TAXPAYERS (Included in the assessments above)	6. PREPARED FROM ACCOUNTING ASSESSMENT JOURNALS: DATE AND NUMBER	THROUGH	DATE AND NUMBER
	9/2/60		9/7/60
NUMBER OF PRINCIPAL TAXPAYERS	4-1032		4-1103
TOTAL ASSESSED AGAINST PRINCIPAL TAXPAYERS	5-387		5-394

CERTIFICATION

I certify that the taxes, penalties, and interest of the above classifications, hereby assessed, are specified in supporting records, subject to such correction as subsequent inquiries and determinations in respect thereto may indicate to be proper.

7. DATE	8. SIGNATURE (For District Director of Internal Revenue)
9/9/60	Alfred C Plutt — Assessment Officer

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

* GPO 1956 O—106070 FORM 23C (REV. 11-60)

37

1562 SEP 10

Exhibit "A"

LIBER 144 PAGE 326

WILLIAM E. KIRK, ATTORNEY

TOWNS-WORTH BUILDING, SOUTH STREET

ANNAPOLIS, MARYLAND

A S S I N G E E ' S S A L E

of

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to the Annapolis Banking and Trust Company, a body corporate, dated August 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 25, default having occurred thereunder, which mortgage has been assigned to William E. Kirk, Assignee, for the purpose of foreclosure; the undersigned, Assignee, will sell at Public Auction on the premises on

TUESDAY, October 16, 1962

at 11:00 o'clock A. M.

ALL that fee simple lot situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the Southeast side of Chestnut Lane, as laid out 40 feet wide, the said point of beginning being situate North 56° 48' East, 50 feet from the intersection of the Southeast side of the said Chestnut Lane and the Northeast side of North Greenway, formerly known as Railroad Avenue, as laid out 20 feet wide; and running thence, with the Southeast side of the said Chestnut Lane, North 56° 48' East, 50 feet to the division line between Lots 11 and 12, Block 13-A; and running thence with the said division line, South 33° 12' East, 100 feet; thence running South 56° 48' West, 50 feet to the division line between Lots 11 and 10, Block 13-A; and running thence with the said last mentioned division line, North 33° 12' West, 100 feet to the place of beginning. Courses referred to herein are based on the true meridian. Being Lot 11, Block 13-A, as shown on the revised plat of Blocks 13 and 17, Glen Burnie, as recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 5.

BEING the same property conveyed unto Louis Walter Marvel and Mary Elizabeth Marvel, his wife, by John DeGrange, et al, by deed dated July 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, Folio 424.

FILED

1962 SEP 17 PM 2:05

33

Improved by frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William E. Kirk
Assignee
Towns-Worth Building, South Street
Annapolis, Maryland
Phone - COlonial 3-4546

Robert R. Campbell, Auctioneer

Maryland Gazette: September 20th, 27th, October 4th, 11th, 1962

Please send twenty-five handbills.

LIBER 144 PAGE 328

IN THE MATTER OF THE	*	NO. 15,054 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
LOUIS WALTER MARVEL and	*	FOR
MARY ELIZABETH MARVEL, his wife	*	ANNE ARUNDEL COUNTY

* * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to The Annapolis Banking and Trust Company, dated August 4th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 25		$6,950.00
LESS total amount paid on account of principal	$3,160.50	3,160.50
		$3,789.50
Plus interest to October 16, 1962		192.34
		$3,981.84
Credit Balance of Escrow Account		16.45
Total amount of mortgage indebtedness		$3,965.39

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Dorothy [illegible]
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1962 SEP 17 PM 2:05

35

LIBER 144 PAGE 329

ROBERT H. CAMPBELL - - - - - - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to the Annapolis Banking and Trust Company, a body corporate, dated August 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 25, defauult having occurred thereunder, which mortgage has been assigned to William E. Kirk, Assignee, for the purpose of foreclosure; the undersigned, Assignee, will sell at Public Auction on the premises on

TUESDAY, OCTOBER 16, 1962

AT 11:00 O'CLOCK A.M.

All that fee simple lot situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the Southeast side of Chestnut Lane, as laid out 40 feet wide, the said point of beginning being situate North 56° 48' East, 50 feet from the intersection of the Southeast side of the said Chestnut Lane and the Northeast side of North Greenway, formerly known as Railroad Avenue, as laid out 20 feet wide; and running thence, with the Southeast side of the said Chestnut Lane, North 56° 48' East, 50 feet to the division line between Lots 11 and 12, Block 13-A; and running thence with the said division line, South 33° 12' East, 100 feet; thence running South 56° 48' West, 50 feet to the division line between Lots 11 and 10, Block 13-A; and running thence with the said last mentioned division line, North 33° 12' West, 100 feet to the place of beginning. Courses referred to herein are based on the true meridian. Being Lot 11, Block 13-A, as shown on the revised plat of Blocks 13 and 17, Glen Burnie, as recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 5.

BEING the same property conveyed unto Louis Walter Marvel and Mary Elizabeth Marvel, his wife by John DeGrange, et al, by deed dated July 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, Folio 424.

Improved by frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William E. Kirk, Assignee
Towns-Worth Building, South Street
Annapolis. Maryland
Phone — COlonial 3-4546

12

Annapolis, Maryland
October 16, 1962

LIBER 144 PAGE 330

I hereby certify that I have this sixteenth day of October 1962, sold the property described on the reverse hereof unto Vincent Serio and Alma A. Serio at and for the sum of Five Thousand & no/100 Dollars ($5000.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this sixteenth day of October 1962, purchased from William E. Kirk, Assignee, the property described on the reverse hereof, at and for the sum of Five Thousand & no/100 Dollars ($5000.00) and I/we hereby agree to comply with the terms of sale.

Vincent S. Serio

Alma A. Serio
per Vincent S. Serio

FILED
1962 OCT 18 PM 2:24

37

LIBER 144 PAGE 331

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Louis Walter Marvel and	:	for
Mary Elizabeth Marvel, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this 16th day of October 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Vincent S. Serio and Alma A. Serio, his wife the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they are not acting as an agent for anyone; (2) there are no other persons or coporations interested in the purchase as principals; and (3) they are not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

WITNESS:

Charles J. Atas

Alma A. Serio (SEAL)

Vincent Serio (SEAL)

WITNESS my hand and Notarial Seal.

Charles J. Atas Notary Public

CHARLES J. ATAS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

1962 OCT 18 [illegible]

38

LIBER 144 PAGE 332

In the Matter of the	: No. 15,054	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Louis Walter Marvel and	: for	
Mary Elizabeth Marvel, his wife	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William E. Kirk, Assignee named in the mortgage filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to The Annapolis Banking and Trust Company, a body corporate, dated August 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 25, said mortgage assigned to William E. Kirk, Assignee, for purposes of foreclosure, the said William E. Kirk, Assignee named in the Assignment to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, October 16, 1962, at 11:00 o'clock A.M., and then and there sold the said property to Vincent S. Serio and Alma A. Serio, his wife, at and for the sum of FIVE THOUSAND DOLLARS ($5,000.00), being at that figure the highest bidders therefor, said property described as follows:

All that fee simple lot situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

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1962 OCT 18 PM 2:24

39

BEGINNING for the same at a point on the Southeast side of Chestnut Lane, as laid out 40 feet wide, the said point of beginning being situate North 56° 48' East, 50 ft. from the intersection of the Southeast side of the said Chestnut Lane and the Northeast side of North Greenway, formerly known as Railroad Avenue, as laid out 20 feet wide; and running thence, with the Southeast side of the said Chestnut Lane, North 56° 48' East, 50 ft. to the division line between Lots 11 and 12, Block 13-A; and running thence with the said division line, South 33° 12' East, 100 ft.; thence running South 56° 48' West, 50 ft. to the division line between Lots 11 and 10, Block 13-A; and running thence with the said last mentioned division line, North 33° 12' West, 100 ft. to the place of beginning. Courses referred to herein are based on the true meridian. Being Lot 11, Block 13-A, as shown on the revised plat of Blocks 13 and 17, Glen Burnie, as recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 5.

AND the said Assignee further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted:

William E. Kirk, Assignee
named in Assignment

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of October 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee named in Assignment, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

40

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LOUIS WALTER MARVEL AND MARY ELIZABETH MARVEL, HIS WIFE

versus

LIBER 144 PAGE 334

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,054 Equity

Ordered, this 18th day of October, 19 62, That the sale of the property in these proceedings mentioned made and reported by WILLIAM E. KIRK, ASSIGNEE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of November next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William E. Kirk, Atty.
(Final Order)

For: MARYLAND GAZETTE Oct. 25th Edition

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LOUIS WALTER MARVEL AND MARY ELIZABETH MARVEL, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of November, 1962 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O'Brien Duckett
JUDGE.

FILED

1962 NOV 30 PM 4:27

41

WILLIAM E. KIRK, Attorney
Towns-Worth Building, South St.
Annapolis, Mar.

Assignee's Sale

Of Valuable Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to the Annapolis Banking and Trust Company, a body corporate, dated August 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, follo 25, default having occurred thereunder, which mortgage has been assigned to William E. Kirk, Assignee, for the purpose of foreclosure; the undersigned, Assignee, will sell at Public Auction on the premises on

Tuesday, Oct. 16, 1962
at 11:00 o'clock A.M.

ALL that fee simple lot situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the Southeast side of Chestnut Lane, as laid out 40 feet wide, the said point of beginning being situate North 56 degrees 48' East, 50 feet from the intersection of the Southeast side of the said Chestnut Lane and the Northeast known as Railroad Avenue, as side of North Greenway, formerly laid out 20 feet wide; and running thence, with the Southeast side of the said Chestnut Lane, North 56 degrees 48' East, 50 feet to the division line between Lots 11 and 12, Block 13-A; and running thence with the said division line, South 33 degrees 12' East, 100 feet; thence running South 56 degrees 48' West, 50 feet to the division line between Lots 11 and 10, Block 13-A; and running thence with the said last mentioned division line, North 33 degrees 12' West, 100 feet to the place of beginning. Courses referred to herein are based on the true meridian. Being Lot 11, Block 13-A, as shown on the revised plat of Blocks 13 and 17, Glen Burnie, as recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 5.

No. 42

BEING the same property conveyed unto Louis Walter Marvel and Mary Elizabeth Marvel, his wife, by John DeGrange, et al, by deed dated July 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422, folio 424.

Improved by frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM E. KIRK
Assignee
Towns-Worth Building, South St.
Annapolis, Maryland
Phone — COlonial 3-4546
ROBERT R. CAMPBELL
Auctioneer

0-11

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 335

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1962

We hereby certify, that the annexed

Assignee's Sale

Louis Walter Marvel

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 October, 1962. The first insertion being made the 20th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962
OCT 31 PM 1:3?

By H. Tilghman

OFFICE F

LIBER 144 PAGE 336

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

Order Nisi Sale

Eq. 15,054

Louis Walter Marvel

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 November, 1962. The first insertion being made the 25th day of October, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,054 Equity

In The Matter of The Mortgaged Real Estate of LOUIS WALTER MARVEL and MARY ELIZABETH MARVEL, his wife

Ordered, this 18th day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by WILIAM E. KIRK, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of November next.

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

LOUIS N. PHIPPS, Clerk

True Copy TEST:

LOUIS N. PHIPPS, Clerk

N-15

FILED

1962 NOV 28 PM 12:30

No. M. G. 333733

43

LIBER 144 PAGE 337

IN THE MATTER OF THE	*	NO. 15,054 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
LOUIS WALTER MARVEL and	*	FOR
MARY ELIZABETH MARVEL, his wife	*	ANNE ARUNDEL COUNTY

* * * * *

AMENDED STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Louis Walter Marvel and Mary Elizabeth Marvel, his wife, to The Annapolis Banking and Trust Company, dated August 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 396 Folio 25		$ 6,950.00
LESS total amount paid on account of principal	$ 3,160.50	3,160.50
		$ 3,789.50
Plus interest to October 16, 1962		226.06
		$ 4,015.56
Credit balance of Escrow Account		16.45
Total amount of mortgage indebtedness		$ 3,999.11

Plus $0.423 per day thereafter.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee, and he acknowledged the aforegoing Amended State of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Edward D. [illegible]

Notary Public

FILED

JAN 17 PM 4:02

LIBER 144 PAGE 338

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

LOUIS WALTER MARVEL and

MARY ELIZABETH MARVEL, his wife

vs.

UNITED STATES OF AMERICA, party defendant

In the

Circuit Court

For

Anne Arundel County

No. 15,054 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
1963 JAN 25 PM 2:51

All of which is respectfully submitted.

January 25, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of February, 1963, 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. G. Fitzhugh, deputy

FILED
1963 FEB 13 AM 9:37

45

46

LIBER 144 PAGE 339

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LOUIS WALTER MARVEL and MARY ELIZABETH MARVEL, his wife,

UNITED STATE OF AMERICA, part defendant

In Acct. with WILLIAM E. KIRK, Assignee

					Cr.	
1962						
Oct.	16	Proceeds of Sale	5,000	00		
		Interest on deferred payment of $4,250.00				
		from 10/16/62 to 1/16/63	63	75	5,063	75
		Refund 1962 Sanitary Commission charges 10/16/62 to 12/31/62 - (18.50)	4	85	4	85
					5,068	60
		To Assignee for fee, viz:	100	00		
		To Assignee for Commissions, viz:	181	91	281	91
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	39	25		
		Joseph W. Alton - sheriff's cost	4	00		
		Auditor - stating this account	30	00	83	25
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	78	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	16	94		
		Robert H. Campbell - auctioneer fee	45	00		
		Globe Indemnity Company- Bond premium	28	00		
		George T. Cromwell, Clerk - certified copies	38	25		
		George T. Cromwell, Clerk- recording short assignment	1	00		
		1962 County & State taxes (148.24) 1/1/62 to 10/16/62	129	67		
		Dorothy P. McNew - notary fees " "	2	00		
		Eleahor M. Dollar - notary fees "	1	00	355	62

		To The Annapolis Banking and Trust Company				
		In full Mortgage claim filed	3,999	11		
		Interest on principal balance of $3,789.50 from 10/16/62 to 2/11/63- 118 days @ 4%	48	96	4,048	07
		To United States of America				
		this balance on account of claim filed	299	75	299	75
					5,068	60

PETITION FOR FORECLOSURE

SHARON BUILDING & LOAN ASSOCIATION, INCORPORATED

VS.

CARNEGIE REALTY, INC., a body corporate, and ALBERT MILLER

LIBER 144 PAGE 341

IN THE

CIRCUIT COURT

OF

[redacted]

ANNE ARUNDEL COUNTY

No. 15,060 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the ....19th..... **day of** February **A. D.** 1962 **the defendant executed and delivered to** the SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED, **a mortgage upon certain** leasehold **property in the** Anne Arundel County, Maryland, ~~City of Baltimore~~ **therein described, to secure the payment of the mortgage debt of** $ 6500.00 **and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

That the aforesaid mortgage is now in default for non-payment of principal and interest.

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.

Theodore C. Denick

THEODORE C. DENICK
301 Munsey Bldg., Baltimore 2, Md.
MUlberry 5-7400
Attorney for Plaintiff

FILED

1962 JUN 29 AM 9:43

DO NOT INDEX
IN CHATTELS
J.C.H.

BOOK 1544 PAGE 439 LIBER 144 PAGE 342

This Mortgage,

Made this 19th day of February, in the year nineteen hundred and sixty-two, by and between

No. 15,060 Equity

ALBERT MILLER and
CARNEGIE REALTY, INC., a body corporate

of the State of Maryland, Mortgagor,

and THE SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagor, being members of said body corporate, have received therefrom an advance of

Sixty-five Hundred ($6500.00) Dollars

on 65 Shares of its stock, which sum has been applied to the purchase price of the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

S 8147

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of One Dollar, the said Mortgagor do grant, convey and assign unto the said Mortgagee, its successor and assigns, all that piece or parcel of ground situate and lying in the 5th Election District of Anne Arundel County, in the State of Maryland, at present known as No. 500 Church Street,

and described as follows, that is to say:

BEGINNING BEING KNOWN AND DESIGNATED as Lot No. 15 on Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Maryland, filed among the Land Records of Anne Arundel County in Cabinet No. 2, Rod E-2, Plat No. 15, New Plat Book No. 17, folio 46.
BEING the same lot of ground which by Deed of Assignment dated September 25, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1512, folio 319, was granted and conveyed by Thomas Isekoff, Trustee, to Carnegie Realty, Inc.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $11.00
STATE OF MARYLAND REGISTER OF WILLS $2.00 $2.00
STATE OF MARYLAND RECORDATION TAX 1947 $1.00 $1.00

1962

14-30

FILED

1962 JUN 29 AM 9:43

2

3

LIBER 144 PAGE 343

BOOK 1544 PAGE 440

Albert Miller, joins in the exceution of this mortgage for the purpose of becoming personally bound, jointly and severally on the covenants contained herein and does hereby expressly covenant to be personally liable, jointly and severally, for the payment of all sums of money due and to accure under this mortgage, his liability to be that of principal and Co-Mortgagor.

AND IT IS AGREED and understood by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of default in any of the payments, covenants or conditions of this or any prior Mortgage, if any, in whole or in part on the property hereinabove described, the entire Mortgage debt secured by the within mortgage then due and owing, together with accrued interest thereon, shall thereupon at the option of the Mortgagee, its successor or assigns, become due and payable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter.

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

AND WHEREAS, this Mortgage shall also secure future advances as provided by the Laws of Maryland.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas, electricity 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, ~~XXXXXXXX~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; subject to the payment of the yearly rent of $ 96.00 , payable in equal semiannual instalments on the 7th days of May and November in each and every year.

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

 and for itself, its successors

AND the said Mortgagor for himself, his heirs, personal representatives successors and assigns/covenants with the said Mortgagee, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly the sum of 20 cents on each of said 65 shares of stock as dues until the combined payments of dues shall amount to One Hundred ($100.00) Dollars, for each of said shares; and also to pay weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that, whenever, by the payment of said dues the sum of One Hundred ($100.00) Dollars shall be paid upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Mortgagee, all interest and premium shall cease as to one share of said loan, and so on until said loan shall have been fully paid; also to pay all ground rent, insurance, payments on prior mortgages, if any, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand; and for the purpose of paying said ground rent, insurance, payments on prior mortgages, if any, water rent and taxes and all other public dues, charges, rents and assessments upon said property, the said Mortgagor hereby covenants and agrees to pay weekly to said Mortgagee the further sum of $5.75 or as much as may be necessary, out of which said Mortgagee is to pay the said above mentioned charges and expenses thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay the said above mentioned charges and expenses thereon, that the said Mortgagor will on demand pay the difference to the said Mortgagee, but should said sum so paid over the life of this mortgage be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said Mortgagee, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on the Mortgagor by said Mortgagee in accordance with its act of incorporation, constitution and by-laws.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of 6 years from the date hereof; and failure on the part of the Mortgagor so to pay the balance of this mortgage indebtedness shall constitute and be a default in this mortgage.

AND that, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay the said attorney, a fee of One Hundred ($100.00) Dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the power herein contained; and that, after the said property has been advertised for sale, under such power, the said attorney shall be entitled to receive, in addition to the fee hereinbefore provided for, a fee of One Hundred ($100.00) Dollars.

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

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

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

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

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

WITNESS the hand and seal of the said Mortgagor, Albert Miller, and the hand of the duly authorized officer of Carnegie Realty, Inc., with the corporate seal affixed thereto.

Albert Miller (SEAL)
ALBERT MILLER

CARNEGIE REALTY, INC. (SEAL)

WITNESS: by Albert Miller
ALBERT MILLER, Pres.

C. Wharton Brown (SEAL)
C. WHARTON BROWN

CARNEGIE REALTY, INC. SEAL MARYLAND

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LIBER 144 PAGE 345 BOOK 1544 PAGE 442

STATE OF MARYLAND, City of Baltimore, to wit;

I HEREBY CERTIFY, That on this 19th day of Febuary, 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 the Mortgagors named in the foregoing mortgage, and acknowledged the foregoing mortgage to be his act. At the same time also appeared Albert Miller, President of Carnegie Realty, Inc., and he acknowledged the foregoing Mortgage to be its corporate act.

AT THE SAME time also appeared Zell C. Hurwitz, Vice-President of said Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and notarial seal

C Wharton Brown
Notary Public

Rec'd for record Feb. 20, 1962 at 8:52 A.M.
Mailed to Zell C. Hurwitz

9.50

MORTGAGE

FROM

ALBERT MILLER et al

Carnegie

TO

SHARON B. & L. ASSOCIATION, INC.

BLOCK No.

Received for Record ..... 19 ..... at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... Land Records of ..... and examined per ..... Clerk.

Cost of Record, $.....

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 FEB 20 AM 8:52
& RECORDED IN LIBER 6TC
NO. 1544 FOLIO 439
GEO. L. CROMWELL, CLERK

ZELL C. HURWITZ
Attorney at Law
349 N. CALVERT STREET
BALTIMORE 2, MARYLAND

14.50

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

LIBER 144 PAGE 346

SHARON BUILDING & LOAN ASSOCIATION, INCORPORATED

vs.

CARNEGIE REALTY, INC., and a body corporate

ALBERT MILLER

IN THE

CIRCUIT COURT

OF

[redacted]

ANNE ARUNDEL COUNTY

No. 15,060 Equity

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared C. WHARTON BROWN, MANAGER OF SHARON BUILDING & LOAN ASSOCIATION, INCORPORATED 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. Wharton Brown
Affiant.

Subscribed and sworn to before me this 26 day of June 1962.

Theodore C. Denick
Notary Public

THEODORE C. DENICK NOTARY PUBLIC BALTIMORE

FILED

1962 JUN 29 AM 9:44

STATEMENT OF MORTGAG CLAIM

Sharon Building & Loan Association, Inc.

vs.

Carnegie Realty, Inc., a body corporate

Albert Miller

IN THE LIBER 144 PAGE 347

CIRCUIT COURT

— OF —

[redacted]

ANNE ARUNDEL COUNTY

No. 15,060 Equity

STATEMENT OF MORTGAGE DEBT

Property 500 Church Street

Anne Arundel County, Md.

Original Mortgage	6500.00
Principal Paid	75.75
Balance	6424.25
Interest & Fines	143.65
Pre-Release fee	65.00
	6632.90
Expense Credit	66.15
	6566.75

— Sharon Building & Loan Association, Inc.

C. W. Brown

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of June in the year nineteen hundred and Sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared C. W. Brown, Manager Sharon Building and Loan Association, Inc.

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

1962 JUN 29 AM 9:14

As witness my hand and Notarial Seal.

Theodore C Dennis

Notary Public.

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LIBER 144 PAGE 348

DECREE FOR SALE OF MORTGAGE PREMISES

SHARON BUILDING & LOAN ASSOCIATION, INCORPORATED

vs.

CARNEGIE REALTY, INC., a body corporate

and

ALBERT MILLER

IN THE

CIRCUIT COURT

—OF—

[redacted]

ANNE ARUNDEL COUNTY

No. 15,060 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 29th day of June in the year nineteen hundred and sixty-two, by the Circuit Court of [redacted] 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 ZELL C. HURWITZ be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seven Thousand ($7,000.00) 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 [redacted] Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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 -2 AM 9:03

8

Trustee's Bond

LIBER 11 PAGE 482

No. 15,060 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 144 PAGE 349

THAT WE Zell C. Hurwitz

as principal, and The Fidelity and Casualty Company of New York a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and no/100---------- 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 November in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Zell C. Hurwitz by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell 500 Church Street

mentioned in the proceedings in the case of Sharon Building & Loan Association, Inc.

vs.

Albert Miller and Carnegie Realty, Inc.

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Zell C. Hurwitz 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

Theodore C. Denick

THEODORE C. DENICK

Signed, sealed and delivered in the presence of

Irene Lathroum

Zell C. Hurwitz, Trustee (SEAL)

Zell C. Hurwitz (SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)

Mary A. Upman, Attorney-In-Fact (SEAL)

Anne Lathroum, as to surety Mary A. Upman, Attorney-In-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint Samuel R. Zetzer and /or Robert S. Zetzer and/ or Mary A. Upman its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said The Fidelity and Casualty Company of New York duly affixed by its Vice-President and attested by its ~~Assistant~~ Secretary, this 6th day of November, 19~~6~~62

The Fidelity and Casualty Company of New York

By: Vice President

ATTEST:

~~Assistant~~ Secretary

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

November 6, 1962

The Fidelity and Casualty Company of New York

~~Assistant~~ Secretary

FILED

1962 NOV -7 AM 9:42

Bond approved this 7 day of November, 1962

Louis N. Phipps, Clerk

9

THEODORE C. DENICK
Solicitor
301 Munsey Bldg.
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Property

500 CHURCH STREET
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
MARYLAND

By virtue of the Decree of the Circuit Court for Anne Arundel County (Equity No. 15060) the undersigned, Trustee, will sell at public auction, on the premises, on

Wednesday, Nov. 7, 1962
At 1 O'Clock 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. 15 on Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Maryland, filed among the Land Records of Anne Arundel County in Cabinet No. 2, Rod E 2, Plat No. 15, New Plat Book No. 17, folio 46.

Subject to an annual Ground Rent of $96.00, and improved by a dwelling.

TERMS OF SALE: One-third CASH, balance in six and twelve months, or all cash, as the purchaser may elect at time of sale, credit payments to bear interest from date of sale, and to be secured to the satisfaction of the undersigned Trustee.

All expenses, including special paving taxes, if any, to be adjusted to date of sale. Interest to be charged on the balance of the unpaid purchase money from date of sale to date of settlement. Documentary stamps to be paid by purchaser. A deposit of $500.00 will be required of the purchaser at the time and place of sale.

ZELL C. HURWITZ, Trustee
MICHAEL FOX
Auctioneer

No. 1962
N-1

10

OFFICE OF 15,060 Q

LIBER 144 PAGE 350

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

Trustee's Sale
500 Church St, Eq 15,060

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1962. The first insertion being made the 11th day of October, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
NOV -9 PM 4:20

By H. Tilghman

STATEMENT OF MORTGAGE AIM

SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

CARNEGIE REALTY, INC. and ALBERT MILLER

IN THE

CIRCUIT COURT

— OF —

[redacted]

ANNE ARUNDEL COUNTY

EQUITY No. 15,060

LIBER 144 PAGE 351

AMENDED

STATEMENT OF MORTGAGE DEBT

Property No. 500 Church Street,
Anne Arundel County, Maryland.

Original Mortgage	$6500.00
Principal paid	102.60
Balance	6397.40
Interest and fines	163.20
Pre-Release fee	64.00
	6624.60
Expense account credit	215.87
TOTAL AMOUNT DUE----------	$6408.73

SHARON BUILDING AND LOAN
ASSOCIATION, INCORPORATED

BY: C Wharton Brown
Agent

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th day of November 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. Wharton Brown, Agent for

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

FILED
1962 NOV 13 AM 9:39

As witness my hand and Notarial Seal,

Theodore C D[illegible]
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY, That on this 7 day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared HARRY ROBERT YAUGER, Sr., & Betty M. YAUGER, his wife purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Harry Robert Yauger, Sr. (seal)
Betty M. Yauger (SEAL)
Purchaser (PLACE)

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 NOV 13 AM 9:40

12

LIBER 144, PAGE 353

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

vs.

500 Church St.

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

MICHAEL FOX, AUCTIONEER

By Michael Fox

Subscribed and sworn to before me, a Notary Public in and for the City of Baltimore, by _____ this 7th day of November, 1962.

Florence S. Woolston

Florence S. Woolston Notary Public

1962 NOV 13

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REPORT OF SALE

SHARON BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

CARNEGIE REALTY, INC. and ALBERT MILLER

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
No. 15,060 Equity

LIBER 144 PAGE 354

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

The Report of Sale of Zell C. Hurwitz,

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

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 Capital-Gazette

Anne Arundel County

a ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 7th day of November 19 62 at 1:00 o'clock P. M. attend on the premises and then and there sold ~~and~~ at and for the sum of Seventy-Five Hundred ($7500.00) the property mentioned in the within proceedings and known as No. 500 Church Street subject to an annual ground rent of $96.00 unto HARRY ROBERT YAUGER, SR. AND BETTY M. YAUGER, his wife,, theybeing the highest bidder for the same.

Respectfully submitted,
Zell C. Hurwitz Trustee
Zell C. Hurwitz, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 7th day of November 19 62 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Zell C. Hurwitz,

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

As witness my hand and Notarial Seal,

1962 NOV 13 AM 9:40

Theodore C. Brauer
Notary Public

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ORDER NISI

SHARDON BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

CARNEGIE REALTY, INC. AND ALBERT MILLER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,060 Equity

LIBER 144 PAGE 355

Ordered, this 13th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by Zell C. Hurwitz, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of December 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 December next.

The report states that the amount of sale was $7,500.00

Louis B. Phipps Clerk.

True Copy,

TEST: Clerk.

THEODORE C. DENICK, ATTY. FOR: MARYLAND GAZETTE Nov. 15th Edition

(Final Order)

SHARDON BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

CARNEGIE REALTY, INC. AND ALBERT MILLER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of December, 1962 that the sale made and reported by the TRUSTEE aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the TRUSTEE allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 DEC 19 AM 11:16

15

Additional
Trustee's Bond

LIBER 11 PAGE 488

15,060 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 144 PAGE 356

THAT WE Zell C. Hurwitz

as principal,

and The Fidelity and Casualty Company of New York a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred and no/100---------- 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 14th day of November in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Zell C. Hurwitz by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell 500 Church Street

mentioned in the proceedings in the case of Sharon Building & Loan Association, Inc.

vs.

Albert Miller and Carnegie Realty, Inc.

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Zell C. Hurwitz 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

Theodore C. Denick
THEODORE C. DENICK
Signed, sealed and delivered in the presence of
Anne Lathroum
Anne Lathroum, as to surety

Zell C Hurwitz, trustee (SEAL)
Zell C. Hurwitz
(SEAL)
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
(SEAL)
(SEAL)
BY: Robert S. Zetzer, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint Samuel R. Zetzer and /or Robert S. Zetzer and/ or Mary A. Upman its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said The Fidelity and Casualty Company of New York duly affixed by its Vice-President and attested by its ~~Assistant~~ Secretary, this 14th day of November, 19~~5~~62

The Fidelity and Casualty Company of New York
By: [signature]
Vice President

ATTEST: [signature]
~~Assistant~~ *Secretary*

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

November 14, 1962

The Fidelity and Casualty Company of New York
[signature]
~~Assistant~~ *Secretary*

Bond approved this 16th day of November, 1962
Louis N. Phipps, Clerk

1962 NOV 16 AM 11:08

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 357

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,060

Carnegie Realty, Inc. and

Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December, 1962. The first insertion being made the 15th day of November, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1962 DEC 11 PM 4:31

No. M. G. 34022

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,060 Equity

SHARDON BUILDING AND LOAN ASSOCIATION, INCORPORATED

VERSUS

CARNEGIE REALTY, INC. and ALBERT MILLER

Ordered, this 13th day of November, 1962, That the Sale of the property in these proceedings mentioned made and reported by Zell C. Hurwitz, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of December 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 December next.

The report states that the amount of sale was $7,500.00.

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

D-6

LIBER 144 PAGE 358

In the Case of

SHARON BUILDING AND LOAN ASSOCIATION INCORPORATED

VS.

CARNEGIE REALTY, INC., A BODY CORPORATE AND ALBERT MILLER

In the

Circuit Court

For

Anne Arundel County

No. 15,060 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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1963 JAN 31 AM 10:57

All of which is respectfully submitted.

January 31, 1963

Arthur A. Anderson, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of February, 1963, 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
1963 FEB 18 AM 9:07

18

Dr. Mortgaged Real Estate of Carnegie Realty, Inc. & Albert Miller

In Acct. with Zell C. Hurwitz, Trustee

Cr.

	By	Amount of Sale, as per Trustee's				
		Report of Sale filed	7,500	00		
	By	Interest, 6%, on deferred payment				
		from 11/19/62 to 1/10/63	73	45		
					7,573	45
	To	Trustee for fee, viz.	200	00		
	To	Trustee for commissions, viz.	255	00		
					455	00
	To	Trustee for court costs, viz.				
		Plaintiff's Solicitor-appearance fee	10	00		
		Clerk, court costs	33	50		
		Auditor, this account	30	00		
					73	50
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	67	52		
		Fidelity & Casualty Co. - bond	33	00		
		Michael Fox				
		Advertising - Sun 24.10				
		Commission 247.50	271	60		
		Notary fees	2	00		
		Adjustment- 1961-62 Sanitary charges	47	18		
		Ground rent installment due 11/7/62	48	00		
					469	30
	To	Sharon Building & Loan Association,				
		Inc. Mortgagor, in full for Mortgage				

		claim filed	6,408	73		
		Interest, 6%, on principal balance,				
		$6,397.40, from 11/7/62 to 2/15/63	108	93		
					6,517	66
	To	Sharon Building Loan Association,				
		Inc., on account of claim filed			57	99
					7,573	45

LIBER 144 PAGE 361

CHARLES J. JOHNSON and
MARIE L. JOHNSON, his wife
5101 Brookwood Road
Baltimore 25, Maryland

Plaintiffs

vs.

EVERETT L. WOLFE also known as
EVERETT L. WOLFE, JR. and
GRAYCE LENORE WOLFE, his wife
last known address
5101 Brookwood Road
Baltimore 25, Maryland

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,752

* * * * * * * *

BILL OF COMPLAINT

Your Orators by their Solicitors repsectfully represent to this Honorable Court:

1. That on or about July 29, 1949 your Orators herein, the said Charles J. Johnson and Marie L. Johnson, his wife, contracted to purchase certain property from the Defendants herein; that on October 7, 1949 settlement was held and the full consideration was paid in accordance with the aforesaid Contract by your Orators to the Defendants; that the Deed, which was signed and acknowledged by the Defendants, conveying the hereinafter referred to property to your Orators was misplaced and was never recorded among the Land Records of Anne Arundel County, Maryland; that the Defendants herein have no interest in said property but are the record holders of the title to said property for the benefit of your Orators. That a photostatic copy of the aforesaid Contract of Sale is filed herein and marked "Plaintiffs' Exhibit No. 1."

2. That the property referred to in the preceding paragraph is set forth in detail in the Deed from Eljo Homes, Inc. to Everett L. Wolfe and Grayce Lenore Wolfe, his wife, dated July 22, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 421, folio 234, and known as Lot 61 as shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 10. The Improvements thereon are known as 5101 (formerly 301) Brookwood Road. That a certified copy of the Deed is filed herein and

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marked "Plaintiffs' Exhibit No. 2."

3. That the Defendants herein made two Mortgages to the Washington Irving Trust Company, both dated July 22, 1947 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 421, folio 237 and Liber J.H.H. 421, folio 241 respectively. That the County Trust Company of Tareytown, New York is the successor to the Washington Irving Trust Company. That your Orators herein have assumed the payment of the aforesaid Mortgages and have made monthly payments on said Mortgages since they purchased said property. That certified copies of said Mortgages are filed herewith and marked "Plaintiffs' Exhibit No.3" and "Plaintiffs' Exhibit No. 4," respectively.

4. That the present address of the Defendants is unknown. That the last known address is the hereinaforesaid property on 5101 Brookwood Road, Baltimore 25, Maryland.

5. That this Bill of Complaint is brought for the purpose of proving a resulting Trust in favor of your Orators for the property set forth herein.

TO THE END THEREFORE:

1) That a resulting Trust in favor of your Orators be declared for the property herein referred to.

2) That a Trustee be appointed to convey all right, title and interest of the Defendants in and to the herein described property to your Orators.

3) That an Order of Publication be passed giving notice to the Defendants of this suit as pending against them.

4) And for such other and further relief as the nature of this case may require.

Charles J. Johnson

Charles J. Johnson, Plaintiff

Marie L. Johnson

Marie L. Johnson, Plaintiff

Eliot Siskind

Eliot Siskind
Solicitor for Plaintiffs

Jerome Connell

Jerome Connell
Solicitor for Plaintiffs
Suite 203 Azar Building
Roesler Road and Ritchie Highway
Glen Burnie, Maryland
Southfield 1-2430

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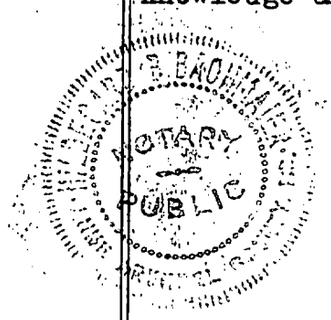
LIBER 144 PAGE 363

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

I hereby certify that on this 5th day of December, 1961, personally appeared before me, a Notary Public in and for the State and County aforesaid, CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife, and made oath in due form of law that the matters and facts set forth herein are true to the best of their knowledge and belief.



Hildegard B. Buchanan
Notary Public

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

LIBER 144 PAGE 364

No. 14,752 Equity

This Agreement of Sale, made this 29th. day of July nineteen hundred and forty nine, between Everett L. Wolfe Jr. & Grayce L. Wolfe, his wife Seller, and Charles J. Johnson & Marie L. Johnson, his wife, Buyer 5002 Brookwood Road

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in State of Maryland, Anne Arrundel County and known as 5101 Brookwood Road, subject to an annual ground rent of seventy eight ($78) dollars. This sale is also subject to the present tenancy and the rental regulations.

at and for the price of SEVENTY EIGHT HUNDRED TWENTY FIVE -00/100 Dollars ($ 7825.00)

of which TWO HUNDRED -00/100 Dollars ($ 200.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: an additional one hundred dollars ($100) in cash on or before 8/6/49 and a note is to be signed for the amount of three hundred dollars ($300), said note payable at $25 a month. Balance of sale price is to be paid by the assumption of the present mortgage with the County Trust Company. Settlement to take place within forty five days from the date of this contract

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Baltimore, to Edward J. Kessler T/A Kessler Realty Company

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

WITNESS—AS TO SELLER'S SIGNATURE .... Everett L. Wolfe Jr. (SEAL) SELLER'S SIGNATURE

WITNESS—AS TO SELLER'S SIGNATURE .... Grayce L. Wolfe (SEAL) SELLER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE .... Charles J. Johnson (SEAL) BUYER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE .... Marie L. Johnson (SEAL) BUYER'S SIGNATURE

Exhibit #1

ASSIGNMENT—CODE—CITY OR COUNTY LIBER 421 PAGE 234

LIBER 144 PAGE 365

This Deed, Made this 22nd day of July No. 14,702, Equity

in the year one thousand nine hundred and forty-seven by and between

ELJO HOMES, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, of the first part, and

EVERETT L.WOLFE and GRAYCE LENORE WOLFE , his wife, of Anne Arundel County, State of Maryland,

of the second part.

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

the said party of the first part,

do th grant and convey unto the said parties of the second part, as tenants by the entireties, their personal representatives,

and assigns, all that lot of ground situate in Anne Arundel County , State aforesaid, and described as follows, that is to say:

BEING known and designated as Lot No. 61 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements thereon are known as 5101 (formerly 361) Brookwood Road.

BEING one of the lots of ground which by an Assignment dated February 18, 1947 and recorded among the Land Records of Anne Arundel County on April 24, 1947 was granted and assigned by Hyman P. Tatelbaum, Assignee, unto said Grantor herein.

SUBJECT, however, to the covenants, conditions and restrictions contained in a Deed and Agreement by and between the Brookwood Building Corporation and The Thomas Company dated June 15, 1943 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 279 folio 310.

Exhibit # 2

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5

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

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties their personal representatives,

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 Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. days of February and August.

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 hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS, ~~the hand and seal of said grantor~~ the corporate seal of the Eljo Homes, Inc. and the signature of Leonard Bernstein, the Vice-President.

Test:

ELJO HOMES, INC.

BY: Leonard Bernstein (SEAL.)
LEONARD BERNSTEIN, VICE-PRESIDENT

J. Hodge Smith (SEAL)
J. HODGE SMITH

LIBER 421 PAGE 236

STATE OF MARYLAND, Baltimore City , TO WIT: LIBER 144 PAGE 367

I HEREBY CERTIFY, That on this 22nd day of July in the year one thousand nine hundred and forty-seven before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County ~~aforesaid~~ personally appeared LEONARD BERNSTEIN, the Vice-President of the Eljo Homes, Inc.

the grantor named in the above Deed, and he acknowledged the aforegoing Deed to be the act of said body corporate. ~~xxxxx~~

AS WITNESS my hand and Notarial Seal.

J. Hodge Smith

J. HODGE SMITH Notary Public.

Recorded- 29-July-1947- at 2-45 P.M.

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. 421 folio 234 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 27th doy of DECEMBER A. D., 1961.

George J. Cromwell

Clerk of the Circuit Court for Anne Arundel County

FORM APPROVED.....

READY FOR RECORD.....

K. Henry Arnold

LIBER 421 PAGE 237

LIBER 144 PAGE 368

PHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

MORTGAGE

No. 14,752, Equity

THIS MORTGAGE, Made this 22nd day of July, A. D. 1947, by and between EVERETT L. WOLFE and GRAYCE LENORE WOLFE,, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY, a corporation organized and existing under the laws of the State of NEW YORK hereinafter called the Mortgagee.

~~WHEREAS the Mortgagor is a member of the said body corporate and has received therefrom an advance of SIX THOUSAND Dollars ($ 6,000.00) on the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

being part of the purchase money for the property hereinafter described

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY TWO HUNDRED Dollars ($ 6,200.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, New York ~~Maryland~~, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY TWO AND 74/100 Dollars ($ 32.74), commencing on the first day of September, 19 47, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 72. 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—20920-1

BEING known and designated as Lot No. 61 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 5101 (formerly 301) Brookwood Road.

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

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

FILED Exhibit #3

1961 DEC 27 PM 2:58

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. days of February and August.

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 provisions of Title VI 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 of four ~~and one-half~~ per centum (4½%) per annum 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 provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S.Calwell or Joseph J. Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs 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.

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:

J. Hodge Smith
J. HODGE SMITH

Everett L. Wolfe [SEAL]
EVERETT L. WOLFE

Grayce Lenore Wolfe [SEAL]
GRAYCE LENORE WOLFE

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 22nd day of July, County 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore / aforesaid, personally appeared EVERETT L. WOLFE and GRAYCE LENORE WOLFE, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Joseph J. Callahan, 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.

J. Hodge Smith
J. HODGE SMITH *Notary Public.*

APPROVED... FOR RECORD...

Recorded-29-July-1947- at 2-45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber J.H.H. No. 421 folio 237 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 27th day of DECEMBER A. D., 1961.

George J. Cromwell
Clerk of the Circuit Court for Anne Arundel County

LIBER 421 PAGE 241 LIBER 144 PAGE 372

VA Form 4-6318 (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND
County

MORTGAGE

No. 14,752 Equity

THIS MORTGAGE, made this 22nd day of July, A. D. 19 47, by and between EVERETT L. WOLFE and GRAYCE LENORE WOLFE, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY

a corporation organized and existing under the laws of the State of New York 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 HUNDRED AND NINETY Dollars ($ 1390.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, New York ~~Maryland~~ or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Dollars ($), commencing on the first day of September, 19 47, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 72. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 61 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 5101 (formerly 301) Brookwood Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by the Eljo Homes, Inc. unto said Mortgagors herein; subject to a first mortgage of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from said Mortgagors herein to Washington Irving Trust Company in the amount of Six Thousand ($6,200.00) Dollars.

Exhibit # 4

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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:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. days of February and August.

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 Mortagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortagee 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.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S.Calwell or Joseph J.Callahan its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in ANNE ARUNDEL COUNTY ~~County~~, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient;

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and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for ANNE ARUNDEL County, in Equity, which said expenses, costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs 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.

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 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:

J. Hodge Smith
J. HODGE SMITH

Everett L. Wolfe [SEAL]
EVERETT L. WOLFE

Grayce Lenore Wolfe [SEAL]
GRAYCE LENORE WOLFE

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 22nd day of July, 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~ personally appeared EVERETT L. WOLFE and GRAYCE LENORE WOLFE, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Joseph J. Callahan 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.

J. Hodge Smith
J. HODGE SMITH *Notary Public.*

FORM APPROVED ..... ATTY.

READY FOR RECORD .....

Recorded- 29 July-1947- at 2-45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber J.H.H. No. 421 folio 241 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 27th day of DECEMBER A. D., 196 1

George J. Cromwell
Clerk of the Circuit Court for Anne Arundel County

LIBER 144 PAGE 378

CHARLES J. JOHNSON and
MARIE L. JOHNSON, his wife
5101 Brookwood Road
Baltimore 25, Maryland

vs.

EVERETT L. WOLFE also known as
EVERETT L. WOLFE, JR. and
GRAYCE LENORE WOLFE, his wife
last known address
5101 Brookwood Road
Baltimore 25, Maryland

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,752

* * * * * * *

PETITION TO AMEND TITLING
AND PASS AN ORDER OF PUBLICATION

The Plaintiffs herein, by their Solicitor, Eliot Siskind, respectfully petition this Honorable Court as follows:

1. That the Sheriff of Anne Arundel County has endeavored to serve the Defendants in this matter and has made two returns of Non Est.

2. That the Petitioners do not know of any other address at which the Defendants can be served.

3. That your Petitioners desire to have an Order of Publication passed to insure that all possible means are taken to serve the Defendants.

4. That in case the Defendants have died, your Petitioners desire that the unknown heirs or devisees of said Defendants also be properly served.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order to have the Defendants served by an Order of Publication and also amend the titling of this suit so that the names of the Defendants be changed to Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, and the unknown heirs and devisees of the said Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife.

Eliot Siskind

Eliot Siskind, Solicitor for
the Petitioners
12 Crain Highway, N. W.
Glen Burnie, Maryland
Southfield 6-3750

FILED

1962 MAR 29 PM 12:05

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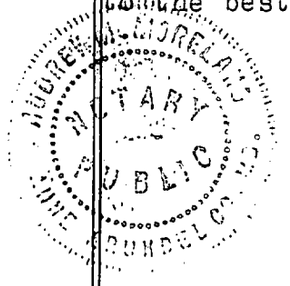
LIBER 144 PAGE 377

A F F I D A V I T

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

I hereby certify that on this 28th day of MARCH, 1962, personally appeared Eliot Siskind, Solicitor for the Plaintiffs herein, and made oath in due form of law that the matters and facts contained in the aforegoing Petition are true to the best of his knowledge and belief.



Audrey M. Moreland
Notary Public

ORDER OF COURT

Upon consideration of the aforegoing Petition and Affidavit it is this 29th day of March, 1962 ORDERED BY THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY in Equity that an Order of Publication be passed in the above entitled suit and the titling of said suit amended so that the names of the Defendants be changed to Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, and the unknown heirs and devisees of the said Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife.

J. Walter Evans
JUDGE

FILED

1962 MAR 30 PM 3:00

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Jerome Connell, Attorney
Suite 203 Aze Building
Glen Burnie, Maryland

LIBER 144 PAGE 378

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 14,252

CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife,
5101 Brookwood Road, Baltimore, Maryland

vs.

EVERETT L. WOLFE also known as EVERETT L. WOLFE, JR.
and GRAYCE LENORE WOLFE, his wife, last known address 5101
Brookwood Road, Baltimore 25, Maryland
and the unknown heirs and devisees of the said EVERETT L. WOLFE,
also known as EVERETT L. WOLFE, JR. and GRAYCE LENORE WOLFE, his
wife

ORDER OF PUBLICATION

The object and purpose of this suit is to declare a resulting Trust in favor of your Orators, Charles J. Johnson and Marie L. Johnson, his wife. The Bill of Complaint states among other things that on July 29, 1949 your Orators herein contracted to purchase certain property from the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife. That on October 7, 1949 settlement was held and the full consideration was paid in accordance with the aforesaid contract by your Orators to the aforesaid Defendants. That the Deed which was signed and acknowledged by the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, conveying the hereinafter referred to property to your Orators was misplaced and was never recorded among the Land Records of Anne Arundel County, Maryland. That said property is set forth in detail in the Deed from Eljo Homes, Inc. to Everett L. Wolfe and Grayce Lenore Wolfe, his wife, dated July 22, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 421, folio 234 and known as Lot 61 as shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 10. The Improvements thereon are known as 5101 (formerly 301) Brookwood Road. That the Defendants herein, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, made two Mortgages to the Washington Irving Trust Company both of said Mortgages dated July 22, 1947 and recorded among the Land Records of Anne Arundel County, Maryland

1962 APR -4 AM 9:21

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in Liber J.H.H. 421, folio 237 and Liber J.H.H. 421, folio 241 respectively. That the County Trust Company of Tareytown, New York is the successor to the Washington Irving Trust Company. That your Orators herein have assumed the payment of said Mortgages and have made monthly payments on said Mortgages since they purchased said property. That the last known address of the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, was the hereinaforesaid property 5101 Brookwood Road, Baltimore 25, Maryland. That the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, have no interest in said property but are the record holders of the title to said property for the benefit of your Orators.

It is thereupon this 4th day of April, 1962 by the Circuit Court for Anne Arundel County in Equity ORDERED that Notice be given by the insertion of the Order of Publication in some newspaper having a general circulation in Anne Arundel County, Maryland, once a week for four successive weeks before the 14th day of May, 1962, next warning the said Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, and the unknown heirs and devisees of the said Everett L. Wolfe, also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, to be and appear in this Court in proper person or by Solicitor on or before the 15th day of June, 1962 and answer the Bill of Complaint or thereafter a Final Decree will be passed declaring a resulting Trust in favor of your Orators.

George T. Gruwell
Clerk

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Jerome Connell, Attorney
Suite 203 Azar Building
Glen Burnie, Maryland
IN THE CIRCUIT COURT
FOR ANNE
ARUNDEL COUNTY.
Equity No. 14,752.
CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife, 5101 Brookwood Road, Baltimore, Maryland.

vs.

EVERETT L. WOLFE also known as EVERETT L. WOLFE JR. and GRAYCE LENORE WOLFE, his wife, last known address 5101 Brookwood Road, Baltimore 25, Maryland and the unknown heirs and devisees of the said EVERETT L. WOLFE, also known as EVERETT L. WOLFE, JR and GRAYCE LENORE WOLFE, his wife

ORDER OF PUBLICATION

The object and purpose of this suit is to declare a resulting Trust in favor of your Orators, Charles J. Johnson and Marie L. Johnson, his wife. The Bill of Complaint states among other things that on July 29, 1949 your Orators herein contracted to purchase certain property from the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife. That on October 7, 1949, settlement was held and the full consideration was paid in accordance with the aforesaid contract by your Orators to the aforesaid Defendants. That the Deed which was signed and acknowledged by the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, conveying the hereinafter referred to property to your Orators was misplaced and was never recorded among the Land Records of Anne Arundel County, Maryland. That said property is set forth in detail in the Deed from Eljo Homes, Inc. to Everett L. Wolfe and Grayce Lenore Wolfe, his wife, dated July 22, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 421, folio 234 and known as Lot 61 as shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 10. The Improvements thereon are known as 5101 (formerly 301) Brookwood Road. That the Defendants herein, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, made two Mortgages to the Washington Irving Trust Company both of said Mortgages dated July 22, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J. H. H. 421, folio 237 and Liber J. H. H. 421, folio 241 respectively. That the County Trust Company of Tareytown, New York is the successor to the Washington Irving Trust Company. That your Orators herein have assumed the payment of said Mortgages and have made monthly payments on said Mortgages since they purchased said property. That the last known address of the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce

OFFICE OF

The ANNE ARUNDEL STAR

LIBER 144 PAGE 341

GLEN BURNIE, MD., May 3, 1962

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication Equity No. 14,752

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 14th day of May 1962, that is to say the same was inserted in the issues of April 12,19,26, May 3, 1962

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Edith Greenwood

1962 MAY -4 PM 2:33

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Lenore Wolfe, his wife, was the hereinaforesaid property 5101 Brookwood Road, Baltimore 25, Maryland. That the Defendants, Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, have no interest in said property but are the record holders of the title to said property for the benefit of your Orators.

It is thereupon this 4th day of April, 1962 by the Circuit Court for Anne Arundel County in Equity ORDERED that Notice be given by the insertion of the Order of Publication in some newspaper having a general circulation in Anne Arundel County, Maryland, once a week for four successive weeks before the 14th day of May, 1962, next warning the said Everett L. Wolfe also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, and the unknown heirs and devisees of the said Everett L. Wolfe, also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife, to be and appear in this Court in proper person or by Solicitor on or before the 15th day of June, 1962 and answer the Bill of Complaint or thereafter a Final Decree will be passed declaring a resulting Trust in favor of your Orators.

George T. Cromwell
Clerk

TRUE COPY TEST:
George T. Cromwell, Clerk

To May 3

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 14,752

LIBER 144 PAGE 38

CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife,
5101 Brookwood Road, Baltimore, Maryland

vs.

EVERETT L. WOLFE also known as EVERETT L. WOLFE, JR.
and GRAYCE LENORE WOLFE, his wife, last known address 5101
Brookwood Road, Baltimore 25, Maryland
and the unknown heirs and devisees of the said EVERETT L. WOLFE,
also known as EVERETT L. WOLFE, JR. and GRAYCE LENORE WOLFE,
his wife

* * * *

INTERROGATORIES

TO: COUNTY TRUST COMPANY
P. O. Box 6
Tarrytown, New York

BY: CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife,
PLAINTIFFS

Propounded Pursuant to Maryland Rules

You are requested to answer the following Interrogatories. Said answers should be subscribed and sworn to before a Notary Public:

(a) These Interrogatories are continuing in character so as to require you to file supplementary answers if you obtain further or different information before trial.

(b) Where the name or identity of person is requested please state full name, address, and also business address, if known.

(c) Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances of the occurence mentioned or complained of in the pleadings.

(d) Where knowledge or information or possession of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys. When answer is made by a corporate defendant, state the name, address, and title of the person supplying the information, and making the affidavit, and the source of his information.

1952 JUL 23

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(e) The pronoun "you" refers to the party to whom these Interrogatories are addressed, and the persons mentioned in clause (d).

1. State your relationship to the Washington Irving Trust Company. If you are the successor to the said Washington Irving Trust Company, give the date on which you became the successor, and whether the same was in accordance with the laws of your state.

2. If you are the successor to the Washington Irving Trust Company, state whether you are presently holding two (2) Mortgages, originally made to the Washington Irving Trust Company, on certain property in Anne Arundel County, Maryland, known as Lot 61 as shown on a Plat of Brookwood, which plat is duly recorded among the Land Records of Anne Arundel County, Maryland in Cabinet 3, Rod E-4, Plat 10. The improvements thereon known as 5101 (formerly 301) Brookwood Road. The original Mortgagors being Everett L. Wolfe, also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife. Said Mortgages being dated July 22, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 421 Folio 237 and Liber J.H.H. 421 Folio 241 respectively.

3. If you are the successor to the Washington Irving Trust Company, state whether the payment of the aforesaid Mortgages referred to in Question 2 was assumed by Charles J. Johnson and Marie L. Johnson, his wife.

4. State when payment of the aforesaid Mortgages was begun by the said Charles J. Johnson and Marie L. Johnson, his wife; and further, whether payment of the aforesaid Mortgages by the said Charles J. Johnson and Marie L. Johnson, his wife, has continued from the time first begun down to the present date.

5. State whether you have any other information which could be used as evidence to prove the transfer of the title from Everett L. Wolfe, also known as Everett L. Wolfe, Jr. and Grayce

Lenore Wolfe, his wife, to Charles J. Johnson and Marie L. Johnson, his wife, of the property referred to in the aforesaid Mortgages.

Please attach photostats of any written evidence to your answers.

Eliot Siskind

Eliot Siskind
12 Crain Highway, N. W.
Glen Burnie, Maryland
Solicitor for Plaintiffs

I certify a copy of these questions was mailed to County Trust Company Tarrytown, N.Y. on July 3, 1962

Eliot Siskind

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 144 PAGE 385

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

I hereby certify that, on this 16th day of August, 1962

1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Charles J. Johnson

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

he hs no knowledge as to whether or not the Defendants herein are in the military service, of the

~~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 16th day of

Notarial Seal

August, 1962.

Elliot Sickind

Notary Public.

My Commission will expire on:

Filed,

FILED

1962 AUG 16 PM 2:23

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LIBER 144 PAGE 386

CHARLES J. JOHNSON and
MARIE L. JOHNSON, his wife

vs.

EVERETT L. WOLFE, a/k/a EVERETT L. WOLFE, JR. and
GRAYCE LENORE WOLFE, his w&fe, et al

No. 14,752 ~~XXXXXXXX~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Everett L. Wolfe, a/k/a Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, et al 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 16th day of August 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 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 the respondent of the time and place of taking of testimony.

O. Bruce Duckett

Judge

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LIBER 144 PAGE 387

CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife	*	IN THE
VS	*	CIRCUIT COURT
	*	FOR
EVERETT L. WOLFE a/k/a EVERETT L. WOLFE, JR, and GRAYCE LENORE WOLFE, his wife et al	*	ANNE ARUNDEL COUNTY
	*	EQUITY #14,752

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

TESTIMONY ON BEHALF OF THE COMPLAINANTS

August 16, 1962

Present:

Jerome Connell, Solicitor for Complainants

Eliot Siskind, Solicitor for Complainants

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Charles J. Johnson, pages 2 - 12

Marie Johnson, pages 13 - 14

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(Mr. Klawans)

No Notice of Taking of Testimony is given because address of the Defendants is unknown.

Charles Junior Johnson, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Connell)

1. Would you state your name and address?

A. Charles Junior Johnson, 5101 Brookwood Road.

2. 5101 Brookwood Road, is that the subject of the property -- property that is the subject of the bill of complaint today?

A. Yes.

(Mr. Klawans)

That's in Glen Burnie?

(Witness)

That's Brooklyn Park.

(Mr. Klawans)

Anne Arundel County, Maryland?

(Witness)

Yes.

(Mr. Connell)

3. All right, now when did you purchase the property 5101 Brookwood Road?

A. In 1949.

4. From whom did you purchase the property?

A. Kessler Realty Company.

5. Was Kessler Realty Company the owner of the property when you first made arrangements to buy that property?

A. No.

6. Who were the owners?

A. Mr. Wolfe.

7. Is that Everett L. Wolfe and his wife? And her name is Grayce L. Wolfe?

A. Yes.

8. All right, nowafter you contacted Mr. & Mrs. Wolfe, what happened at that point?

A. They contacted me. I was next door and they told me they wanted to sell the house and then he contacted Kessler Realty and they come out to see me.

9. Kessler Realty came out to see you?

A. Uh-huh.

10. Did you later enter into a contract with Kessler Realty Company and Mr. & Mrs. Wolfe for the purchase?

A. Yes.

11. I show you a contract which purports to be signed by Everett L. Wolfe, Grayce L. Wolfe, Charles J. Johnson and Marie L. Johnson, and ask you to identify it, is this the contract?

A. Yes.

(STANDARD CONTRACT OF SALE DATED JULY 29,1949 FILED AND MARKED AS EXAMINER'S EXHIBIT #1)

12. Now the contract that I just showed you, which is now referred to as Examiner's Exhibit #1, indicated a down payment of $200 at the time of the signing of the contract, did you pay any money at that time?

A. Yes.

13. Now, how much did you pay?

A. I paid $200 the first time I went there.

14. Now, I show you this receipt for $200 the Kessler Realty Co. from Charles J. Johnson for $200 dated July 29th and ask you to identify

it. Is that the $200 referred to in the contract?

A. Yes.

(RECEIPT # 21278 from Kessler Realty Co. to Charles J. Johnson dated July 29, 1949 filed and marked as Examiner's Exhibit #2)

15. Now the contract also refers to a hundred payment to be made on or before August 8,1949. I show you a receipt from Kessler Realty Company to Charles J. Johnson for $100 dated August 8,1949 and ask you to identify it and tell the Examiner, if that is the $100 referred to in the contract?

A. Yes.

(RECEIPT #21358 FROM KESSLER REALTY COMPANY TO CHARLES J. JOHNSON DATED AUGUST 8, 1949 FOR $100 FILED AND MARKED AS EXAMINER'S EXHIBIT #3)

16. Now after the signing of the contract and after the payment of the $300called forunder the terms of the contract in Examiner's Exhibit #1, didyou later receive written notice from the Kessler Realty Company for settlement of your property?

A. Yes.

17. Now I show you a letter on the stationery of Kessler Realty Company To Mr. Charles J. Johnson and ask you to identify it and tell the Examiner if this is the letter you received to appear for settlement?

A. Yes, that is the letter I received.

(LETTER FROM KESSLER REALTY COMPANY TO CHARLES J. JOHNSON FILED AND MARKED AS EXAMINER'S EXHIBIT #4)

18. Now the Examiner's Exhibit #4 refers to settlement on October 7, 1949 at 1210 South Charles Street on October 7, 1949,did you appear for settlement there on that date?

A. Yes sir.

29

19. Were you accompanied by your wife?

A. Yes.

20 Now the date that you appeared for settlement, was Mr. & Mrs. Wolfe present?

A. Yes.

21. Did they stay during the entire period of settlement?

A. No, I was a little bit late and as I came in the door I met them going out and they shook hands with me and said they had been in and signed everything and that he had to catch the train to Virginia in 20 minutes, that they were living there now and shook hands with me and wished me luck with the house and hoped that we were happy there.

22. And this, you are referring to the office of Kessler Realty Company at 1210 South Charles Street?

A. Yes.

23. All right, now after the Wolfe's left did you then have settlement on the property?

A. Yes.

24. Who was present other than you and your wife at the settlement?

A. Mr. Kessler was there, his secretary and the salesman, Mr. Hanson and his lawyer. He called his lawyer. He was in the little office next door.

25. Do you recallthe name of the lawyer?

A. No, I don't recall it is theonly time I have ever seen him.

26. At the time of settlement, did you receive a copy of the settlement sheet?

A. Yes.

27. Now I show you a Memorandum of Settlement dated October 7, 1949

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for the sale of the property by Everett L. Wolfe Jr. and Grayce Wolfe to Charles F. Johnson property #5101 Brookwood Road and ask you to identify it and tell the Examiner if this is the Memorandum of Settlement that you received at that time?

A. Yes.

(MEMORANDUM OF SETTLEMENT DATED October 7, 1949 FILED AND MARKED AS EXAMINER'S EXHIBIT #5)

28. Now did you pay any money on that date that-- at the time of the settlement?

A. Yes, I gave him some money then.

29. Do you recall the amount?

A. No, not exactly.

30. Now the Memorandum of Settlement, which is Examiner's Exhibit #5, refers to a note in the amount of $300, now I show you a note dated Ocotber 7,1949 in the amount of $300 payable to the order of Kessler Realty Company, Edward Kessler and it is signed by Charles J. Johnson and Marie L. Johnson and also note that it is marked paid October 18, 1950, would you identify this, if you can, to the Examiner as the note that you signed onthat particular date?

A Yes, that is the note.

31. Now, the note is marked paid, did you pay the installments on this note prior to October 18, 1950?

A. Yes.

(NOTE DATED OCTOBER 7, 1949 FROM CHARLES J. JOHNSON & MARIE L. JOHNSON TO KESSLER REALTY - EDWARD J. KESSLER FILED AND MARKED AS EXAMINER'S EXHIBIT #6)

32. Now also, on the Memorandum of Settlement in addition to the note of $300 it shows an unpaid balance of $111.25. Now I show you a

31

receipt for $50.04 dated October 14,1949 given by the Kessler Realty Co. to Charles N. Johnson, would you identify this, please, is this the payment that you made to Kessler Realty Co. in pursuance to the balance due on the Settlement Sheet?

A. Yes.

(RECEIPT #21895 Dated October 14, 1949 FROM KESSLER REALTY CO. TO CHARLES N. JOHNSON FILED AND MARKED AS EXAMINER'S EXHIBIT # 7 (a))

33. I also show you another receipt from Kessler Realty Co. to Charles Johnson dated October 28,1949 in the amount of $61.00 and ask you if this receipt -- to idenify it first. Tell the Examiner whether this constitutes or not/the balance shown on the Settlement Sheet?

A. Yes.

(RECEIPT #21983 Dated October 28, 1949 FROM KESSLER REALTY CO. TO CHARLES JOHNSON FILED AND MARKED AS EXAMINER'S EXHIBIT #7 (b))

34. Now after settlement on October 7,1949, Mr. Johnson, to whom and where did you make your mortgage payments?

A. The first few months I made them to Kessler Realty at 1210 South Charles Street.

35. Now I show you three receipts, each in the amount of $61.23 and each from Kessler Realty Co. to Charles Johnson dated November 30. 1949; December 30, 1949 and February 1, 1950 respectively, and ask you to identify them as the receipts for the money that you paid Kessler Realty Co. foryour mortgage payments?

A. Yes, they are the receipts.

(RECEIPTS NUMBERED 22219;22430;22650 FROM KESSLER REALTY CO. TO CHARLES JOHNSON FILED AND MARKED AS EXAMINER'S EXHIBIT #8)

36. Now did there come a time when you made payments on your mortgage to anyone other than the Kessler Realty Company?

A Yes, I had received a letter from Kessler to pay it to Lyman Realty.

37. Lyman Realty?

A. Yes.

38. Is that Edward J. Lyman Inc, is that the same?

A. Yes.

39. Now did you make payments to Lyman Realty?

A. Yes, for awhile.

40. Now, I show you five receipts from Edward J. Lyman Inc. to Charles J. Johnson dated 5 April 1950; 4 May 1950; May 26, 1950; June 29,1950; and 1 August 1950 respectively, and ask you if you can identify those receipts as payments made to Edward F. Lyman Inc. in pursuance of your mortgage upon instructions from Kessler Realty Co.?

A. Yes, those are the receipts.

(FIVE RECEIPTS FROM EDWARD J. LYMAN INC. TO CHARLES JOHNSON DATED 5 April 1950; 4 May 1950; May 26, 1950; June 29, 1950 FILED AND MARKED AS EXAMINER'S EXHIBIT #9)

(Mr. Connell)

If you will please note, Mr. Examiner, that all of the receipts are for the same amount $62.52 except the one dated 5 April 1950 which is in the amount of $125.04.

41. Now after making your mortgage installments to Edward F. Lyman Inc. did there ever come a time when you were notified to makeyour mortgage payments to anyone else?

A. Yes, then I got a letter from the County Trust Company and said to send them direct to the County Trust Company in Tarrytown, New York.

33

42. Now I show you a letter from the County Trust Company, Tarrytown, New York dated August 15, 1950 to Mr. Carl Johnson and ask you to identify it for the Examiner, if you can, as the letter which you received from the Conty Trust Company notifying you to make the mortgage payments directly to the bank?

A. Yes, that is it.

(LETTER FROM THE COUNTY TRUST COMPANY, TARRYTOWN, N. Y. TO MR. CARL JOHNSON DATED AUGUST 15, 1950 FILED AND MARKED AS EXAMINER'S EXHIBIT #10)

43. Now in pursuance to the instructions from the County Trust Company in the Examiner's Exhibit #10, did you make your payments directly to the County Trust Company?

A/ Yes.

44. Do you have a receipt or check stubs indicating your proof of payment to the County Trust Company of Tarrytown?

A. Yes.

45. Now, I show you a stack of cancelled checks dating from August 30, 1950 up to and including June 29, 1962 and ask you to identify these check stubs, ifyou can, as the payments made to the County Trust Company of Tarrytown, New York, in pursuance of your mortgage?

A. Yes, these are my cancelled checks for payment.

(CANCELLED CHECKS DATING FROM AUGUST 30, 1950 UP TO AND INCLUDING JUNE 29, 1962 FILED AND MARKED AS EXAMINER'S EXHIBIT #11)

46. Now Mr. Johnson, after October 7, 1949, which is the date of settlement of this property, have you ever seen or heard from Mr. & Mrs. Everett Wolfe?

A. No.

47. Now did you ever receive any mail directed to them foryou to

forward?

A. No, the only mail that was received was a tax bill for the house.

48. And that was addressed to the Wolfes?

A. Yes.

49. Now since the time that you purchased the property have you ever received a tax bill in your name?

A. No.

50. Every year it is in the name of the Wolfes, is that correct?

A. Yes.

51. And you forward those to the County Trust Company of Tarrytown?

A. Yes.

52. And they pay them?

A. They pay them.

53. Do you know, at the present time, the whereabouts of Mr. & Mrs. Everett Wolfe?

A. No.

54. Do you know whether or not he is in the military serviee?

A. No.

55. Have you been living in the property all of these years-- since you purchased it in 1949?

A. Yes.

56. Now the water and sewer service charge on the property, is that being paid by you?

A. Yes, that always came in my name.

57. Always been paid by you since you purchased the property?

A. Yes.

58. Now, did you make any improvements on the property?

A. Yes, I've made quite a lot.

59. Did you make an improvement and install a new oil burner in the

35

property?

A. No, it was a gas burner.

60. A gas burner?

A. Yes, that was in 1950.

61. 1950?

A. Yes.

62. And did you arrange for a loan for the payment of that gas burner?

A. Yes.

63. With what company?

A. United Heating was the one that put it in and Federal Trust financed it. Equitable Trust, I mean.

64. That is Equitable Trust in Baltimore?

A. Yes.

65. And did you hold yourself out to be the owner of the property to Equitable Trust Company at that time?

A Yes.

(No questions by Mr. Siskind)

(Mr. Klawans)

1. You say that as the Wolfe's made the settlement they said they were living -- about to move to Virginia?

A. They had been living in Virginia all of the time. I met him next door when he was up collecting his rent and they came up for a settlement and he told me he signed the papers and said he only had 20 minutes to catch a train back to Virginia. When I met him at the door he shook hands with me and wished me luck with the house.

(Mr. Connell)

1. Do you know whether or not that was a permanent residence?

A. He told me when I first met him that he got transferred to Virginia

Now I don't know what company. I only talked about 10 minutes with him in one of his neighbor's front yards. And I don't know whether it was permanent or not.

(Mr. Klawans)

2. You don't know whether or not he and his wife are there now?

A. No.

3. And you don't know who his heirs are?

A. No.

(Mr. Connell)

At this time, Mr. Examiner, I would like to ask that the Court consider all of the exhibits that are attached with the bill of complaint in this matter. And in addition, we would like to submit as Exhibit #12 the answers to interrogatories that were filed to the County Trust Company of Tarrytown, New York. Also indicate that these interrogatories were signed by Mary T. Lynch, Assistant Secretary and Mortgage Office of that County Trust Company. And note that attached is a copy of a Memorandum of Settlement dated October 7, 1949 and the Examiner will find that it is the same, a duplicate of that submitted as the Examiner's Exhibit #5.

(AFFIDAVIT AND ATTACHED PAPERS FILED AS EXAMINER'S EXHIBIT #12)

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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. Charles J. Johnson.

Marie Johnson, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Connell)

1. Mrs. Johnson, would you state your full name and address, please?

A. Marie Johnson, 5101 Brookwood Road.

2. And you are the wife of Charles L. Johnson and one of the Plaintiffs in the case?

A. Yes.

3. Now, Mrs. Johnson, I direct your attention to October 7,1949, the settlement of your property at the office of the Kessler Realty Co. on 1210 South Charles Street, were you present with your husband on that date?

A. Yes sir, I was.

4. Now when you arrived did you also see Mr. & Mrs. Wolfe leaving as you were coming in?

A. Well, I got a bad memory, I don't remember.

5. You do recall settlement taking place?

A. Yes, I do.

6. Now, do you know for a fact that you and your husband have been making payments on this property since October when you purchased it?

A. I don't remember that either.

7. Do you know for a fact that you have been making payments on the property?

A. Yes.

8. I show you a paper which is now Examiner's Exhibit #1, which purports to be a Standard Contract of Sale and has the signature of Marie L. Johnson, would you please identify it as your signature,

if it is, on the bottom?

A. Yes.

9. Do you have any idea of the whereabouts of Mr. & Mrs. Everett Wolfe?

A. No, I don't.

10. Have you seen or heard from them since the settlement?

A. No, I haven't.

40

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. . Mari Johnson . . . . . .

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 ~~27~~ 28th day of ~~September~~ November, 1962

Emanuel Klawans (SEAL)
Examiner

Emanuel Klawans

E. K. $25.00 Pd E.K.

C. T. $14.00 Pd Ct

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

LIBER 144 PAGE 404

This Agreement of Sale, made this 29th. day of July nineteen hundred and forty nine, between Everett L. Wolfe Jr. & Greyce L. Wolfe, his wife Seller, and Charles J. Johnson & Marie L. Johnson, his wife, Buyer
5002 Brookwood Road

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in State of Maryland, Anne Arrundel County and known as 5101 Brookwood Road, subject to an annual ground rent of seventy eight ($78) dollars. This sale is also subject to the present tenancy and the rental regulations.

at and for the price of SEVENTY EIGHT HUNDRED TWENTY FIVE - - - - - - 00/100 Dollars ($7825.00)

of which TWO HUNDRED - - - - - - 00/100 Dollars ($200.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: an additional one hundred dollars ($100) in cash on or before 8/8/49 and a note is to be signed for the amount of three hundred dollars ($300), said note payable at $25 a month. Balance of sale price is to be paid by the assumumption of the present mortgage with the County Trust Company. Settlement to take place within forty five days from the date of this contract

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Baltimore, to Edward J. Kessler T/A Kessler Realty Company

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

WITNESS—AS TO SELLER'S SIGNATURE	Everett L. Wolfe Jr. (SEAL) SELLER'S SIGNATURE
WITNESS—AS TO SELLER'S SIGNATURE	Grayce L. Wolfe (SEAL) SELLER'S SIGNATURE
WITNESS—AS TO BUYER'S SIGNATURE	Charles J. Johnson (SEAL) BUYER'S SIGNATURE
WITNESS—AS TO BUYER'S SIGNATURE	Marie L. Johnson (SEAL) BUYER'S SIGNATURE

FILED 1962 NOV 29 AM 11:04

14,752 Eq.
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Examiner's Ed. E. Clawans Examiner

LIBER 144 PAGE 403

ORIGINAL

KESSLER REALTY CO.
1210 S. CHARLES ST.
PHONE: SOUTH 0360

Name Charles A. Johnson
Address 5002 Brookwood Rd
7/29 1949
Received $200.00
Rent From _____ To _____
Back Rent Due _____
Insurance $ _____ Policy No. _____
Deposit $ _____ Property 5101 Brookwood
NOTE
Deposit [illegible] [illegible]
[illegible]

Examined to Ech. 2
E. Clawans Examiner

Account
No. 21278 Rec'd. By [signature]

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ORIGINAL

KESSLER REALTY CO.
1210 S. CHARLES ST.
PHONE: SOUTH 0360

Name Charles A. Johnson
Address 5002 Brookwood Rd
8/10 1949
Received 100.00
Rent From _____ To _____
Back Rent Due _____
Insurance $ _____ Policy No. _____
Deposit $ _____ Property [illegible]
NOTE [illegible] Deposit

Examined to Ech. 3
E. Clawans, Examiner

Account
No. 21358 Rec'd. By [signature]

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FILED
1962 NOV 29 AM 11:04

~~Examined to Ech. 2~~

14,752 Eq
Johnson Wolfe
Examined to Ech. 2 and 3
E. Clawans, Examiner

44

KESSLER REALTY COMPANY

★ REAL ESTATE ★ ★ INSURANCE ★

1210 SOUTH CHARLES STREET BALTIMORE-30, MARYLAND PHONE, PLAZA 0380

LIBER 144 PAGE 406

October 4, 1949

Mr. Charles J. Johnson,
5002 Brookwood Road, 2nd floor
Baltimore, Maryland. 25

Dear Mr. Johnson:

Please be advised that settlement of the property 5101 Brookwood Road will take place in the office of Edward J. Kessler, 1210 S. Charles Street on Friday, October 7, 1949 at three o'clock p. m.

Both you and your wife are to be present at that time.

Very truly yours,

KESSLER REALTY COMPANY,

Troy D. Hampton, Jr.

Troy D. Hampton, Jr.

TDH/n

Ha 68120

FILED
1962 NOV 29 AM 11:04

Harrison B & L Assoc.

14,752 Eq
Johnson & Wolfe
Examiner
E/Clawans
Examiner

45

LUCAS BROS. FORM 65

BALTIMORE, MD., October 7, 19 49

MEMORANDUM OF SETTLEMENT

LIBER 1144 PAGE 407

Of SALE / MORTGAGE made by Everett Wolfe, Jr. and Grayce Wolfe,

to Charles P. Johnson

Property No. 5101 Brookwood Road Adjustment made to October 1, 1949

CREDIT THE SELLER OR MORTGAGOR		
Amount of Purchase Price / Mortgage Loan		$ 7825 00
19 49 Taxes paid in advance ... months ... days		26 10
19 ... Water Rent paid in advance ... months ... days		
Interest on Purchase Money ... months ... days		
House Rent ... months ... days		
ALLOWED BY SELLER		
Cash paid on account	$ 100 00	7851 10
19 ... Taxes	$ 200 00	
19 ... Taxes		
19 ... Taxes (Current year ... months ... days		
19 ... Water Rent		
19 ... Water Rent (Current year) ... months ... days		
Ground Rent—6 months ended, and interest, (if arrears)		
Ground Rent (Current period) 3 months ... days	19 50	
House Rent ... months 1/2 ... days	8 80	
Revenue Stamps		
Alley Paving Liens		
Mortgage assumption F. H. A. 5898.86 C. I. 1322.50	7221 36	
TOTAL ALLOWANCES		7549 66
AMOUNT PAID TO SELLER		301 44
COST OF TRANSFER		
Attorney for Title Examination	25 00	
Conveyancing		
Recording (... Indexe ... Lots) ... Deeds 1 ... Mortgages	5 00	
Revenue Stamps Fed. 8.80 state 8.80	17 60	
Insurance, $ ... for ... years	1 00	
Notary Fees		
Certificate of Liens		
Judgment Search		
President's Fee		
Entrance and Book Fee		
Committee Fee		
1 Week's Dues		
1 Week's Interest		
1 Week's Expense		48 60
TOTAL		350 04
RETAINED AND CREDITED TO EXPENSE ACCOUNT:		
Tax for 19		
Water Rent for 19		
Ground Rent, 6 monthe ended		
Accrued Ground Rent		
Alley Paving Liens October payment	61 21	
		61 21
LOAN BY Note $300.00		411 25
BALANCE		~~300 00~~
		111 25

FILED 1962 NOV 29 AM 11:04

Balance due Seller ... $

Less Open Mortgages

Less Open Judgments

Less

Paid to Seller ... $

MORTGAGORS' WEEKLY PAYMENTS

Dues

Interest

Expenses

TOTAL

14,752.69 Johnson Cargill Examined & Ch-5 C.I. Lawyers Exam

40

LIBER 144 PAGE 40[illegible]

ORIGINAL

KESSLER REALTY CO.

1210 S. CHARLES ST.
PHONE: SOUTH 0360

Name Charles Johnson
Address 5101 [illegible]
[illegible] 194[illegible]
Received
Rent From To
Bock Rent Due
Insurance $ Policy No.
Deposit $ Property
NOTE

Examiner's Exh. 7(a)
E Klawans
Examiner

Account
No. 21983 Rec'd. By [illegible]

① Handy-Fold, The Baltimore Salesbook Co., Baltimore, Md.

ORIGINAL

KESSLER REALTY CO.

1210 S. CHARLES ST.
PHONE: SOUTH 0360

Name Chas N. Johnson
Address 5107 Brookwood
10/14 1949
Received 50.04
Rent From To
Bock Rent Due
Insurance $ Policy No.
Deposit $ Property
NOTE on out of settlement.

Examiner's Exh. 7(b)
E Klawans
Examiner

Account
No. 21895 Rec'd. By [illegible]

① Handy-Fold, The Baltimore Salesbook Co., Baltimore, Md.

$ 300.00 October 7 '49 194

One year after date we promise to pay to the order of Kessler Realty - Edward J Kessler

Three hundred - - - Dollars

Without defalcation, value received with interest.

And further, do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for ___ and after one or more declarations [illegible] against ___ as of any term for the above sum with Costs of suit and [illegible] per cent for collection and release of all errors, and without stay of execution and inquisition [illegible] real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and [illegible] also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law [illegible] hereafter passed.

Witness our hand and seal. Charles J. Johnson (SEAL)

Payable at 25.00 + Int Monthly

No. Due U.S. Bond Marie L Johnson (SEAL)

Lucas Bros. Stationers Baltimore, Md.

Examiner's Exh. 6
E Klawans
Examiner

FILED
1962 NOV 29 AM 11:04

14,752 Eq
Johnson Wolfe and 7
Examiner's Exh. 6 E Klawans, Exam

ORIGINAL

KESSLER REALTY CO.
1210 S. CHARLES ST.
PHONE: SOUTH 0360

LIBER 144 PAGE 4[illegible]

Name Charles Johnson
Address 5101 Brookwood Rd
February 1 1950
Received $61.23
Rent From _____ To O.C.
Back Rent Due _____
Insurance $ _____ Policy No. _____
Deposit $ _____ Property _____
NOTE

Examined to Ech 8(c)
E/Clawans Exam.

Account
No. 22650 Rec'd. By D. D.

① Handy-Fold, The Baltimore Salesbook Co., Baltimore, Md.

Name Chas Johnson
Address 5101 Brookwood Rd
12/30 1949
Received $61.23
Rent From _____ To _____
Back Rent Due _____
Insurance $ _____ Policy No. _____
Deposit $ _____ Property _____
NOTE

Examined to Ech. 8(a)
E/Clawans
Examin.

Account
No. 22430 Rec'd. By [illegible]

① Handy-Fold, The Baltimore Salesbook Co., Baltimore, Md.

ORIGINAL

KESSLER REALTY CO.
1210 S. CHARLES ST.
PHONE: SOUTH 0360

Name Chas Johnson
Address 5001 Brookwood
11-30 1949
Received 61.23
Rent From _____ To _____
Back Rent Due _____
Insurance $ _____ Policy No. _____
Deposit $ _____ Property _____
NOTE
Monthly installment

Examined to Ech. 8(b)
E/Clawans
Examin

Account CJ Co
No. 22219 Rec'd. By [illegible]

① Handy-Fold, The Baltimore Salesbook Co., Baltimore, Md.

FILED
1962 NOV 29 AM 11:04

14,752 Eq.
Johnson-Wolfe
Examined to Ech. 8
E/Clawans Examin

LIBER 144 PAGE 410

PHONE: LEXINGTON 3044

STATEMENT

EDWARD F. LYMAN, INC.

REAL ESTATE & INSURANCE

~~909 NORTH CHARLES STREET~~

900 CATHEDRAL STREET

BALTIMORE 1, MARYLAND

1 AUGUST 1950

CHARLES JOHNSON

5101 BROOKWOOD RD.

BALTO. 25, MD.

$62.52

E. J. Considine

Examiner's Exh. 9 E/Clawans, Examiner

PHONE: LEXINGTON 3044

STATEMENT

EDWARD F. LYMAN, INC.

REAL ESTATE & INSURANCE

909 NORTH CHARLES STREET

BALTIMORE 1, MARYLAND

Acct. Nos. 13199-200

June 29, 1950

Mr. Charles J. Johnson
5101 Brookwood Road
Baltimore 25, Maryland.

$62.52

Rec'd Payment

B. Major
B.M.

Examiner's Exh 9 (a) E/Clawans, Examiner

FILED
1962 NOV 29 AM 11:04

14752 Eq
Johnson Wolfe
Examiner's Exh. 9
E/Clawans, Examiner

49 + 49a

PHONE: LEXINGTON 3044

STATEMENT

EDWARD F. LYMAN, INC.

REAL ESTATE & INSURANCE

[redacted]

909 NORTH CHARLES STREET
800 CATHEDRAL STREET
BALTIMORE 1, MARYLAND

May 26, 1950

Charles Johnson
15101 Brookwood Road
Baltimore 25, Maryland

13199-200

$62.52

Rec'd Payment

B. Major
B.M.

Examiner's Exch. 9(b) E/Clawson - Exam

PHONE: LEXINGTON 3044

STATEMENT

EDWARD F. LYMAN, INC.

REAL ESTATE & INSURANCE

909 NORTH CHARLES STREET
BALTIMORE 1, MARYLAND

4 MAY 1950

$62.52

MAY INST.

E. V. Considine

CHAS. J. JOHNSON
5101 BROOKWOOD

Examiner's Exch. 9(c) E/Clawson - Exam.

STATEMENT

EDWARD F. LYMAN, INC.

REAL ESTATE & INSURANCE

909 NORTH CHARLES STREET
BALTIMORE 1, MARYLAND

5 APRIL 1950

13199-200

CHARLES J. JOHNSON
5101 BROOKWOOD RD.

MARCH INST $62.52
APRIL INST. 62.52
125.04

Examiner's Exch. 9(d) E/Clawson, Examiner E. V. Considine

ANDREW WILSON, JR.
CHAIRMAN OF THE BOARD

JOSEPH E. HUGHES
PRESIDENT

THE COUNTY TRUST COMPANY

Westchester's Bank

LIBER 144 PAGE 412

MARY LYNCH
ASSISTANT SECRETARY

WASHINGTON IRVING OFFICE
TARRYTOWN, N. Y.

August 15, 1950

Mr. Carl Johnson,
5101 Brookwood Road,
Baltimore 25, Md.

Re: Acct. #13199-13200.

Dear Mr. Johnson:

This is to notify you that effective August 18, 1950, the services of Edward F. Lyman, Inc., as our collection agent in Baltimore will be terminated. Would you, therefore, kindly send all payments which are due or which will become due after August 18th to:

The County Trust Company
64 North Broadway
Tarrytown, New York

Also kindly send all correspondence to the bank directly at this address.

Our records indicate that as of the present date, the last complete payment received on your mortgage account covered the month of June, 1950.

Any payments which you may have just forwarded to Mr. Lyman's office will, of course, be credited to your account.

Very truly yours,

Mary T. Lynch
Assistant Secretary

FL:jc

FILED
1962 NOV 29 AM 11:05

14,752 E
Johnson & Wolfe
Examiner's Exh. 10
E Klawans, Examiner

50

COURT STENOGRAPHER
216 — COURT HOUSE
NAPOLIS, MARYLAND

LIBER 144 PAGE 413

14,752 Eq
Johnson Wells
Examiner's Ech. 11
E. Clawens
Examiner

UNION TRUST COMPANY OF MARYLAND 7-1/520
MEMBER FEDERAL RESERVE SYSTEM

CHECK NO. 70 BALTIMORE Aug 30 1950

PAY TO THE ORDER OF The County Trust Co

DOLLARS 62 CENTS 52

Sixty two DOLLARS 52 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson.

UNION TRUST COMPANY OF MARYLAND 7-1/520
MEMBER FEDERAL RESERVE SYSTEM

CHECK NO. 72. BALTIMORE Sept 7 1950

PAY TO THE ORDER OF The County Trust Company

DOLLARS 62 CENTS 52

Sixty two DOLLARS 52 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson.

UNION TRUST COMPANY OF MARYLAND 7-1/520
MEMBER FEDERAL RESERVE SYSTEM

CHECK NO. 76 BALTIMORE Dec 5 1950

PAY TO THE ORDER OF The County Trust Co.

DOLLARS 58 CENTS 63

Fifty eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 Charles Johnson

13199-200

51 [illegible] Incl.

LIBER 144 PAGE 41

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 84 BALTIMORE April 2 1951

DOLLARS 58. 63 CENTS

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 63 CENTS

#13199-200

ACCOUNT NO. 16343 Charles J. Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 86 BALTIMORE May 2 1951

DOLLARS 58 63 CENTS

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 63 CENTS

#13199-200

ACCOUNT NO. 16343 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 88 BALTIMORE June 4 1951

DOLLARS 58 63 CENTS

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 79 BALTIMORE Dec 30 1950

DOLLARS 58. 63 CENTS

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 50 BALTIMORE Jan 31 1956

DOLLARS 58 63 CENTS

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 63 CENTS

#13199-13200

ACCOUNT NO. 16343 13199-200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 82 BALTIMORE March 5 1951

DOLLARS 58 63 CENTS

PAY TO THE ORDER OF The County Trust Co

Fifty eight DOLLARS 63 CENTS

#13199-200

ACCOUNT NO. 16343 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 94 BALTIMORE Oct 1 1951

DOLLARS 58 CENTS 63

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 91 BALTIMORE July 3 1951

DOLLARS 58 CENTS 63

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 Charles Johnson

13199-200

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 96 BALTIMORE Oct 31 1951

DOLLARS 58 CENTS 39

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 92 BALTIMORE Aug 2 1951

DOLLARS 58 CENTS 63

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 99 BALTIMORE Nov 29 1951

DOLLARS 58 CENTS 39

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 93 BALTIMORE Aug 31 1951

DOLLARS 58 CENTS 63

PAY TO THE ORDER OF The County Trust Company

Fifty Eight DOLLARS 63 CENTS

ACCOUNT NO. 16343 13199-200 Charles Johnson

1951 PAGE 415

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 111 BALTIMORE March 25 1952

DOLLARS 58 39 CENTS

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199.00 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 102 BALTIMORE June 15 1952

DOLLARS 58. 39 CENTS

PAY TO THE ORDER OF The County Trust Co.

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199.00 Charles Johnson.

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 113 BALTIMORE April 30 1952

DOLLARS 58 39 CENTS

PAY TO THE ORDER OF The County Trust Co.

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199.00 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 104 BALTIMORE June 21 1952

DOLLARS 58 39 CENTS

PAY TO THE ORDER OF The Coun

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 #13199.00 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 116 BALTIMORE May 25 1952

DOLLARS 58 39 CENTS

PAY TO THE ORDER OF The County Trust Co.

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199.00 Charles Johnson.

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 10½ BALTIMORE June 6 1952

DOLLARS 58 39 CENTS

PAY TO THE ORDER OF The County

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 #13199.00 Charles Johnson.

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 126 BALTIMORE [redacted] 52

DOLLARS 22 CENTS 25

PAY TO THE ORDER OF The County Trust Co

Twenty two DOLLARS 25 CENTS

ACCOUNT NO. 16343 #13199 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 120 BALTIMORE [redacted] 52

DOLLARS 58 CENTS 39

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199-13200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 12[redacted] BALTIMORE [redacted] 52

DOLLARS 58 CENTS 39

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199 13200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 122 BALTIMORE July [redacted] 1952

DOLLARS 58 CENTS 39

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 39 CENTS

ACCOUNT NO. 16343 13199 13200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 128 BALTIMORE Oct 29 1952

DOLLARS 58 CENTS 28

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343 13199-13200 Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

CHECK NO. 123 BALTIMORE Aug 27 1952

DOLLARS 58 CENTS 39

PAY TO THE ORDER OF The County Trust Co

Fifty Eight DOLLARS 39 CENTS

13199-200

ACCOUNT NO. 16343 Charles Johnson

LIBER 144 PAGE 41

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 143 BALTIMORE Feb 27 1953

PAY TO THE ORDER OF The County Trust Company

DOLLARS 58 CENTS 28

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343

Charles Johnson

13199-200

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 132 BALTIMORE Nov 29 1952

PAY TO THE ORDER OF The County Trust Co

DOLLARS 58 CENTS 28

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343

13199

Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 148 BALTIMORE March 31 1953

PAY TO THE ORDER OF The County Trust Company

DOLLARS 58 CENTS 28

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343

13199-200

Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 135 BALTIMORE Dec 29 1952

PAY TO THE ORDER OF The County Trust Company

DOLLARS 58 CENTS 28

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343

13199-200

Charles Johnson

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 150 BALTIMORE April 24 1953

PAY TO THE ORDER OF The County Trust Co

DOLLARS 58 CENTS 28

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343

Charles Johnson

13199-200

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1
520

CHECK NO. 138 BALTIMORE Jan 29 1953

PAY TO THE ORDER OF The County Trust Co

DOLLARS 58 CENTS 28

Fifty Eight DOLLARS 28 CENTS

ACCOUNT NO. 16343

13199-200

Charles Johnson

LIBER 144 PAGE 41

BALTIMORE Aug 26 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 58 28 CENTS

Fifty Eight DOLLARS 28 CENTS

CHECK NO. 16343 13199-20 Charles Johnson

BALTIMORE Sept 28 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 58 28 CENTS

Fifty Eight DOLLARS 28/100 CENTS

CHECK NO. 168 13199-13200 Charles Johnson

BALTIMORE Oct 28 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 59 17 CENTS

Fifty nine DOLLARS 17/100 CENTS

CHECK NO. 162 13199-13200 Charles Johnson

BALTIMORE May 30 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 58 28 CENTS

Fifty Eight DOLLARS 28 CENTS

CHECK NO. 152 13199-13200 Charles Johnson

BALTIMORE June 26 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 58 28 CENTS

Fifty Eight DOLLARS 28 CENTS

CHECK NO. 154 13199-13200 Charles Johnson

BALTIMORE July 30 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Company DOLLARS 58 28 CENTS

Fifty Eight DOLLARS 28 CENTS

CHECK NO. 156 13199-200 Charles Johnson

LIBER 144 PAGE 413

BALTIMORE Nov. 1 1954 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1 / 520

M. T. C.

PAY TO THE ORDER OF The County Trust Co.

DOLLARS 59 CENTS 17

Fifty Nine DOLLARS 17/xx CENTS

CHECK NO. 172

Charles Johnson

BALTIMORE Nov 27 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1 / 520

PAY TO THE ORDER OF The County Trust [redacted]

DOLLARS 59 CENTS 17

Fifty nine DOLLARS 17/xx CENTS

CHECK NO. 165 13199-200

Charles Johnson

BALTIMORE March 28 [illegible] ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL [illegible]
7-1 / 520

PAY TO THE ORDER OF The County Trust [redacted]

DOLLARS 59 CENTS 17

Fifty Nine DOLLARS 17/xx CENTS

CHECK NO. 176

Charles Johnson

BALTIMORE Dec 29 1953 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1 / 520

PAY TO THE ORDER OF The County Trust [redacted]

DOLLARS 59 CENTS 17

Fifty nine DOLLARS 17/xx CENTS

CHECK NO. 168

Charles Johnson

BALTIMORE May 1 [illegible] 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL [illegible]
7-1 / 520

PAY TO THE ORDER OF The County Trust [redacted]

DOLLARS 59 CENTS 17

Fifty Nine DOLLARS 17/xx CENTS

CHECK NO. 180

Charles Johnson

BALTIMORE Jan 27 1954 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM
7-1 / 520

THE ORDER OF The County Trust [redacted]

DOLLARS 59 CENTS 17

Fifty Nine DOLLARS 17/xx CENTS

CHECK NO. 170

Charles Johnson

LIBER 144 PAGE 421

BALTIMORE Aug 30 1954 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 59 CENTS 17

Fifty Nine SEP 954 DOLLARS 59.17 CENTS 112.44

CHECK NO. 194 Charles Johnson

BALTIMORE May 30 [illegible] ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF County [illegible] DOLLARS 59 CENTS 17

Fifty nine DOLLARS 17 CENTS

CHECK NO. 184 Charles Johnson

BALTIMORE Sept 30 1954 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 59 CENTS 85

Fifty Nine OCT 7 54 DOLLARS 59.85 CENTS 150.92

CHECK NO. 206 Charles Johnson

BALTIMORE June [illegible] ACCOUNT No. 16343

UNION TRUST CO[illegible]AND 7-1/520

MEMBER FE[illegible]

PAY TO THE ORDER OF The County [illegible] DOLLARS 59 CENTS 17

Fifty nine DOLLARS 17 CENTS

192 Charles Johnson

BALTIMORE Oct 27 1954 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 59 CENTS 85

Fifty Nine NOV 954 DOLLARS 59.85 CENTS

CHECK NO. 211 Charles Johnson

BALTIMORE July 30 1954 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 59 CENTS 17

Fifty nine AUG 954 DOLLARS 59.17 CENTS

CHECK NO. 196 Charles Johnson

LIBER 144 PAGE 42

BALTIMORE Mar 1 19 55 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine DOLLARS 59.85 CENTS 50.14

109.99 + MAR 18 55

CHECK NO. 134 13199 13200 Charles Johnson

BALTIMORE Dec 1 19 54 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine DOLLARS 59.85 CENTS

31.86 + DEC 9 54

CHECK NO. 217 Charles Johnson

BALTIMORE March 31 19 55 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine DOLLARS CENTS

APR MAR 9 55

CHECK NO. 238 Charles Johnson

BALTIMORE Dec 31 19 54 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine DOLLARS CENTS 169.78

229.63 +

CHECK NO. 222 Charles Johnson

BALTIMORE May 1 19 55 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty nine DOLLARS 59.85 CENTS 36.76

96.61 + MAY 9 55

CHECK NO. 242 Charles Johnson

BALTIMORE Jan 31 19 55 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine DOLLARS 59.85 CENTS

166.42 + FEB 9 55

CHECK NO. 128 Charles Johnson

LIBER 144 PAGE 42

BALTIMORE Aug. 30 1955 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty nine 85/100 DOLLARS 59.85 CENTS

M.T.G. SEP 2 1955

COUNTY TRUST CO. SEP 6 55 WHITE PLAINS NEW YORK

CHECK NO. 259

Charles Johnson

BALTIMORE May 31 1955 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine 85/100 DOLLARS 59.85 CENTS

JUN 6 55

CHECK NO. 247

Charles Johnson

BALTIMORE Oct 7 1955 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 61 CENTS 05

Sixty One 05/100 DOLLARS 61.05 CENTS

M.T.G. OCT 5 1955

COUNTY TRUST CO. OCT 7 55 WHITE PLAINS NEW YORK

127.58 + 66.53 =

CHECK NO. 262

Chas Johnson

BALTIMORE July 1 1955 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine 85/100 DOLLARS 59.85 CENTS

JUL 8 55

72.41 + 2.56 =

CHECK NO. 250

Charles Johnson

BALTIMORE Oct 29 1955 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 61 CENTS 05

Sixty One 05/100 DOLLARS 61.05 CENTS

M.T.G. NOV 3 1955

COUNTY TRUST CO. NOV 7 55 WHITE PLAINS NEW YORK

CHECK NO. 265

Charles Johnson

BALTIMORE Aug 1 1955 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1
520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 59 CENTS 85

Fifty Nine 85/100 DOLLARS 59.85 CENTS

AUG 9

COUNTY TRUST CO. AUG 8 55 WHITE PLAINS NEW YORK

14.94 + 38.79 =

CHECK NO. 255

Charles Johnson

LIBER 144 PAGE 42

BALTIMORE Feb 29 1956 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 61 CENTS 05

Sixty One DOLLARS 05 CENTS

109.09+ 61.05 46.04

BANK DAILY RECORD

PRIOR ENDORSEMENTS GUARANTEED

MAR 5 1956

COUNTY TRUST CO.

MAR 7 '56

50-235 WHITE PLAINS NEW YORK

CHECK NO. 286 Charles Johnson

BALTIMORE Dec 1 1955 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 61 CENTS 05

Sixty One DOLLARS 05 CENTS

DEC 8 '55

COUNTY TRUST CO.

WHITE PLAINS NEW YORK

CHECK NO. 267 Charles Johnson

BALTIMORE April 2 1956 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 61 CENTS 05

Sixty One DOLLARS 5 CENTS

11.02 61.05 119.87

M.T.G.

APR 5 1956

APR 11 '56

COUNTY TRUST CO.

WHITE PLAINS NEW YORK

CHECK NO. 290 Charles Johnson

BALTIMORE Dec 30 1955 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 61 CENTS 05

Sixty One DOLLARS 05 CENTS

93.31+ 61.05 52.26

JAN 5 1956

COUNTY TRUST CO.

WHITE PLAINS NEW YORK

CHECK NO. 281 Charles Johnson

BALTIMORE April 30 1956 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 61 CENTS 05

Sixty One DOLLARS 05 CENTS

104.87+ MAY 7 '56 61.05 43.82

M.T.G.

4 1956

COUNTY TRUST CO.

WHITE PLAINS NEW YORK

CHECK NO. 192 Charles Johnson

BALTIMORE Feb 1 1956 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 61 CENTS 05

Sixty One DOLLARS 05 CENTS

85.14+ 61.05 84.09

M.T.G.

FEB 6 1956

FEB 8 '56

COUNTY TRUST CO.

WHITE PLAINS NEW YORK

CHECK NO. 283 Charles Johnson

LIBER 144 PAGE 42

BALTIMORE Sept 1 1956 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

DOLLARS	CENTS
61	05

PAY TO THE ORDER OF The County Trust Co

Sixty one DOLLARS 05 CENTS

SEP 11 56

61.05 71.97*

CHECK NO. 303 Charles Johnson

BALTIMORE June 1 1956 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

DOLLARS	CENTS
61	05

PAY TO THE ORDER OF The County Trust Co

Sixty one DOLLARS 05 CENTS

JUN 8 56 JUN 6 1956 61.05 32.77*

COUNTY TRUST CO WHITE PLAINS NEW YORK

CHECK NO. 294 Charles Johnson

BALTIMORE Sept 29 1956 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G

DOLLARS	CENTS
60	52

PAY TO THE ORDER OF The County Trust Co

Sixty DOLLARS 52 CENTS

OCT 3 1956

OCT 8 56 60.52 COUNTY TRUST CO WHITE PLAINS NEW YORK

CHECK NO. 306 Charles Johnson

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

CHECK NO. 297 BALTIMORE July 1 1956

M.T.G

DOLLARS	CENTS
61	05

PAY TO THE ORDER OF The County Trust Co

Sixty One DOLLARS 05 CENTS

JUL 9 1956

90.65* JUL 1956 61.05 COUNTY TRUST CO 29.60*

WHITE PLAINS NEW YORK

ACCOUNT NO. 16343 Charles Johnson

BALTIMORE Nov 1 1956 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

DOLLARS	CENTS
60	52

PAY TO THE ORDER OF The County Trust Co

Sixty DOLLARS 52 CENTS

311.17* NOV 15 56 60.52 250.65*

CHECK NO. 304 13387-88 Charles Johnson

BALTIMORE Aug 3 1956 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G

DOLLARS	CENTS
61	05

PAY TO THE ORDER OF The County Trust Co

Sixty one DOLLARS 05 CENTS

76.19* COUNTY TRUST CO. 61.05 15.14*

WHITE PLAINS NEW YORK

CHECK NO. 300 Charles Johnson

LIBER 144 PAGE 92

BALTIMORE Jan 1 19 57 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co — DOLLARS 60 52 CENTS

JAN 7 1957

Sixty — DOLLARS 52 CENTS

194.60+ JAN 10'57 COUNTY TRUST CO. 60.52- 134.08*

WHITE PLAINS NEW YORK

CHECK NO. 316 Charles Johnson

BALTIMORE Dec 1 19 56 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co — DOLLARS 60 52 CENTS

DEC 5 1956

Sixty — DOLLARS 52 CENTS

177.41+ DEC 10'56 COUNTY TRUST CO. 60.52- 116.89*

WHITE PLAINS NEW YORK

CHECK NO. 313 Charles Johnson

BALTIMORE April 1 19 57 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co — DOLLARS 60 52 CENTS

APR 4 1957

Sixty — DOLLARS 52 CENTS

501.62+ APR 8'57 COUNTY TRUST CO. 60.52- 441.10*

WHITE PLAINS NEW YORK

CHECK NO. 325 Charles Johnson

BALTIMORE March 1 19 57 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co — DOLLARS 60 52 CENTS

Sixty — DOLLARS 52 CENTS

513.26+ MAR 8'57 60.52- 452.74*

CHECK NO. 321 13199-00 Charles Johnson

BALTIMORE April 30 19 57 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co — DOLLARS 60 52 CENTS

MAY 6 1957

Sixty — DOLLARS 52 CENTS

MAY 8'57 COUNTY TRUST CO. 60.52- 51.58*

WHITE PLAINS NEW YORK

CHECK NO. 338 Charles Johnson

BALTIMORE Jan 31 19 57 ACCOUNT NO. 16343

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co — DOLLARS 60 52 CENTS

FEB 1 1957

Sixty — DOLLARS 52 CENTS

FEB 15'57 60.52-

CHECK NO. 314 Charles Johnson

LIBER 144 PAGE 421

BALTIMORE Aug. 31 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 52

SEP 5 1957 COUNTY TRUST CO. WHITE PLAINS NEW YORK

60.52 109.12

Sixty DOLLARS 52 CENTS

CHECK NO. 351 Charles Johnson

BALTIMORE June 1 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 52

83.87 JUN 10'57 Sixty DOLLARS 52 CENTS

60.52 23.15

MIG JUN 5 1957 COUNTY TRUST CO. WHITE PLAINS

CHECK NO. 341 Charles Johnson

BALTIMORE Sept. 27 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 52

169.33 OCT 7'57 Sixty DOLLARS 52 CENTS

60.52 108.81

COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 354 Charles Johnson

BALTIMORE July 1 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 52

106.15 JUL 10'57 Sixty DOLLARS 52 CENTS

60.52 45.63

MIG JUL 8 1957 COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 346 Charles Johnson

BALTIMORE Nov. 1 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 16 CENTS

168.81 NOV 12'57 Fifty Seven DOLLARS 16 CENTS

NOV 12'57 57.16 111.65

CHECK NO. 356 Charles Johnson

BALTIMORE Aug 31 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 52

169.51 AUG 12'57 Sixty DOLLARS 52 CENTS

60.52 108.99

MIG AUG 8 1957 COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 349 Charles Johnson

LIBER 144 PAGE 42

BALTIMORE Mar. 1 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 57 CENTS 16

Fifty Seven DOLLARS 16 CENTS

181.59 MAR 4 1958 COUNTY TRUST CO. 57.16 - 124.43

WHITE PLAINS

CHECK NO. 367 Charles Johnson

BALTIMORE Nov. 30 1957 ACCOUNT No. 16343

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co. DOLLARS 57 CENTS 16

Fifty Seven DOLLARS 16 CENTS

181.66 DEC 10 1957 COUNTY TRUST CO. 57.16 - 124.70

WHITE PLAINS

CHECK NO. 358 Charles Johnson

BALTIMORE March 31 1958 APR 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The A. S. Abell Co. DOLLARS 1 CENTS 69

One DOLLARS 69 CENTS

CHECK NO. 373 Charles Johnson

BALTIMORE Jan. 1 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co. DOLLARS 57 CENTS 16

Fifty Seven DOLLARS 16 CENTS

173.70 JAN 10 1958 COUNTY TRUST CO. 57.16 - 116.54

WHITE PLAINS

CHECK NO. 363 Charles Johnson

BALTIMORE March 31 1958 APR 7 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 57 CENTS 16

Fifty Seven DOLLARS 16 CENTS

2 1958

CHECK NO. 372 Charles Johnson

BALTIMORE Feb. 1 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 57 CENTS 16

Fifty Seven DOLLARS 16 CENTS

176.54 FEB 57 119.38

CHECK NO. 365 Charles Johnson

WHITE PLAINS

LIBER 144 PAGE 42

BALTIMORE Aug. 1 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1 / 520

PAY TO THE ORDER OF The County Trust Co. | DOLLARS 57 | CENTS 16

Fifty Seven DOLLARS 16/xx CENTS

AUG 7 1958

7-1

CHECK NO. 385 Charles Johnson

BALTIMORE Sept. 1 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1 / 520

PAY TO THE ORDER OF The County Trust Co. | DOLLARS 57 | CENTS 16

Fifty Seven DOLLARS 16/xx CENTS

SEP 5 1958

7-1

CHECK NO. 387 Charles Johnson

BALTIMORE Sept 1 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1 / 520

PAY TO THE ORDER OF Sun Oil | DOLLARS 9 | CENTS 79

Nine DOLLARS 29/xx CENTS

SEP 5 1958

7-1

CHECK NO. 388 Charles Johnson

BALTIMORE April 30 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1 / 520

MAY 9 1958

PAY TO THE ORDER OF The County Trust Co. | DOLLARS 57 | CENTS 16

Fifty Seven DOLLARS 16/xx CENTS

CHECK NO. 375 Charles Johnson

BALTIMORE June 2 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1 / 520

PAY TO THE ORDER OF The County Trust Co. | DOLLARS 57 | CENTS 16

Fifty Seven DOLLARS 16/xx CENTS

CHECK NO. 380 Charles Johnson

BALTIMORE June 30 1958 ACCOUNT No. 16343-6

UNION TRUST COMPANY OF MARYLAND
MEMBER FEDERAL RESERVE SYSTEM

7-1 / 520

PAY TO THE ORDER OF The County Trust Co. | DOLLARS 57 | CENTS 16

Fifty Seven DOLLARS 16/xx CENTS

JUL 10 1958

7-1

CHECK NO. 382 Charles Johnson

BALTIMORE Jan. 2 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 57

Sixty — DOLLARS 57 CENTS xx

JAN 12 1959

COUNTY TRUST CO. WHITE PLAINS N.Y.

CHECK NO. 398 Charles Johnson

BALTIMORE Jan. 31 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co. DOLLARS 60 CENTS 57

Sixty — DOLLARS 57 CENTS

FEB 6 1959

7-1

COUNTY TRUST CO. WHITE PLAINS N.Y.

CHECK NO. 400 Charles Johnson

BALTIMORE Feb. 28 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co DOLLARS 60 CENTS 57

Sixty — DOLLARS 57 CENTS

MAR 5 1959

7-1

COUNTY TRUST CO. WHITE PLAINS N.Y.

MAR 9 1959

CHECK NO. 404 Charles Johnson

BALTIMORE Sept 29 1958 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

M.T.G.

PAY TO THE ORDER OF The County Trust Co 7-1 DOLLARS 57 CENTS 16

Fifty Seven DOLLARS 16 CENTS xx

OCT 6 1958

7-1

COUNTY TRUST CO. WHITE PLAINS N.Y.

CHECK NO. 390 Charles Johnson

BALTIMORE Nov. 1 1958 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co DOLLARS 60 CENTS 57

Sixty — DOLLARS 57 CENTS

NOV 12 1958

CHECK NO. 392 Charles Johnson

BALTIMORE Nov. 30 1958 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

MEMBER FEDERAL RESERVE SYSTEM

PAY TO THE ORDER OF The County Trust Co DOLLARS 60 CENTS 57

Sixty — DOLLARS 57 CENTS xx

DEC 9 1958

CHECK NO. 394 Charles Johnson

BALTIMORE July 1 1959 ACCOUNT NO. 16343 - 6

UNION TRUST COMPANY OF MARYLAND 7-1 520

PAY TO THE ORDER OF The County Trust Co

DOLLARS 60 CENTS 57

Sixty DOLLARS 57 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 416 Charles Johnson

BALTIMORE July 31 1959 ACCOUNT NO. 16343 - 6

UNION TRUST COMPANY OF MARYLAND 7-1 520

M.T.G.

PAY TO THE ORDER OF The County Trust Co

AUG 10 1959

DOLLARS 60 CENTS 57

Sixty DOLLARS 57 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 418 Charles Johnson

BALTIMORE Aug. 31 1959 ACCOUNT NO. 16343 - 6

UNION TRUST COMPANY OF MARYLAND 7-1 520

M.T.G.

PAY TO THE ORDER OF The County Trust Co

SEP 8 1959

DOLLARS 60 CENTS 57

Sixty DOLLARS 57 CENTS

7-1

COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 420 Charles Johnson

BALTIMORE March 31 1959 ACCOUNT NO. 16343 - 6

UNION TRUST COMPANY OF MARYLAND 7-1 520

PAY TO THE ORDER OF The County Trust Co

APR 8 1959

DOLLARS 60 CENTS 57

Sixty DOLLARS 57 CENTS

CHECK NO. 410 Charles Johnson

BALTIMORE May 1 1959 ACCOUNT NO. 16343 - 6

UNION TRUST COMPANY OF MARYLAND 7-1 520

M.T.G.

PAY TO THE ORDER OF County Trust Co

MAY 7 1959

MAY 5 1959

DOLLARS 60 CENTS 57

Sixty DOLLARS 57 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 412 Charles Johnson

BALTIMORE June 1 1959 ACCOUNT NO. 16343 - 6

UNION TRUST COMPANY OF MARYLAND 7-1 520

M.T.G.

PAY TO THE ORDER OF The County Trust Co

JUNE 1959

JUN 8 1959

DOLLARS 60 CENTS 57

Sixty DOLLARS 57 CENTS

1-L

COUNTY TRUST CO. WHITE PLAINS NEW YORK

CHECK NO. 414 Charles Johnson

BALTIMORE [illegible] 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

PAY TO THE ORDER OF The County Trust Co. — DOLLARS 60 — CENTS 56

Sixty — DOLLARS 56/xx CENTS

Charles Johnson

CHECK NO. 431

BALTIMORE Sept. 29 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

PAY TO THE ORDER OF The County Trust Co. — DOLLARS 60 — CENTS 57

Sixty — DOLLARS 57 CENTS

Charles Johnson

CHECK NO. 425

BALTIMORE Jan 29 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

PAY TO THE ORDER OF The County Trust Co. — DOLLARS 60 — CENTS 56

Sixty — DOLLARS 56/xx CENTS

Charles Johnson

CHECK NO. 444

BALTIMORE Oct. 31 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

PAY TO THE ORDER OF The County Trust Co. — DOLLARS 60 — CENTS 56

Sixty — DOLLARS 56/xx CENTS

Charles Johnson

CHECK NO. 425

BALTIMORE Feb. 27 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

PAY TO THE ORDER OF The County Trust Co. — DOLLARS 60 — CENTS 56

Sixty — DOLLARS 56 CENTS

Charles Johnson

CHECK NO. 446

BALTIMORE Nov. [illegible] 1959 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1/520

PAY TO THE ORDER OF The County Trust Co. — DOLLARS 60 — CENTS 56

Sixty — DOLLARS 56/xx CENTS

Charles Johnson

CHECK NO. 428

BALTIMORE June 24 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

DOLLARS	CENTS
60	56

PAY TO THE ORDER OF The County Trust Co.

Sixty DOLLARS 56 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

Charles Johnson

CHECK NO. 457

BALTIMORE March 31 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

DOLLARS	CENTS
60	56

PAY TO THE ORDER OF The County Trust Co.

Sixty DOLLARS 56 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

Charles Johnson

CHECK NO. 449

BALTIMORE July 29 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

DOLLARS	CENTS
60	56

PAY TO THE ORDER OF County Trust Co.

Sixty DOLLARS 56 CENTS

WHITE PLAINS NEW YORK

Charles Johnson

CHECK NO. 460

BALTIMORE April 29 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

DOLLARS	CENTS
60	56

PAY TO THE ORDER OF The County Trust Co.

Sixty DOLLARS 56 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

Charles Johnson

CHECK NO. 452

BALTIMORE May 27 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

DOLLARS	CENTS
60	56

PAY TO THE ORDER OF The County Trust Co.

Sixty DOLLARS 56 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

Charles Johnson

CHECK NO. 461

BALTIMORE May 30 1960 ACCOUNT NO. 16343-6

UNION TRUST COMPANY OF MARYLAND 7-1 520

DOLLARS	CENTS
60	56

PAY TO THE ORDER OF The County Trust Co.

Sixty DOLLARS 56 CENTS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

Charles Johnson

CHECK NO. 455

LEER 144

MR CHARLES JOHNSON

No. 471

7-1/520

BALTIMORE Dec 30 1960

PAY TO THE ORDER OF The County Trust Co. $ 65.75

Sixty five 75/xx DOLLARS

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑈0001⑆ 001⑈63436⑈

MR CHARLES JOHNSON

No. 464

7-1/520

BALTIMORE Sept. 30 1960

PAY TO THE ORDER OF The County Trust Co. $ 60.56

Sixty DOLLARS

M.T.

OCT 5 1960

COUNTY TRUST CO. WHITE PLAINS NEW

UNION TRUST COMPANY OF MARYLAND

OCT 10 1960

Charles Johnson

⑆0520⑈0001⑆ 001⑈63436⑈

MR CHARLES JOHNSON

No. 474

7-1/520

BALTIMORE Jan. 25 1961

PAY TO THE ORDER OF The County Trust Co. $ 65.75

Sixty five 75/xx DOLLARS

M.T.C.

FEB 1 1961

COUNTY TRUST CO. WHITE PLAINS NEW YORK

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑈0001⑆ 001⑈63436⑈

MR CHARLES JOHNSON

No. 466

7-1/520

BALTIMORE Oct. 29 1960

PAY TO THE ORDER OF The County Trust Co. $ 65.75

Sixty Five 75/100 DOLLARS

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑈0001⑆ 001⑈63436⑈

MR CHARLES JOHNSON

No. 477

7-1/520

BALTIMORE Feb 27 1961

PAY TO THE ORDER OF The County Trust Co. $ 65.75

Sixty five 75/xx DOLLARS

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑈0001⑆ 001⑈63436⑈

MR CHARLES JOHNSON

No. 469

7-1/520

BALTIMORE Nov. 28 1960

PAY TO THE ORDER OF The County Trust Co. $ 65.75

Sixty five 75/xx DOLLARS

M.

DEC 1 1960

COUNTY TRUST CO.

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑈0001⑆ 001⑈63436⑈

MR CHARLES JOHNSON

No. 790

7-1
520

BALTIMORE June 30 1961

PAY TO THE ORDER OF The County Trust Co $ 65.75

Six five XX 75/XX DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

JUL 6 1961

:0520:000 1: 001:6 34 36:

MR CHARLES JOHNSON

No. 789

7-1
520

BALTIMORE March 31 1961

PAY TO THE ORDER OF The County Trust Co $ 65.75

Sixty five XX 75/XX DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

:0520:000 1: 001:6 34 36:

MR CHARLES JOHNSON

No. 794

7-1
520

BALTIMORE July 30 1961

PAY TO THE ORDER OF The County Trust Co $ 65.75

Sixty five XX 75/XX DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

:0520:000 1: 001:6 34 36:

MR CHARLES JOHNSON

No. 785

7-1
520

BALTIMORE April 29 1961

PAY TO THE ORDER OF The County Trust Co $ 65.75

Sixty five XX 75/XX DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

:0520:000 1: 001:6 34 36:

MR CHARLES JOHNSON

No. 796

7-1
520

BALTIMORE Aug 28 1961

PAY TO THE ORDER OF The County Trust Co $ 65.75

Sixty five XX 75/XX DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

AUG 31 1961

:0520:000 1: 001:6 34 36:

MR CHARLES JOHNSON

No. 787

7-1
520

BALTIMORE May 30 1961

PAY TO THE ORDER OF The County Trust Co $ 65.75

Sixty five XX 75/XX DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

JUN 8 1961

:0520:000 1: 001:6 34 36:

LIBER 144 PAGE 413

MR CHARLES JOHNSON

No. 804

7-1
520

M.T.G.

BALTIMORE Dec. 30 1961

PAY TO THE ORDER OF The County Trust Co. $ 63.00

Sixty Three 00/100 DOLLARS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑉0001⑆ 001⑉63436⑈ ⑈0000006300⑈

MR CHARLES JOHNSON

No. 797

7-1
520

BALTIMORE Sept. 29 1961

PAY TO THE ORDER OF The County Trust Co. $ 65.75

Six Five 75/100 DOLLARS

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑉0001⑆ 001⑉63436⑈ ⑈0000006575⑈

MR CHARLES JOHNSON

No. 810

7-1
520

M.T.G.

BALTIMORE Jan. 27 1962

PAY TO THE ORDER OF The County Trust Co. $ 63.00

Sixty Three 00/100 DOLLARS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑉0001⑆ 001⑉63436⑈ ⑈0000006300⑈

MR CHARLES JOHNSON

No. 798

7-1
520

M.T.G.

BALTIMORE Oct. 30 1961

PAY TO THE ORDER OF The County Trust Co. $ 63.00

Sixty Three DOLLARS

NOV 2 1961

COUNTY TRUST CO. WHITE PLAINS NEW YORK

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑉0001⑆ 001⑉63436⑈ 0134 ⑈0000006300⑈

MR CHARLES JOHNSON

No. 812

7-1
520

M.T.G.

BALTIMORE Feb. 24 1962

PAY TO THE ORDER OF The County Trust Co. $ 63.00

Sixty three 00/100 DOLLARS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑉0001⑆ 001⑉63436⑈ ⑈0000006300⑈

MR CHARLES JOHNSON

No. 801

7-1
520

BALTIMORE Nov. 18 1961

PAY TO THE ORDER OF The County Trust Co. $ 63.00

Sixty Three 00/100 DOLLARS

COUNTY TRUST CO. WHITE PLAINS NEW YORK

DEC 4 1961

M.T.G.

UNION TRUST COMPANY OF MARYLAND

Charles Johnson

⑆0520⑉0001⑆ 001⑉63436⑈ ⑈0000006300⑈

LIBER 144 PAGE 4

LIBER 144 PAGE 437

MR CHARLES JOHNSON

No. 815

M. T. G.

7-1
520

BALTIMORE March 31 19 62

PAY TO THE ORDER OF The County Trust Co $ 63 00

Sixty three 00 DOLLARS

COUNTY TRUST CO.
WHITE PLAINS
NEW YORK

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

:0520:000 1: 001:6 34 36: "0000006300"

MR CHARLES JOHNSON

No. 820

M. T. G.

7-1
520

BALTIMORE May 28 19 62

PAY TO THE ORDER OF The County Trust Co $ 63 00

Sixty three 00 DOLLARS

COUNTY TRUST CO.
WHITE PLAINS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

:0520:000 1: 001:6 34 36: "0000006300"

MR CHARLES JOHNSON

No. 821

7-1
520

BALTIMORE June 29 19 62

PAY TO THE ORDER OF The County Trust Co $ 63 00

Sixty three 00 DOLLARS

UNION TRUST COMPANY
OF MARYLAND

Charles Johnson

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LIBER 144 PAGE 438

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 14,752

CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife,
5101 Brookwood Road, Baltimore, Maryland

vs.

EVERETT L. WOLFE also known as EVERETT L. WOLFE, JR.
and GRAYCE LENORE WOLFE, his wife, last known address 5101
Brookwood Road, Baltimore 25, Maryland
and the unknown heirs and devisees of the said EVERETT L. WOLFE,
also known as EVERETT L. WOLFE, JR. and GRAYCE LENORE WOLFE, his wife

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

AFFIDAVIT

TO: CHARLES J. JOHNSON and MARIE L. JOHNSON, his wife, PLAINTIFFS

BY: THE COUNTY TRUST COMPANY
TARRYTOWN, NEW YORK

1. The County Trust Company is successor to Washington Irving Trust Company by reason of merger dated July 30, 1947, in accordance with the laws of the State of New York.

2. We are presently holding two (2) Mortgages, originally made to the Washington Irving Trust Company, on certain property in Anne Arundel County, Maryland, known as Lot 61 as shown on a Plat of Brookwood, which plat is duly recorded among the Land Records of Anne Arundel County, Maryland in Cabinet 3, Rod E-4, Plat 10. The improvements thereon known as 5101 (formerly 301) Brookwood Road. The original Mortgagors being Everett L. Wolfe, also known as Everett L. Wolfe, Jr. and Grayce Lenore Wolfe, his wife. Said Mortgages being dated July 22, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 421 Folio 237 and Liber J.H.H. 421 Folio 241 respectively.

3. Information received from our representative Kessler Realty Company, 1210 South Charles Street, Baltimore 30, Maryland, indicates that this property was sold subject to the existing mortgages to Charles J. Johnson and Marie L. Johnson, his wife. Closing was held on October 7, 1949. We have no record of an Assumption and/or Assumption and Release Agreement having been executed.

14,752 Eq
Johnson - Wolfe
Examiner 6 Ach-12

E C Dawson
Examiner

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4. Payment of the aforesaid Mortgages was begun by said Charles J. Johnson and Marie L. Johnson, his wife, on October 28, 1949 and has continued from the time first begun down to the present date.

5. Attached hereto photostatic copies of Memorandum of Settlement dated October 7, 1949 and Memorandum dated August 7, 1950 from our then representative, E. V. Considine, Edward F. Lyman, Inc., Realtor, 800 Cathedral Street, Baltimore, Maryland.

Mary T. Lynch

Mary T. Lynch,
Assistant Secretary & Mortgage Officer
THE COUNTY TRUST COMPANY
64 North Broadway
Tarrytown, New York

STATE OF NEW YORK :
: SS:
COUNTY OF WESTCHESTER:

On this 18th day of July, 1962, before me personally came MARY T. LYNCH to me known, who, being by me duly sworn, did depose and say that she resides at 300 South Broadway, Tarrytown, New York; that she is the Assistant Secretary and Mortgage Officer of THE COUNTY TRUST COMPANY, the corporation described in and which executed the foregoing instrument, that she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.

Clara Turner

CLARA TURNER
Notary Public, State of New York
No. 60-9998000
Qualified in Westchester County
Commission Expires March 30, 1964

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LUCAS & ...

BALTIMORE, MD., October 7 , 19 49

MEMORANDUM OF SETTLEMENT

SALE
MORTGAGE made by Everett Wolfe, Jr. and Greyce Wolfe,

Charles F. Johnson

Property No. 5101 Brookwood Road Adjustment made to October 1, 1949

CREDIT THE SELLER OR MORTGAGOR					
Amount of Purchase Price } Mortgage Loan }					$ 7825 00
19 49 Taxes paid in advance	months	days			26 10
19 Water Rent paid in advance	months	days			
Interest on Purchase Money	months	days			
House Rent	months	days			
ALLOWED BY SELLER					
Cash paid on account				100 00	7851 10
19 Taxes				$ 200 00	
19 Taxes					
19 Taxes (Current year	months	days			
19 Water Rent					
19 Water Rent (Current year)	months	days			
Ground Rent —6 months ended, and interest, (if arrears)					
Ground Rent (Current period)	3 months	days		19 50	
House Rent	months 1/2	days		8 80	
Revenue Stamps					
Alley Paving Liens					
Mortgage assumption F. S. A. 5888.86					
G. I. 1322.50				7212 36	
TOTAL ALLOWANCES					7549 66
AMOUNT PAID TO SELLER					301 44
COST OF TRANSFER					
Attorney for Title Examination				25 00	
Conveyancing					
Recording (Index Lots) Deeds / Mortgages				5 00	
Revenue Stamps Fed. 8.80 State 8.80				17 60	
Insurance, $ for		years			
Notary Fees				1 00	
Certificate of Liens					
Judgment Search					
President's Fee					
Entrance and Book Fee					
Committee Fee					
1 Week's Dues					
1 Week's Interest					
1 Week's Expense					
TOTAL					48 60
					350 04
RETAINED AND CREDITED TO EXPENSE ACCOUNT:					
Tax for 19					
Water Rent for 19					
Ground Rent, 6 months ended					
Accrued Ground Rent					
Alley Paving Liens October payment				61 21	
					61 21
LOAN BY Note $300.00					411 25
BALANCE PAID					300 00
					111 25

Balance due Seller $ . . . . .
Less Open Mortgages
Less Open Judgments
Less
Paid to Seller $ . . . . .

MORTGAGORS' WEEKLY PAYMENTS

Dues
Interest
Expenses
TOTAL

83

(SEE OVER)

Recapitulation of Service Account:

Received for service November/48 to September 30/1949
(F. H. A. $53.87 G. R. $7.34 $1.23 L. C.)

November, December, including late charges	$109.90	
January to September, inclusive	561.96	
	$671.86	
Money collected (rent) $580.00 -$48.58	543.32 *	
Arrearage due as of September 30, 1949	$128.54	

* $543.32 having been remitted and cancelled checks held for same.

Recapitulation of Sale:

Disbursements

Cash money received at time of settlement from Chas. Johnson		$ 411.25
Note (Paid in full October 18, 1950)		300.00
Payments collected from Johnson, November, December and January		183.69
		$ 894.94
Due to County Trust Co. arrearage to October 1st	$ 128.54	
Due to County Trust Co. October, November, December & Jan.	244.94	
Due to Attorney	28.60	
Due F. H. A. (storm windows)	121.35	
	$ 543.39	
Due Brokerage commission	430.25	
		973.64
Shortage charged off to commission.		78.70 *

According to our records, $373.44 was to be disbursed to the County Trust Company, and according to our cancelled checks (Feb. 7 $122.00, May 24 $61.69, May 24 $173.17) $356.85 was remitted or a difference of $16.59 due you.

Also according to a memorandum in my office, Mr. Johnson on the 1st of March or there about, came in the office with the February payment and was advised we could not accept it, but he would be advised where to and to whom it was to be paid.

LBR 144 PG 44

7 August 1950

MEMO TO: Mrs. I. Variano (The County Trust Co.)

FROM: E. V. Considine (Edward F. Lyman, Inc.)

RE: Loans 13199-200
JOHNSON, Chas. J.
(formerly Wolfe)
5101 Brookwood Rd.

In reply to your inquiry, Mr. Johnson took possession of the above property on or about 1 November 1949. He exhibited the following receipts:

Kessler No. 21278	7/29	$200.00	"Deposit"
21358	8/8	100.00	"Add'l. deposit"
21895	10/14	50.94	"A/c settlement"
21983	10/28	61.00	"A/c"
22219	11/30	61.23	"Mo. instalment"
22430	12/30	61.23	"
22650	2/1/50	61.23	"A/c"

Mr. Johnson advised that it was necessary to put $600 down on the property, $300 of which was paid as shown above, the balance being paid $25 per month for twelve months. At the time I spoke to the mortgagor, 1 August, he stated that he had made eight payments, or $200, to Mr. Kessler...that he was making a payment on that day and would then owe $75.

EVC

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CHARLES J. JOHNSON, AND
MARIE L. JOHNSON, HIS WIFE,

Plaintiffs,

vs.

EVERETT L. WOLFE, ALSO KNOWN AS
EVERETT L. WOLFE, JR., AND
GRAYCE LENORE WOLFE, HIS WIFE, AND
THEIR UNKNOWN HEIRS,

Defendants.

: No. 14,752 Equity

In The Circuit Court For

Anne Arundel County.

LIBER 144 PAGE 443

REPORT OF EXAMINER AND MASTER

12/27/61 The plaintiffs filed a bill in equity against Everett L. Wolfe also known as Everett L. Wolfe, Jr., and against his wife, Grayce Lenore Wolfe, to establish a trust in favor of the plaintiffs in premises No. 5101 Brookwood Road to which said defendants have title of record, and for appointment of a trustee to convey title to the plaintiffs.

After process had been returned "non est" twice, this Court gave leave to add said defendants' unknown heirs as parties defendant, and to proceed by order of publication, which has been duly published. The evidence shows that said two defendants are residents of Virginia, or were in 1947, and the whereabouts of none of the defendants are known.

8/16/62 An affidavit was filed that it is not known whether or not the defendants are in military service. This Court granted a decree pro confesso, and leave to take testimony. Testimony was taken before this Examiner on 8/16/62. Notice could not be given to the defendants.

On July 22, 1947, lot 61 Plat of Brookwood recorded among the records of Anne Arundel County in Cabinet 13, Rod E-4, Plat 10, known as 5101 Brookwood Road, was conveyed to Everett L. Wolfe and Grayce Lenore Wolfe, his wife, by a deed recorded J.H.H. 421 folio 234, filed as an exhibit with the bill of complaint.

On July 29, 1949, Everett L. Wolfe, Jr. and Grayce L. Wolfe, his wife, contracted to sell ~~xxxxxxxxxxxxxx~~ 5101 Brookwood Road to the plaintiffs, by written contract filed as an exhibit, ~~xxx~~ subject to an annual ground rent of $78, and to an existing tenancy, for $7,825, of which $200 was then paid, another $100 was to be paid cash by 8/8/49, a note for $300 was to be given, payable $25 per month, the balance to be paid by assumption of an existing mortgage to County Trust Company, settlement to be made within 45 days from that date, and upon payment of the purchase price

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as so provided the property to be conveyed to the purchasers. Kessler Realty Company was named as the broker.

LIBER 1442 PAGE 842

The fact that Grayce L. Wolfe is named in the aforesaid deed as being the wife of Everett L. Wolfe, and is also named in said contract of sale as being the wife of Everett L. Wolfe, Jr., establishes that Everett L. Wolfe and Everett L. Wolfe, Jr. are the same person.

Receipts filed as exhibits show that the plaintiff Charles J. Johnson paid to Kessler Realty Company the $200 deposit under the sales contract, and the $100 due 8/8/49, on account of "Property 5101 Brookwood Road". Kessler Realty Company notified said plaintiff to be at its office October 7, 1949 for settlement for said property, by letter filed as an exhibit. A settlement sheet is filed as an exhibit which shows that settlement was made between Everett L. Wolfe, Jr. and Grayce Wolfe, vendors, and Charles F. Johnson, for property 5101 Brookwood Road, with adjustments to October 1, 1949. This showed the sales price to be $7,825 as per said contract of sale, gave credit for payments on account of $200 and $100 and a note for $300, and for assumption of an F.H.A. mortgage of $5,888.86 and of a G.I. mortgage of $1,322.50. After adjustments, the purchasers owed a balance of $111.25, and receipts filed as exhibits show payment of this. A note is filed as an exhibit, dated October 7, 1949, for $300, payable by the plaintiffs to Kessler Realty Company one year from date, and is stamped "Paid". Charles J. Johnson testifies that at time of this settlement, Everett L. Wolfe, Jr. stated that he and his wife were then moving to Virginia.

Thereafter, Charles J. Johnson made payments of $61.23 per month on account of mortgages for three months to Kessler Realty Company, and receipts are filed. He was then notified to make future payments to Edward J. Lyman, Inc., to whom he paid $62.52 per month for five months, and the receipts are filed. Then he was notified to make future payments directly to The County Trust Company, of Tarreytown, New York, by letter filed as an exhibit, and made monthly payments ther ever since, and the receipts are filed as exhibits. An affidavit of County Trust Company is filed as an exhibit. It states that Everett L. Wolfe also known as Everett L. Wolfe, Jr., and Grayce Lenore Wolfe, his wife, mortgaged lot 61 Plat of Brookwood, 5101 Brookwood Avenue, to Washington Irving Trust Company, by two mortgages dated July 22, 1947, recorded J.H.H. 421 folio 237 and J.H.H. 421 folio 241, copies of which are filed with the bill of omplaint; that by merger July 30, 1947 under laws of New York, The County Trust Company, of Tarreytown, New York is successor to Washington Irving Trust Company and now hokds said mortgages; that Charles J. Johnson and Marie L. Johnson, his wife, have made the monthly payments on said mortgages since October 28, 1949, and still do so.

The plaintiffs have been in possession of the premises since October 1949. They have made improvements such as a new gas burner, and have made the monthly payments on the mortgages including taxes, and have paid all water and sewer charges.

The contract of sale called for payment of a cash deposit of $200, and of an additional sum of $100 cash, both of which were duly paid; and for "a note to be signed for the amount of $300", which was signed at the time of settlement on October 17, 1949; "balance of sale price to be paid by the assumption of the present mortgage with the County Trust Company". The contract stated that "upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed". The contract did not state that the deed shall not be executed until the mortgages have been paid, nor is it reasonable to imply any intent that execution of the deed shall be postponed for so many years. By the terms of the contract, the premises ought to have been conveyed to the plaintiffs on October 7, 1949, when the cash payments of $200 and $100 had been made and the note for $300 signed. All of plaintiffs' obligations under the contract have been performed except payment of the mortgages. They have made the monthly payments on the mortgages since October 1949. They have too much equity in the property to default on the mortgages now, and the mortgages are liens prior to any title that may be conveyed to plaintiffs. The vendors are in position of holding title in trust for the plaintiffs. (91 C.J.S. Vendor & Purchaser p. 1017 sec. 106, citing Kahn v Janowski, 191 Md 279 (see top of p. 288). Plaintiffs are entitled to the relief they seek.

11/29/62 The testimony was filed.

12/10/62 The case will be ready for decree. The decree that accompanies this report is recommended.

FEE OF EXAMINER AND MASTER HAS BEEN PAID.

Examiner and Master

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CHARLES J. JOHNSON, AND
MARIE L. JOHNSON, HIS WIFE,

Plaintiffs,

vs.

EVERETT L. WOLFE ALSO KNOWN AS
EVERETT L. WOLFE, JR., AND
GRAYCE LENORE WOLFE, AND
THE UNKNOWN HEIRS AND DEVISEES OF
THE SAID EVERETT L. WOLFE ALSO KNOWN
AS EVERETT L. WOLFE, JR. AND OF
GRAYCE LENORE WOLFE, HIS WIFE,

Defendants.

: No. 14,752 Equity

In The Circuit Court For

Anne Arundel County.

LIBER 1441 PAGE 430

DECREE

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

It is thereupon, this 11th day of December, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:

1. That Everett L. Wolfe also known as Everett L. Wolfe, Jr., and Grayce Lenore Wolfe, his wife, and their unknown heirs and devisees, hold title to Lot No. 61 as shown on the Plat of Brookwood recorded among the land records of Anne Arundel County, Maryland in Plat Book 18 page 23 (formerly Cabinet 13, Rod E-4, plat 10), the improvements thereon being known as No. 5101 Brookwood Road, in trust for Charles J. Johnson and Marie L. Johnson, his wife.

2. That Jerome Connell is hereby appointed trustee to convey to Charles J. Johnson and Marie L. Johnson, their heirs and assigns, all of the right, title, interest and estate, at law or equity, of the said Everett L. Wolfe also known as Everett L. Wolfe, Jr., and of Grayce Lenore Wolfe, his wife, and of the unknown heirs and devisees of said two defendants, in and to said premises.

3. That the plaintiffs pay the costs of this proceeding.

D. Bruce Dunkett Judge

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E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

LIBER 144 PAGE 447

Central Savings Bank
Charles and Lexington Streets
Baltimore 3, Maryland

Vs.

Richard Frederick Klus
3 Creek Boulevard
Magothy Beach
Anne Arundel County, Maryland

Docket _____ Folio _____

Case No. _____

Filed _____

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL ~~BALTIMORE~~ COUNTY, IN EQUITY

No. 15,217 Equity

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 20th day of February A.D. 1951 the defendant Executed and delivered to Baltimore Federal Savings and Loan Association a mortgage upon certain fee simple property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $8550.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That simultaneously with the execution thereof the mortgage was assigned short by Baltimore Federal Savings and Loan Association to Federal National Mortgage Association and title to said mortgage subsequently became vested in plaintiff by short assignment dated October 1, 1954 and recorded among the Land Records in Anne Arundel County in Liber J.H.H. No. 614, folio 132.

That said mortgage is in default due to the failure of the defendant to make the monthly payments provided for therein.

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

And as in duty, &c.

John G. Rouse, Jr. 18 West Street
Annapolis, Maryland CO. 7-8186

Attorney ~~xxx~~ for Plaintiff ~~xx~~

Niles, Barton, Gans & Markell

Niles, Barton, Gans & Markell
929 North Howard Street
Baltimore 1, Maryland
LExington 9-3240
Attorneys for Plaintiff

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1962 OCT -4 PM 3:40

LIBER 144 PAGE 448
MARYLAND
County

VA Form 4-6318a. (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

BOOK 614 PAGE 129

No. 15, 217 Equity

MORTGAGE

THIS MORTGAGE, made this 20th day of February, A. D. 1951, by and between RICHARD FREDERICK KLUS

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 eighty-five hundred fifty Dollars ($ 8550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings And Loan Association, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of forty-five dollars and fourteen cents ~~Dollars~~ ($ 45.14), commencing on the first day of March, 1951, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1976. 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:

BEGINNING for the same at an iron pipe here set on the westernmost side of Creek Boulevard forty feet wide; said point of beginning is south twenty degrees thirty minutes west ten feet from the southeast corner of lot No. 910 as shown on the Plat of Magothy Beach, which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4 Plat No. 15: thence from the point of beginning so fixed and running along said westmost side of Creek Boulevard, south twenty degrees thirty minutes west sixty feet to an iron pipe here set south twenty degrees thirty minutes west ten feet from the southeast corner of lot No. 913; thence leaving said side of Creek Boulevard at right angles, and running through lot No. 914; north sixty-nine degrees thirty minutes west one hundred twenty feet to an iron pipe here set; thence running parallel with said Creek Boulevard, north twenty degrees thirty minutes east sixty feet to an iron pipe here set; thence south sixty-nine degrees thirty minutes east one hundred twenty feet to the point of beginning. Containing 7200 square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in February, 1950. Being all of lots 913 and 912 and the southernmost half of lot 911 and the northernmost half of lot 914 as shown on the hereinbefore mentioned plat of Magothy Beach.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Magothy Homestead Corporation to the within named Mortgagors.

TOGETHER with the right and privilege to said Mortgagee, its successors and assigns of the use of all community beaches shown on the aforesaid Plat of Magothy Beach and also the rights of ingress and egress to and from same.

EXHIBIT I

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

3

LIBER 144 PAGE 449

BOOK 614 PAGE 130

FOR VALUE RECEIVED, FEDERAL NATIONAL MORTGAGE ASSOCIATION, acting by and though its Attorney-in-Fact, Arthur A. Gretz, pursuant to Power of Attorney dated March 16, 1951, and recorded in the Clerk's Office for Anne Arundel County, in Land Records Liber JHH No. 627, folio 175, does hereby assign without recourse, representation or warranty, the within Mortgage and the debt thereby secured, unto Central Savings Bank, Baltimore, Maryland.

this OCT - 1 1954

Witness: W. F. Jones — FEDERAL NATIONAL MORTGAGE ASSOCIATION

W. F. JONES

BY Arthur A. Gretz (SEAL)

Arthur A. Gretz
Its Attorney-in-Fact

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: electric range - frigidaire R-15

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. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses,

costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs 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.

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 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: A. Raymond Bevans Jr. A. RAYMOND BEVANS, JR.

Richard Frederick Klus [SEAL]
RICHARD FREDERICK KLUS [SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 20th day of February, 19 51, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared RICHARDFREDERICK KLUS the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

A. Raymond Bevans Jr.
A. RAYMOND BEVANS, JR.
Notary Public.

Recorded- 16th March, 1951, at 9:50 A.M.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured without recourse, to Federal National Mortgage Association this 20th day of February 1951.

AS WITNESS the signature of the said body corporate by the hand of Joseph M. Hisley, its Vice President, and its corporate seal hereto affixed.

ATTEST:

Joseph R. Schneider, Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Joseph M. Hisley Vice, President

Recorded- 16th March, 1951, at 9:50 A.M.

FORM ... READY FOR RECORD ... APPD

SHORT ASSIGNMENT OF MORTGAGE

FROM FEDERAL NATIONAL MORTGAGE ASSOCIATION TO CENTRAL SAVINGS BANK

BLOCK

Received for Record Nov. 18 1954 at 2.55 o'clock P. M. Same day Recorded in Liber J.H.H. No. 614 Folio 132 etc., one of the Land Records of A.A. County and examined.

Per [illegible] Clerk.

Pd. $1.00

10M—10-52

LIBER 144 PAGE 452

Central Savings Bank
Charles and Lexington Streets
Baltimore 3, Maryland
Plaintiff

VS.

Richard Frederick Klus
3 Creek Boulevard
Magothy Beach
Anne Arundel County, Maryland
Defendant

IN THE

CIRCUIT COURT FOR

Anne Arundel
~~XXXXXXXX~~ COUNTY

Docket No. ....., Folio .....,
No 15,217 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~XXXXX~~ (CITY), To Wit:

I HEREBY CERTIFY, that on the 28th day of September, 19.62., befcre me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~XXXXX~~ (City) personally appeared Charles E. Dishler, Vice President of Central Savings Bank and made oath, in due form of law, that he. knows the Defendant ~~XXX~~ 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.

WILLIAM A. MERCIER NOTARY PUBLIC BALTIMORE, MD.

William A. Mercier
WILLIAM A. MERCIER Notary Public

Charles E. Dishler
Affiant

Charles E. Dishler
Vice President
Central Savings Bank

FILED

1962 OCT -4 PM 3:40

E-118—1M—9-1-61

LIBER 144 PAGE 453

Central Savings Bank
Charles and Lexington Streets
Baltimore 3, Maryland

VS.

Richard Frederick Klus
3 Creek Boulevard
Magothy Beach
Anne Arundel County, Maryland

IN THE

Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY

No. 15,717 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Central Savings Bank

under the mortgage from Richard Frederick Klus

to Baltimore Federal Savings and Loan Association

dated the 20th day of February, 19 51, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber JHH No. 614 Folio 129

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE	$8,550.00
LESS: AMOUNT PAID ON ACCOUNT THEREOF	2,710.40
BALANCE DUE ON PRINCIPAL	$5,839.60
WITH INTEREST AT 4% per annum from January 1, 1962	
PLUS Eight (8) Late Charges	20.16

SUBJECT TO a credit in the Expense Account of $92.90

Central Savings Bank

By Charles E. Dishler
Charles E. Dishler
Vice President

STATE OF MARYLAND, ~~COUNTY~~ CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26th day of September in the year nineteen hundred and sixty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Charles E. Dishler, Vice President of the Central Savings Bank

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

William A. Mercier
Notary Public
WILLIAM A. MERCIER

FILED
1962 OCT -4 PM 3:40

E-117—1M—5-61.

LIBER 144 PAGE 454

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

DOCKET _____ FOLIO _____

CASE NO. 15,217 Equity

FILED _____

Central Savings Bank
Charles and Lexington Streets
Baltimore 3, Maryland

Vs.

Richard Frederick Klus
3 Creek Boulevard
Magothy Beach
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

FOR
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

_____ TERM, 19 62

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 4th day of October 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 be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John G. Rouse, Jr. 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 five thousand 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 one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bowie Duckett
JUDGE

FILED
1962 OCT -4 PM 4:08

8

GLOBE INDEMNITY COMPANY

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

LIBER 11 PAGE 479

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 144 PAGE 450

Bond No. 377858

Equity #15,217

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John G. Rouse, Jr. of Anne Arundel County, State of Maeyland, 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 Five Thousand Dollars ($5,000.00), 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 29th day of October, 19 62.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Central Savings Bank vs. Richard Frederick Klus - Equity #15,217 - dated October 4, 1962, the said John G. Rouse, Jr. was appointed Trustee to make sale of the property described in said proceedings, and the said John G. Rouse, Jr. is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

John G. Rouse, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 29 day of October, 1962

Louis N. Phipps, Clerk

ROUSE, MORTON & BEARDMORE
Solicitors
18 West Street
Annapolis, Maryland

Trustee's Sale

of valuable Free Simple Property

KNOWN AS 3 CREEK BOULEVARD, MAGOTHY BEACH

Being all of Lots 913 and 912 and the southernmost half of Lot 911 and the northernmost half of Lot 914 as shown on the Plat of Magothy Beach.

By virtue of the power and authority vested in him by a Decree of the Circuit Court for Anne Arundel County in a Cause entitled "Central Savings Bank, Plaintiff, vs. Richard Frederick Klus" No. 15.217 Equity, John G. Rouse, Jr., Trustee, will offer at public sale, at the Court House Door, Annapolis, Maryland

Wednesday November 7th, 1962 at 2:00 P.M.

all that property situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe here set on the westernmost side of Creek Boulevard forty feet wide; said point of beginning is south twenty degrees thirty minutes west ten feet from the southeast corner of Lot. No. 910 as shown on the Plat of Magothy Beach, which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4 Plat No. 15: thence from the point of beginning so fixed and running along said westmost side of Creek Boulevard, south twenty degrees thirty minutes west sixty feet to an iron pipe here set south twenty degrees thirty minutes west ten feet from the southeast corner of Lot No. 913; thence leaving said side of Creek Boulevard at right angles, and running through Lot No. 914; north sixty-nine degrees thirty minutes west one hundred twenty feet to an iron pipe here set; thence running parallel with said Creek Boulevard, north twenty degrees thtriy minutes east sixty feet to an iron pipe here set; thence south sixty-nine degrees thirty minutes east one hundred twenty feet to the point of beginning. Containing 7200 square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in February, 1950. Being all of lots 913 and 912 and the southernmost half of lot 911 and the northernmost half of lot 914 as shown on the hereinbefore mentioned plat of Magothy Beach.

BEING the same lots of ground which by Deed dated February 20, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 614, folio 126, was granted and conveyed by Magothy Homestead Corporation to Richard Frederick Klus.

The improvements consist of a 1½ story frame, asbestos shingle, semi-bungalow containing 6 rooms in all plus bath.

No. 16

OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 456

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962.

We hereby certify, that the annexed

Trustee's Sale Eq. 15,217
Richard Frederick Klus
3 Creek Boulevard

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1962. The first insertion being made the 11th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED-1962 Nov. 9 PM 4:20

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

TERMS OF SALE: Cash. A cash deposit of $500.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal Documentary Stamps to be borne by the purchaser or purchasers.

JOHN G. ROUSE, JR., Trustee
18 West Street
Annapolis, Maryland
Colonial 7-8188

GEORGE W BLE,
A. oneer
N-1

LIBER 144 PAGE 457

GEORGE W. SCIBLE - Auctioneer

ROUSE, MORTON & BEARDMORE
Solicitors
18 West Street
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE

Fee Simple Property

KNOWN AS 3 CREEK BOULEVARD, MAGOTHY BEACH

Being all of Lots 913 and 912 and the southernmost half of Lot 911 and the northernmost half of Lot 914 as shown on the Plat of Magothy Beach.

By virtue of the power and authority vested in him by a Decree of the Circuit Court for Anne Arundel County in a cause entitled "Central Savings Bank, Plaintiff, vs. Richard Frederick Klus" No. 15,217 Equity, John G. Rouse, Jr., Trustee, will offer at public sale, at the Court House Door, Annapolis, Maryland

Wednesday, November 7, 1962

AT 2:00 P.M.

all that property situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe here set on the westernmost side of Creek Boulevard forty feet wide; said point of beginning is south twenty degrees thirty minutes west ten feet from the southeast corner of Lot No. 910 as shown on the Plat of Magothy Beach, which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4 Plat No. 15: thence from the point of beginning so fixed and running along said westmost side of Creek Boulevard, south twenty degrees thirty minutes west sixty feet to an iron pipe here set south twenty degrees thirty minutes west ten feet from the southeast corner of Lot No. 913; thence leaving said side of Creek Boulevard at right angles, and running through Lot No. 914; north sixty-nine degrees thirty minutes west one hundred twenty feet to an iron pipe here set; thence running parallel with said Creek Boulevard, north twenty degrees thirty minutes east sixty feet to an iron pipe here set; thence south sixty-nine degrees thirty minutes east one hundred twenty feet to the point of beginning. Containing 7200 square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in February, 1950. Being all of lots 913 and 912 and the southernmost half of lot 911 and the northernmost half of lot 914 as shown on the hereinbefore mentioned plat of Magothy Beach.

BEING the same lots of ground which by Deed dated February 20, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 614, folio 126, was granted and conveyed by Magothy Homestead Corporation to Richard Frederick Klus.

The improvements consist of a 1 1/2 story frame, asbestos shingle, semi- bungalow containing 6 rooms in all plus bath.

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

TERMS OF SALE: Cash. A cash deposit of $500.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal Documentary Stamps to be borne by the purchaser or purchasers.

JOHN G. ROUSE, JR., Trustee
18 West Street
Annapolis, Maryland
Colonial 7-8186

FILED
1962 NOV 13 AM 11:05

LIBER 144 PAGE 459

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that at a public auction on Wednesday, November 7, 1962, at 2:00 P.M., at the Court House Door in Annapolis, Maryland, I sold to Central Savings Bank for the sum of $6,378.00, that being the highest bid obtainable, the fee simple property more particularly described on the reverse side hereof. I further certify that the said sale was fairly made.

Auctioneer

LIBER 144 PAGE 461

CENTRAL SAVINGS BANK	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
RICHARD FREDERICK KLUS	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 15,217 EQUITY
	*	

* * * * * * * * * * *

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of November, 1962, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared H. ARTHUR STISSEL, and he made oath in due form of law that he is Assistant Treasurer of Central Savings Bank and that as authorized agent for said Bank, he purchased the property which is the subject matter of these proceedings at a public sale on November 7, 1962, at 2:00 P.M. at the Court House Door in Annapolis, Maryland for the sum of $6,378.00; that no other persons, firms or corporations were interested as principals in said purchase other than said Central Savings Bank and that he neither directly, nor indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

William A. Mercier

Notary Public

WILLIAM A. MERCIER

WILLIAM A. MERCIER NOTARY PUBLIC

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

1962 NOV 13 P.M.

13

CENTRAL SAVINGS BANK	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
RICHARD FREDERICK KLUS	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 15,217 EQUITY
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John G. Rouse, Jr., Trustee, respectfully shows:

1. That pursuant to a Decree of this Honorable Court dated October 4, 1962, he was appointed Trustee to sell the property described in these proceedings and in compliance with said Decree he filed with the Clerk of this Court an approved bond in the penalty of $5,000.00.

2. That after giving notice of the time, place, manner and terms of sale in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least 20 days before the day of sale, he did, pursuant to said notice, at the time and place specified in said advertisement, proceed to sell at public auction the property referred to in these proceedings, to wit:

> "BEGINNING for the same at an iron pipe here set on the westernmost side of Creek Boulevard forty feet wide; said point of beginning is south twenty degrees thirty minutes west ten feet from the southeast corner of Lot No. 910 as shown on the Plat of Magothy Beach, which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4 Plat No. 15: thence from the point of

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

1962 NOV 13 A.M.

14

beginning so fixed and running along said westmost side of Creek Boulevard, south twenty degrees thirty minutes west sixty feet to an iron pipe here set south twenty degrees thirty minutes west ten feet from the southeast corner of Lot No. 913; thence leaving said side of Creek Boulevard at right angles, and running through Lot No. 914; north sixty-nine degrees thirty minutes west one hundred twenty feet to an iron pipe here set; thence running parallel with said Creek Boulevard, north twenty degrees thirty minutes east sixty feet to an iron pipe here set; thence south sixty-nine degrees thirty minutes east one hundred twenty feet to the point of beginning. Containing 7200 square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in February, 1950. Being all of lots 913 and 912 and the southermost half of lot 911 and the northernmost half of lot 914 as shown on the hereinbefore mentioned plat of Magothy Beach.

BEING the same lots of ground which by Deed dated February 20, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 614, folio 126, was granted and conveyed by Magothy Homestead Corporation to Richard Frederick Klus."

3. That said property was sold to Central Savings Bank for the sum of $6,378.00, that being the highest bid.

4. That said purchaser has paid a deposit on account of the purchase of said property in the amount of $500.00.

5. That there are attached hereto, and made a part hereof, the Certificate of the Auctioneer, together with the Purchaser's Affidavit.

AND, AS IN DUTY BOUND, ETC.

John G. Rouse, Jr.
Trustee

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

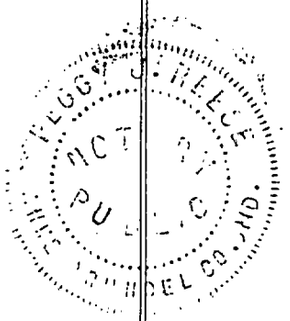
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of November,

15

1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN G. ROUSE, JR., Trustee named in the above Report of Sale, and he made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

AS WITNESS my hand and Seal Notarial.



Notary Public

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

16

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 465

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,217 Equity
CENTRAL SAVINGS BANK
VERSUS
RICHARD FREDERICK KLUS

Ordered, this 13th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by John G. Rouse, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of December 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 December next.

The report states that the amount of sale was $6,378.00

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

D-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 15,217 Richard Frederick Klus was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December, 1962. The first insertion being made the 15th day of November, 1962

FIL

THE CAPITAL-GAZETTE PRESS, INC.

1962 DEC 17 PM 4:31

No. M.G. 34022

By H. Tilghman

17

ORDER NISI

LIBER 144 PAGE 466

CENTRAL SAVINGS BANK

versus

RICHARD FREDERICK KLUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,217 Equity

Ordered, this 13th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by John G. Rouse, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of December 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 December next.

The report states that the amount of sale was $ 6,378.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

JOHN G. ROUSE, JR., ATTY. FOR: MARYLAND GAZETTE Nov. 15th Edition

(Final Order)

CENTRAL SAVINGS BANK

versus

RICHARD FREDERICK KLUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of December, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1962 DEC 19 AM 11:16

18

LIBER 144 PAGE 467

In the Case of

CENTRAL SAVINGS BANK

VS.

RICHARD FREDERICK KLUS

In the

Circuit Court

For

Anne Arundel County

No. 15,217 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

1963 JAN -4 PM 3:23

All of which is respectfully submitted.

January 4, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd day of January, 1963, 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

1963 JAN 22 AM 9:55

15

2.

Dr. Mortgaged Real Estate of Richard Frederick Klus

LIBER 144 PAGE 468

In Acct. with John G. Rouse, Jr., Trustee

					Cr.	
	By	Amount of Sale, as per Trustee's				
		Report of Sale filed	6,378	00		
	By	Interest, 6%, on deferred payment,				
		$5,878.00 from 11/7/62 to 12/20/62	42	08		
					6,420	08
	To	Trustee, for fee, viz.	50	00		
	To	Trustee, for commissions, viz.	221	34		
					271	34
	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.				
		Advertisement & Nisi - Sale	113	00		
		Speer Publications, Inc.- handbills	17	00		
		Globe Indemnity Company - bond	20	00		
		George W. Scible- Auctioneer's fee	35	00		
					185	00
	To	Central Savings Bank, Mortgagee, on				
		account of Mortgage claim			5,903	24
					6,420	08
		Balance due on Mortgage, as per				
		claim filed	5,766	86		

Interest, 4%, thereon from 1/1/62 to 1/20/63	243 48
	6,010 34
Credit amount allowed above	5,903 24
This amount subject to decree in personam	107 10

LIBER 144 PAGE 470

In the Matter of the Mortgaged Real Estate of Dominic T. Cavallo, Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow	: No. 5,321 Equity : In the Circuit Court : for : Anne Arundel County :	

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1962 NOV 30 PM 3:08

No. 15321 Eq.

LIBER 144 PAGE 471

BOOK 1292 PAGE 428

This Mortgage,

made this 30th day of April in the year one thousand nine hundred and fifty-nine, between DOMINIC T. CAVALLO and PHOEBE C. CAVALLO, his wife; and LUCY CAVALLO, Widow, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ----------($13,500.00)

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

By the payment of ONE HUNDRED FOURTEEN DOLLARS ----------($114.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the first payment due June 1, 1959.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those lot(s) of ground situate and lying in Third Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

(1) KNOWN AND DESIGNATED as Lot No. 14, Block HH, on plat entitled "Plat No. 4, Cape St. Claire" recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, Plat 13, being the same property conveyed unto Dominic T. Cavallo and Phoebe C. Cavallo, his wife, by The River Bay Company by deed dated October 26, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 597, Folio 296.

(2) KNOWN AND DESIGNATED as Lot No. 15, Block HH, as shown on the above-mentioned plat of Cape St. Claire, being the same property conveyed unto Ralph Cavallo and Lucy Cavallo, his wife, by William E. Kirk, single, by deed dated October 24, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 976, Folio 481, the said Ralph Cavallo having since departed this life.

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1962 NOV 30 PM 3:08

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Bozman

William W. Townshend, Jr.

Dominic T. Cavallo (SEAL)

Phoebe C. Cavallo (SEAL)

X (SEAL)

her
Lucy (X) Cavallo
mark (SEAL)
Lucy Cavallo

11

5

LIBER 144 PAGE 474

BOOK 1292 PAGE 431

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 30th day of April, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dominic T. Cavallo and Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC

12.00

My Commission expires 5/4/59

Rec'd for record May 1, 1959 at 2:56 P.M.
Mailed to Wm. W. Townshend, Jr.

No. 15, 321 Eq.

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 144 PAGE 475

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 29th day of November, 19 62, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage, from Dominic T. Cavallo, Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, to Loyola Federal Savings and Loan Association, that to the best of his knowledge, plaintiff s, in the above entitled cause, and made oath, in due form of law, that defendant s

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

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 29th day of November, 19 62.

Notarial Seal

Dorothy P. McNew,

Notary Public.

My Commission will expire on: May 6th, 1963

Filed,

FILED

1962 NOV 30 PM 3:08

No. 15, 321 Eq.

LIBER 144 PAGE 476

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOURTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Dominic C. Cavallo and Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1292, Folio 428, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

THURSDAY, DECEMBER 27, 1962

at 12:00 o'clock Noon

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 14, Block HH, on plat entitled "Plat No. 4, Cape St. Claire," recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, Plat 13 (now known as Book 21, Page 47).

BEING the same property conveyed unto Dominic T. Cavallo and Phoebe C. Cavallo, his wife, by The River Bay Company by deed dated October 26, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 597, Folio 296, and further being a part of the property contained in aforesaid mortgage.

Above property improved by dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be

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adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

The Maryland Gazette - November 29th,
December 6th, 13th and 20th, 1962

Please send twenty-five handbills.

In the Matter of the Mortgaged	: No.	15,321 Equity
Real Estate of Dominic T.	:	In the Circuit Court
Cavallo, Phoebe C. Cavallo, his	:	for
wife, and Lucy Cavallo, Widow	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Dominic T. Cavallo, Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, to Loyola Federal Savings and Loan Association, successor to United Federal Savings and Loan Association of Glen Burnie, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber in G.T.C. 1292, Folio 428.		$13,500.00
Less total amount paid on account of principal.	$1,097.17	
Less credit Expense Account	146.40	
	$1,243.57	1,243.57
		$12,256.43
Plus interest to December 27, 1962		365.67
Amount of mortgage indebtedness.		$12,622.10

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of November 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

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1962 NOV 30 PM 3:08

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The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 144 PAGE 479

#15,321
Equity

BOND NO. 45 03 92

LIBER 11 PAGE 509

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and The PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 12th day of December, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Dominic C. Cavallo and Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, to the Loyola Federal Savings & Loan Association, bearing date on or about the 30th day of April, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1292, Folio 428, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS AS TO PRINCIPAL:

Timothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Natalie T. Ares

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.
Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 17th day of December, 1962

Lewis N. Phipps, Clerk

FILED

1962 DEC 17 PM 12:58

Form 24 S831 10

8-61

ROBERT H. CAMPBELL - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Dominic C. Cavallo and Phoebe C. Cavallo, his wife, and Lucy Cavallo, widow, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1292, Folio 428, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

THURSDAY, DECEMBER 27, 1962

AT 12:00 O'CLOCK NOON

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

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Above property improved by dwelling with modern conveniences.

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For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

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1962 DEC 28 PM 2:36

LIBER 144 PAGE 481

Annapolis, Maryland
December 27, 1962

I hereby certify that I have this twenty-seventh day of December 1962, sold the property described on the reverse hereof unto Anna M. Ritter

at and for the sum of TEN THOUSAND TWO HUNDRED FIRTY DOLLARS ($10,250.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this twenty-seventh day of December 1962

purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of TEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($10,250.00)

and I/we hereby agree to comply with the terms of sale.

Anna M. Ritter

FILED

1962 DEC 28 PM 2:36

In the Matter of the	:	No. 16,321 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Dominic T. Cavallo, Phoebe C.	:	for
Cavallo, his wife, and Lucy	:	Anne Arundel County
Cavallo, Widow	:	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Dominic T. Cavallo and Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1292, Folio 428, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Thursday, December 27, 1962, at 12:00 o'clock Noon, and then and there sold the said property to Anna M. Ritter, at and for the sum of TEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($10,250.00), being at that figure the highest bidder therefor, said property described as follows:

KNOWN AND DESIGNATED as Lot No. 14, Block HH, on plat entitled "Plat No. 4, Cape St. Claire," recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, Plat 13 (now known as Plat Book 21, Folio 47).

FILED

1962 DEC 28 PM 2:36

13

BEING the same property conveyed unto Dominic T. Cavallo and Phoebe C. Cavallo, his wife, by The River Bay Company by deed dated October 26, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 597, Folio 296, and further being a part of the property contained in aforesaid mortgage.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows. TERMS OF SALE. A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of December 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

In the Matter of the	: No.	15321 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Dominic T. Cavallo, Phoebe C.	:	for
Cavallo, his wife, and Lucy	:	Anne Arundel County
Cavallo, Widow	:	
	:	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this twenty-seventh day of December 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Anna M. Ritter

the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: she was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) she had not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s)

WITNESS:

William W. Townshend, Jr.

Anna M. Ritter (SEAL)

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED

1962 DEC 28 PM 2:36

15

ORDER NISI

LIBER 144 PAGE 485

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DOMINIC T. CAVALLO, PHOEBE C. CAVALLO, his wife, and LUCY CAVALLO, Widow

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,321 Equity

Ordered, this 28th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of February next.

The report states that the amount of sale was $ 10,250.00

[signature] Clerk.

True Copy,

TEST: Clerk.

Wm. W. Townshend, Jr., Atty. Maryland Gazette (for Jan. 3 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DOMINIC T. CAVALLO, PHOEBE C. CAVALLO, his wife, and LUCY CAVALLO, Widow

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of February, 1963 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

1963 FEB -6 PM 2:12

WILLIAM W. TOWNSHEND, JR.,
Attorney
Annapolis, Mar. 1

Attorney's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Dominic C. Cavallo and Phoebe C. Cavallo, his wife, and Lucy Cavallo, Widow, dated April 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1292, Folio 428, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Thurs., Dec. 27, 1962
at 12 o'clock Noon

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 14, Block HH, on plat entitled "Plat No. 4, Cape St. Claire," recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, Plat 13 (now known as Book 21, Page 47).

BEING the same property conveyed unto Dominic T. Cavallo and Phoebe C. Cavallo, his wife, by The River Bay Company by deed dated October 26, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 597, Folio 296, and further being a part of the property contained in aforesaid mortgage.

Above property improved by dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer D-20

No. 17

OFFICE OF 15,321

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1963

We hereby certify, that the annexed

Attorney's Sale

Dominic C. Cavallo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22th day of December, 1962. The first insertion being made the 29th day of November, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
JAN 15 PM 1:40

By H. Tilghman

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 487

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 4, 1963

We hereby certify, that the annexed

Order Nisi Eq 15,321

Sale

Dominic T. Cavallo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of February, 1963. The first insertion being made the 3rd day of January, 1963

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1963 FEB -4 PM 4:19

By A. Silghman

No. M. G.

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,321 Equity
In the Matter of the Mortgaged Real Estate of
DOMINIC T. CAVALLO, PHOEBE C. CAVALLO, his wife, and LUCY CAVALLO, Widow

Ordered, this 28th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 4th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of February next.

The report states that the amount of sale was $10,250.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

J-24

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
DOMINIC T. CAVALLO, PHOEBE C. CAVALLO, HIS WIFE,
and LUCY CAVALLO, widow

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,321 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
1963 FEB -8 AM 9:40

All of which is respectfully submitted.
February 8, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of February, 1963, 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 Y. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED
1963 FEB 26 AM 9:10

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DOMINIC T. CAVALLO, PHOEBE C. CAVALLO, his wife, and LUCY CAVALLO, widow,

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1962						
Dec.	27	Proceeds of sale	10,250	00		
		Interest on deferred payment of $9,250.00				
		from 12/27/62 to 2/8/63	66	22	10,316	22
		Refund 1962 County and State taxes				
		12/27/62 to 12/31/62 - 4 days (181.26)	2	00	2	00
					10,318	22
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	339	49	439	49
		To Attorney for Court Costs, viz:				
		Plaintiffs. Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	59	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	13	68		
		Robert H. Campbell - auctioneer fee	45	00		
		Pennsylvania Ins. Co. - bond premium	60	00		
		One-half cost documentary stamps	16	58		
		Dorothy P. McNew - notary fees	1	50	211	28
		To Loyola Federal Savings & Loan Assn.				
		on account of claim filed	9,606	95	9,606	95
					10,318	22

Amount of Mortgage claim filed	12,622	10
Interest on principal balance of $12,256.43		
from 12/27/62 to 2/23/63 -58 days @ 6%	116	93
	12,739	03
Cr. - amount allowed above	9,606	95
Balance subject to decree in personam	3,132	08

LIBER 144 PAGE 491

In the Matter of the Mortgaged	No.	15,322 Equity
Real Estate of Allan Pearmon		In the Circuit Court
and Betty Lee Pearmon, his wife		for
		Anne Arundel County

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1962 NOV 30 PM 3:08

5368

LIBER 144 PAGE 492 No. 15,322 Equity

BOOK 1531 PAGE 261

This Mortgage, made this 14TH day of **December** in the year one thousand nine hundred and **sixty-one**, between **ALLAN PEARMON and BETTY LEE PEARMON, his wife** of **Anne Arundel County**, in the State of Maryland, hereinafter called Mortgagor(s), and **LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION** a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

ELEVEN THOUSAND FIVE HUNDRED DOLLARS ----------($11,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of **6%** per annum, in the manner following:

By the payment of **EIGHTY THREE DOLLARS ----------($83.00)** Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the **first** day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

BEGINNING for the same at a point on the South side of a lot known as Wood's Road leading to the Governor Ritchie Highway where the 289.54 ft. line or the Easternmost side of the Alice Johnson lot acquired from Evelyn V. Tate, Widow, by deed dated March 16, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 326, Folio 165 intersects the said South side of the Wood's Road as shown on the hereinafter mentioned plat and running thence South 28° 44' East, 66.85 ft. to a point; thence South 43° 1' East, 206.5 ft. to a point on the South side of the said Wood's Road, South 31° 41' East, 153.3 ft. to a pipe; thence South 58° 11' West, 170 ft. to a pipe on the Hillside as shown on the said plat, North 52° 38' West, 185.26 ft. to a pipe to the Southwest corner of the aforesaid Alice Johnson lot; thence along the South side of the Johnson lot, North 71° 47' East, 135.44 ft. to the Southeast corner of the said Johnson lot; thence along the Eastern side of the Johnson lot, North 18° 13' West, 289.54 ft. to the point of beginning. Containing 1 acre of land, more or less, as surveyed by J. Revell Carr, Surveyor, in December 1944.

BEING the same property conveyed unto the within-named Mortgagors by Henry Williams, divorced, et al, by deed dated April 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1389, Folio 540.

RECORDATION TAX ACT OF 1947 $22.00 RECORDATION TAX ACT OF 1947 $22.00 RECORDATION TAX ACT OF 1947 $11.00

25.30

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1962 NOV 30 PM 3:08

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for **themselves, their** heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants fot thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Allan Pearmon (SEAL)

Allan Pearmon

Betty Lee Pearmon (SEAL)

Betty Lee Pearmon

(SEAL)

LIBER 144 PAGE 495

BOOK 1531 PAGE 264

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14TH day of **December**, in the year one thousand, nine hundred and **sixty-one**, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared **Allan Pearmon and Betty Lee Pearmon, his wife**, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) **are** subscribed to the within Mortgage, and acknowledged that **they** executed the same for the purposes therein contained, and also **they** acknowledged the foregoing Mortgage to be **their** act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NORWOOD A. WIENEKE
NOTARY PUBLIC

11.00

My Commission expires 5/6/63

Rec'd for record Dec. 15, 1961 at 3:57 P.M.
Mailed to Wm. W. Townshend, Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

ALLAN PEARMON and

BETTY LEE PEARMON, his wife

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for record

19 ..... at ..... o'clock ..... M.

Same day recorded in Liber

No. ..... folio ..... &c. one of

the Land Records of Anne Arundel County

..... and examined per

..... Clerk.

Cost of Record $ 11.00

25-30

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1961 DEC 15 PM 3:57

& RECORDED IN LIBER GTC NO. 1531 FOLIO 261 GEO. T. CROMWELL, CLERK

LIBER 144 PAGE 496

No. 15,322 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 29th day of November, 19 62, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage, from Allan Pearmon and Betty Lee Pearmon, his wife, to Loyola Federal Savings and Loan Association, plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge, that defendants

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Allan Pearmon and Betty Lee Pearmon, his wife

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 29th day of November, 19 62.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew *Notary Public.*

My Commission will expire on: May 6th, 1963

Filed,

FILED

1962 NOV 30 PM 3:08

LIBER 144 PAGE 497

No. 15322 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Allan Pearmon and Betty Lee Pearmon, his wife, dated December 14th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 261, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

THURSDAY, DECEMBER 27, 1962

at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a lot known as Wood's Road leading to the Governor Ritchie Highway where the 289.54 ft. line or the Easternmost side of the Alice Johnson lot acquired from Evelyn V. Tate, Widow, by deed dated March 16, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 326, Folio 165, intersects the said South side of the Wood's Road as shown on the hereinafter mentioned plat and running thence South 28° 44' East, 66.85 ft. to a point; thence South 43° 1' East, 206.5 ft. to a point on the South side of the said Wood's Road, South 31° 41' East, 153.3 ft. to a pipe; thence South 58° 11' West, 170 ft. to a pipe on the Hillside as shown on the said plat, North 52° 38' West, 185.26 ft. to a pipe to the Southwest corner of the aforesaid Alice Johnson lot; thence along the South side of the Johnson lot, North 71° 47' East, 135.44 ft. to the Southeast corner of the said Johnson lot; thence along the Eastern side of the Johnson lot, North 18° 13' West, 289.54 ft. to the point of beginning. Containing 1 acre of land, more or less, as surveyed by J. Revell Carr, Surveyor, in December 1944.

BEING the same property conveyed unto Allan Pearmon and Betty Lee Pearmon, his wife, by Henry Williams, divorced, et al, by Deed dated April 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1389, Folio 540.

Above property improved by a 1 story frame dwelling with brick front and modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00

FILED

1962 NOV 30 PM 3:08

of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - November 29th,
December 6th, 13th and 20th, 1962

Please send twenty-five handbills

LIBER 144 PAGE 499

In the Matter of the	:	No. 15,322	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Allan Pearmon and Betty Lee	:	for	
Pearmon, his wife	:	Anne Arundel County	
	:		

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Allan Pearmon and Betty Lee Pearmon, his wife, to Loyola Federal Savings and Loan Association dated December 14th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 261.		$11,500.00
Less total amount paid on account of principal	$181.19	
Less credit Expense Account	71.69	
	$252.88	252.88
		$11,247.12
Plus interest to December 18, 1962		193.79
Amount of Mortgage Indebtedness		$11,440.91

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of November 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

AS WITNESS my hand and Notarial seal.

Dorothy H. McNew, Notary Public

FILED

1962 NOV 30 PM 3:08

The Pennsylvania Insurance Company

LIBER 144 PAGE 500
15.322
Equity

A STOCK COMPANY

BOND NO. 45 03 93 LIBER 11 PAGE 510

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend,Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of 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, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 12th day of December, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Allan Pearmon and Betty Lee Pearmon, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 14th day of December, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1531, Folio 261, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS AS TO PRINCIPAL:

Dorothy G. McNew

William W. Townshend (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Norma J. Parr

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman
Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 17th day of December, 1962
Lowell N. Phipps, Clerk

FILED
1962 DEC 17 PM 12:58

Form 24 S831 10 8-61

LIBER 144 PAGE 501

ROBERT H. CAMPBELL - - - - - **Auctioneer**

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Allan Pearmon and Betty Lee Pearmon, his wife, dated December 14th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1531, Folio 261, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

THURSDAY, DECEMBER 27, 1962

AT 11:00 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a lot known as Wood's Road leading to the Governor Ritchie Highway where the 289.54 ft. line or the Easternmost side of the Alice Johnson lot acquired from Evelyn V. Tate, Widow, by deed dated March 16, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 326, Folio 165, intersects the said South side of the Wood's Road as shown on the hereinafter mentioned plat and running thence South 28° 44' East, 66.85 ft. to a point; thence South 43° 1' East, 206.5 ft. to a point on the South side of the said Wood's Road, South 31° 41' East, 153.3 ft. to a pipe; thence South 58° 11' West, 170 ft. to pipe on the Hillside as shown on the said plat, North 52° 38' West, 185.26 ft. to a pipe to the Southwest corner of the aforesaid Alice Johnson lot; thence along the South side of the Johnson lot, North 71° 47' East, 135.44 ft. to the Southeast corner of the said Johnson lot; thence along the Eastern side of the Johnson lot, North 18° 13' West, 289.54 ft. to the point of beginning. Containing 1 acre of land, more or less, as surveyed by J. Revell Carr, Surveyor, in December 1944.

BEING the same property conveyed unto Allan Pearmon and Betty Lee Pearmon, his wife, by Henry Williams, divorced, et al, by Deed dated April 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T. C. 1389, Folio 540.

Above property improved by a 1 story frame dwelling with brick front and modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED

1962 DEC 28 PM 2:35

LIBER 144 PAGE 502

Annapolis, Maryland
December 27, 1962

I hereby certify that I have this twenty-seventh day of December 1962 sold the property described on the reverse hereof unto Allan Pearmon and Betty Pearmon, his wife at and for the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS ($11,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this twenty-seventh day of December 1962 purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS ($11,500.00) and I/we hereby agree to comply with the terms of sale.

Allan Pearmon

Betty Pearmon

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1962 DEC 28 PM 2:35

12

LIBER 144 PAGE 503

In the Matter of the Mortgaged	:	No. 15322 Equity
Real Estate of Allan Pearmon	:	In the Circuit Court
and Betty Lee Pearmon, his wife	:	for
	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Allan Pearmon and Betty Lee Pearmon, his wife, dated December 14th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 261, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Thursday, December 27, 1962, at 11:00 A.M. o'clock and then and there sold the said property to Allan Pearmon and Betty Pearmon, his wife, at and for the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS ($11,500.00), being at that figure the highest bidders therefor, said property described as follows:

BEGINNING for the same at a point on the South side of a lot known as Wood's Road leading to the Governor Ritchie Highway where the 289.54 ft. line or the Easternmost side of the Alice Johnson lot acquired from Evelyn V. Tate, Widow, by Deed dated March 16, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 326, Folio 165, intersects the said South side of the Wood's Road as shown on the hereinafter mentioned plat and running thence South 28° 44' East, 66.85 ft. to a point; thence South 43° 1' East, 206.5 ft. to a point on the South side of the said Wood's Road, South 31° 41' East, 153.3 ft. to a pipe; thence South 58° 11' West, 170 ft. to a pipe on the hillside as shown on the said plat; thence North 52° 38' West, 185.26 ft. to a pipe to the Southwest corner of

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1962 DEC 28 PM 2:36

the aforesaid Alice Johnson lot; thence along the South side of the Johnson lot, North 71° 47' East, 135.44 ft. to the Southeast corner of the said Johnson lot; thence along the Eastern side of the Johnson lot, North 18° 13' West, 289.54 ft. to the point of beginning. Containing 1 acre of land, more or less, as surveyed by J. Revell Carr, Surveyor, in December 1944.

BEING the same property conveyed unto Allan Pearmon and Betty Lee Pearmon, his wife, by Henry Williams, divorced, et al, by Deed dated April 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1389, Folio 540.

AND the said Attorney further reports that he has received from the purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of December 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

LIBER 144 PAGE 505

In the Matter of the Mortgaged Real Estate of Allan Pearmon and Betty Lee Pearmon, his wife	:	No. 15322 Equity
	:	In the Circuit Court
	:	for
	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this twenty-seventh day of December 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Allan Pearmon and Betty Pearmon, his wife

the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

WITNESS:

William W. Townshend, Jr.

Allen Pearmon (SEAL)
Allan Pearmon

Betty Pearmon (SEAL)
Betty Pearmon

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED
1962 DEC 28 PM 2:35

ORDER NISI

LIBER 144 PAGE 506

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALLAN PEARMON and BETTY LEE PEARMON, his wife

xxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,322 Equity

Ordered, this 28th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of February next.

The report states that the amount of sale was $ 11,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm.W. Townshend, Jr., Atty.

Maryland Gazette (for Jan. 3, 1963)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALLAN PEARMON and BETTY LEE PEARMON, his wife

xxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of February, 1963 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

1963 FEB -6 PM 2:12

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, h St.
Annapolis, Maryla...

Attorney's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Allan Pearmon and Betty Lee Pearmon, his wife, dated December 14th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1531, Folio 261, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Thurs., Dec. 27, 1962
at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a lot known as Wood's Road leading to the Governor Ritchie Highway where the 289.54 ft. line or the Easternmost side of the Alice Johnson lot acquired from Evelyn V. Tate, Widow, by deed dated March 16, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 326, Folio 165, intersects the said South side of the Wood's Road as shown on the hereinafter mentioned plat and running thence South 28 degrees 44' East, 66.85 ft. to a point; thence South 43 degrees 1' East, 206.5 ft. to a point on the South side of the said Wood's Road, South 31 degrees 41' East, 153.3 ft. to a pipe; thence South 58 degrees 11' West, 170 ft. to a pipe on the Hillside as shown on the said plat, North 52 degrees 38' West, 185.26 ft. to a pipe to the Southwest corner of the aforesaid Alice Johnson lot; thence along the South side of the Johnson lot, North 71 degrees 47' East, 135.44 ft. to the Southeast corner of the said Johnson lot; thence along the Eastern side of the Johnson lot, North 18 degrees 13' West, 289.54 ft. to the point of beginning. Containing 1 acre of land, more or less, as surveyed by J. Revell Carr, Surveyor, in December, 1944.

BEING the same property conveyed unto Allan Pearmon and Betty Lee Pearmon, his wife, by Henry Williams, divorced, et al, by Deed dated April 22, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1389, Folio 540.

Above property improved by a 1 story frame dwelling with brick front and modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
WILLIAM W. TOWNSHEND, JR.
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer D-20

No. 17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1322 PAGE 507

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1963

We hereby certify, that the annexed

Attorney's Sale

Allan Pearmon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22th day of December, 1962. The first insertion being made the 29th day of November, 1962

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1963
JAN 15 PM 1:40

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 508

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,322 Equity

In the Matter of the Mortgaged Real Estate of
ALLAN PEARMON and
BETTY LEE PEARMON, his wife

Ordered, this 28th day of December, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of February next;. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of February next.

The report states that the amount of sale was $11,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

J-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 4, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,322

Allan Pearmon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of February, 1963. The first insertion being made the 3rd day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 FEB -4 PM 4:19

No. M. G.

LIBER 144 PAGE 509

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALLAN PEARMON and BETTY LEE PEARMON, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,322 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.

1963 FEB -8 AM 9:40 FILED

All of which is respectfully submitted.
February 8, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of February, 1963, 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
1963 FEB 26 AM 9:10

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALLAN PEARMON and BETTY LEE PEARMON, his wife,

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1962						
Dec.	27	Proceeds of Sale	11,500	00		
		Interest on deferred payment of $10,750.00				
		from 12/27/62 to 2/8/63	77	02	11,577	02
					11,577	02
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	387	31	487	31
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital-Gazette Press - advertising sale	84	00		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	13	65		
		Robert H. Campbell - Auctioneer fee	45	00		
		Pennsylvania Ins. Co.-Bond premium	46	00		
		One-half cost documentary stamps	18	97		
		Dorothy P. McNew - Notary fees	1	50	224	12
		To Loyola Federal Savings & Loan Assn.				
		on account of Mortgage claim filed	10,805	09	10,805	09
					11,577	02

		Amount of Mortgage claim filed	11,440	91		
		Interest on principal balance of $11,247.12 from 12/18/62 to 2/23/63 -67 days @ 6%	124	17		
			11,565	08		
		Cr.-amount allowed above	10,805	09		
		Balance subject to decree in personam	759	99		

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FRANCIS XAVIER BOWEN AND MARY JUNE BOWEN, HIS WIFE	:	(In Equity) No. 15,268 Equity

Mr. Clerk:

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

1. Original Mortgage from Francis Zavier Bowen and Mary June Bowen, his wife to Baltimore Federal Savings and Loan Association, dated March 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1381 folio 3.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 NOV -2 AM 9:23

252-26287

No. 15,568 Equity

MARYLAND

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

LIBER 144 PAGE 513

BOOK 1381 PAGE 3

MORTGAGE

THIS MORTGAGE, made this 30th day of March, A. D. 19 60, by and between FRANCIS XAVIER BOWEN and MARY JUNE BOWEN, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND FIVE HUNDRED and 00/100ths Dollars ($9,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one fourth per centum (5¼ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-TWO and 46/100ths Dollars ($ 52.46), commencing on the first day of May, 19 60, 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 March, 19 90. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 9, Block 19, Section 2, as shown on the plat entitled "Harundale, Section 2", dated June 18, 1947, which plat is recorded among the plat records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1817 Lansing Road.

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

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

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

Washing Machine

Electric Range

Refrigerator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

J. R. Holland

JOHN R. HOLLAND, JR.

Francis Xavier Bowen [SEAL]

Francis Xavier Bowen

[SEAL]

Mary June Bowen [SEAL]

Mary June Bowen

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 30th day of March, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared FRANCIS XAVIER BOWEN and MARY JUNE BOWEN, 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.

J. R. Holland

JOHN R. HOLLAND, JR. *Notary Public.*

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

Rec'd for record April 1, 1960 at 10:45 A.M.

Mailed to The Colonial Title Guarantee Co.

tion No. 53508

by JEM

Examiner

for Record

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

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

FRANCIS XAVIER BOWEN AND MARY JUNE BOWEN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 15,208
Equity

MILITARY AFFIDAVIT

Docket 20 folio 375

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of November 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, Francis Xavier Bowen and Mary June Bowen, 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 NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link - Notary Public

FILED

1962 NOV -2 AM 9:24

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANCIS XAVIER BOWEN AND

MARY JUNE BOWEN, HIS WIFE

IN THE LIBER 144 PAGE 518

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,268

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association** under the mortgage from **Francis Xavier Bowen and Mary June Bowen, his wife** to **Baltimore Federal Savings and Loan Association** dated the **30th** day of **March** 19**60**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1381** Folio **3** .

Amount of Mortgage	$9500.00
Less - amount paid on principal	274.69
	9225.31
Plus - interest to 10/18/62	266.28
	9491.59
Less - balance in expense account	47.43
	9444.16

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **1st** day of **November** 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 **Charles E. Williams, 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.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

WITNESS my hand and Notarial Seal.

1962 NOV -2 PM 9:24

Clara M. Link

Clara M. Link Notary Public

7

Equity No. 15268

Mortgagee and Attorney's Bond.

LIBER 144 1-369 PAGE 519

LIBER 11 PAGE 499

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-2260-62

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND, FIVE HUNDRED AND NO/100 ($9,500.00) - - - - - - - - - - - - - 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 29th day of November 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 Francis Xavier Bowen and Mary June Bowen, his wife, to Baltimore Federal Savings & Loan Association bearing date the 30th day of March nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1381, Folio 3, and

1817 Lansing Rd., A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Frick

Walter S. Calwell (Seal)

(Seal)

(Seal)

WITNESS:

S. Alvey

Bond approved this 3 day of December 1962

Louis N. Phipps

Clerk

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 DEC -3 AM 9:31

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANCIS XAVIER BOWEN AND MARY JUNE BOWEN, HIS WIFE	:	Equity No. 15,268

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 4th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1962 DEC -6 AM 10:05

Clara M. Link
Notary Public

9

LIBER 144 PAGE 521

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANCIS XAVIER BOWEN AND MARY JUNE BOWEN, HIS WIFE	:	(In Equity)
	:	No. 15268
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1381 folio 3 from said Francis Xavier Bowen and Mary June Bowen, 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 4th day of December, 1962 at 3.25 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. 9, Block 19, Section 2, as shown on the Plat entitled "Harundale, Section 2", dated June 18, 1947 and recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22, the improvements whereon are known as No. 1817 Lansing Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 DEC -6 AM 10:05

10

CALLAHAN AND CAL
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 Francis Xavier Bowen and Mary June Bowen, his wife to Baltimore Federal Savings and Loan Association, dated March 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1381 folio 3 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
December 4th, 1962
at 3:25 P.M.

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

Being known and designated as Lot No. 9, Block 19, Section 2, as shown on the Plat entitled "Harundale, Section 2", dated June 18, 1947, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22: the improvements thereon are known as No. 1817 Lansing Road.

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

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

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, utility room, hot water oil fired heat.

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

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

N-29

LIBER 144 PAGE 522

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eighty-nine Hundred fifty ($8950.00) 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 5th day of December, 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

11

ORDER NISI

LIBER 144 PAGE 523

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

FRANCIS XAVIER BOWEN AND MARY JUNE BOWEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,268 Equity

Ordered, this 6th day of December, 19 62, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of January next.

The report states that the amount of sale was $8,950.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE Dec. 13th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

FRANCIS XAVIER BOWEN AND MARY JUNE BOWEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of January, 1963 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

JAN 17 AM 11:06

12

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 Francis Xavier Bowen and Mary June Bowen, his wife to Baltimore Federal Savings and Loan Association, dated March 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1381 folio 3 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday,
December 4th, 1962
at 3:25 P.M.

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

Being known and designated as Lot No. 9, Block 19, Section 2, as shown on the Plat entitled "Harundale, Section 2", dated June 18, 1947, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22; the improvements thereon are known as No. 1817 Lansing Road.

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

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

The improvements consist of a one story, 1 family detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, utility room, hot water oil fired heat.

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

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

N-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 524

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1962

We hereby certify, that the annexed

Attorney's Sale

Francis Xavier Bowen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of December, 1962. The first insertion being made the 8th day of November, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1962 DEC 11 PM 4:30

By H. Tilghman

OFFI[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 525

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,268 Equity
WALTER S. CALWELL Attorney named in Morgage
VERSUS
FRANCIS XAVIER BOWEN and MARY JUNE BOWEN, his wife

Ordered, this 6th day of December, 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 14th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of January next.

The report states that the amount of sale was $8,950.00

LOUIS N. PHIPPS, Clerk

True Copy TEST:
LOUIS N. PHIPPS
Clerk

J-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,268

Francis Xavier Bowen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1963. The first insertion being made the 13th day of December, 1962

FILED

1963 JAN 15 PM 1:39

14 No. M.G. 33 224

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Francis Xavier Bowen and Mary June Bowen, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,268 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.

1963 FEB 13 PM 12:06 FILED

All of which is respectfully submitted.

February 11, 1963

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of March, 1963 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: C. B. Tolliver, deputy

FILED
1963 MAR -1 PM 12:30

15

Dr. Mortgaged Real Estate of Frances Xavier Bowen & Mary June Bowen, his wife

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

					Cr.	
By	Amount of Sale, as per Attorney's					
	Report of Sale filed	8,950	00			
By	Interest, 6%, on deferred payment,					
	$8,450.00 from 12/4/62 to 1/18/63	65	63			
By	Adjustment, 1962 Real Estate taxes,					
	from 12/4/62 to 12/31/62	11	76			
				9,027	39	
To	Attorney, for fee, viz.	50	00			
To	Attorney, for commission, viz.	298	50			
				348	50	
To	Attorney, for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	28	00			
	Auditor, this account	22	50			
				60	50	
To	Attorney, for disbursements, viz.					
	Capital-Gazette Press, Inc.					
	Advertisement & Nisi - Sale	85	00			
	New Amsterdam Casualty Co. - bond	38	00			
	E. T. Newell & Co., Inc.-auctioneer's					
	fee	35	00			
	Notary fees	1	25			
	Adjustment, ground rent, 11/1/62 to					
	12/4/62	11	00			
				170	25	

	To	Baltimore Federal Savings & Loan				
		Association, Mortgagee, on account				
		of Mortgage claim			8,448	14
					9,027	39
		Balance due on Mortgage, as per				
		claim filed	9,444	16		
		Interest, 5 1/4%, on principal				
		balance, $9,177.88, from 11/19/62				
		to 2/28/63	157	40		
			9,601	56		
		Credit amount allowed above	8,448	14		
		This amount subject to decree in				
		personam	1,153	42		

17

LIBER 144 PAGE 529

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF CHARLES A. DEDO	*	FOR
AND MARY L. DEDO, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. _____ EQUITY

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage.
16 Crain Highway, S.W.
Glen Burnie, Maryland.
SO6-0770

1982 OCT 22 [illegible] 2:10

LIBER 1233 PAGE 214 LIBER 144 PAGE 530

PURCHASE MONEY

This Mortgage, Made this 5th day of ~~August~~ September, 1958

by and between Charles A. Dedo and Mary L. Dedo, his wife ----------

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -50- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 5,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association; said sum having been used as part of the purchase price for the property hereinafter described.

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

BEING known and designated as Lots Numbered 29, 30 and 31, in Section 64, all as more fully shown and delineated on the Plat of Outing Park (now known as Green Haven) said Plat being duly recorded among the Land Records of Anne Arundel County in Liber G.W. 1, folio 102; now recorded in Plat Book 13, folio 40.

BEING ALSO the same property which the said Mortgagors acquired from Anna E. Roth and Samuel M. Roth, her husband, by Deed dated August 25th, 1958 and intended to be recorded immediately prior hereto.

2

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

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 25.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 25.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 5,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

Charles A. Dedo ..... (SEAL)
Charles A. Dedo

..... (SEAL)

Mary L. Dedo ..... (SEAL)
Mary L. Dedo

..... (SEAL)

LIBER 144 PAGE 533

LIBER 1233 PAGE 217

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of ~~August~~ September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Charles A. Dedo and Mary L. Dedo, his wife ---------- and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh---------- the------President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

950

Amelia H. Tubman

AMELIA H. TUBMAN Notary Public.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Rec'd for record Sept. 9, 1958, at 11:21 A.M.

Mailed to John Demyan Jr.

PURCHASE MONEY

Mortgage

FROM

CHARLES A. DEDO and
MARY L. DEDO, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3633

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 SEP -9 AM 11:21
& RECORDED IN LIBER GTC NO. 1233 FOLIO 214
GEO. T. CROMWELL, CLERK

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

950

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

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

ATTEST:

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

..... Secretary.

By..... President.

1952 OCT 22 PM 2:19

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A. DEDO AND MARY L. DEDO, HIS WIFE

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

LIBER 144 PAGE 534

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

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

Affiant

Subscribed and sworn to before me this 16th day of October 1962.

Kathryn M. Conboy
Notary Public

FILED

1962 OCT 22 PM 2:19

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF CHARLES A. DEDO * FOR
AND MARY L. DEDO, HIS WIFE * ANNE ARUNDEL COUNTY
* NO. 15,253 EQUITY

LIBER 144 PAGE 535

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 5,000.00
Interest from the 31st day of July, 1962, to the 30th day of November, 1962.	$ 88.00	
Late fines from the 31st day of August, 1962, to the 30th day of November, 1962.	26.40	114.40
		$ 5,114.40
Dues paid to date		654.06
Total amount due under Mortgage		$ 4,460.34

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

BY: Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of October 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of the Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the foregoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public
Kathryn M. Conboy

1962 OCT 22 [illegible]

7

ROYAL INDEMNITY COMPANY

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

LIBER 144 PAGE 536

LIBER 11 PAGE 490

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

No. 15,253 Equity

Bond No. 400051

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and the ROYAL INDEMNITY COMPANY, a corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand, Five Hundred Dollars ($5,500.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of November, 1962.

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

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

Signed, sealed and delivered
in the presence of:

Kathryn M. Conboy
Kathryn M. Conboy

John Demyan (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: William Miller
ATTORNEY-IN-FACT

The above bond is this 20th day of November at 10:20 o'clock A.M. approved.

Louis N. Phipps clerk

FILED

1962 NOV 20 AM 10:02

8

LIBER 144 PAGE 537

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots Nos. 29, 30 & 31, in Section 64, all as more fully shown and delineated on the Plat of Outing Park (now known as Green Haven) said Plat being duly recorded among the Land Records of Anne Arundel County in Liber G.W. 1, folio 102; now recorded in Plat Book 13, folio 40.

PROPERTY LOCATED IN OUTING PARK,
GREEN HAVEN, THIRD ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Charles A. Dedo and Mary L. Dedo, his wife, dated September 5, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1233, folio 214 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, NOVEMBER 20, 1962

AT 11 O'CLOCK A.M.

All those lots of ground, situate, lying and being in Outing Park, Green Haven, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Numbered 29, 30 and 31, in Section 64, all as more fully shown and delineated on the Plat of Outing Park (now known as Green Haven) said Plat being duly recorded among the Land Records of Anne Arundel County in Liber G.W. 1, folio 102; now recorded in Plat Book 13, folio 40.

BEING ALSO the same property which the said Mortgagors acquired from Anna E. Roth and Samuel M. Roth, her husband, by Deed dated August 25, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1233, folio 212.

IMPROVEMENTS: Frame dwelling.

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

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.

FILED
1962 NOV 23 PM 3:53

LIBER 144 PAGE 538

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss

I HEREBY CERTIFY, that on this 20TH day of November, 1962; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George M. Taylor,Box 78,Green Haven,Pasadena,Maryland, who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $3500.00; a deposit of $500.00, made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made.

2. That he is an agent acting for himself,George M.Taylor and Sylvia E.Taylor, his wife - - - - - - - - -, his principal.

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

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

Fred.W.Kuethe (SEAL)
Notary Public

George M.Taylor

Sylvia E.Taylor
Purchasers

Box 78
Green Haven
Md.

ACCEPTED:

John Demyan, Jr, Attorney named in Mortgage

FILED

1962 NOV 23 PM 3:53

10

LIBER 144 PAGE 539

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF CHARLES A. DEDO * FOR
AND MARY L. DEDO, HIS WIFE * ANNE ARUNDEL COUNTY
* NO. 15,253 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from Charles A. Dedo and Mary L. Dedo, his wife, to The Glen Burnie Savings and Loan Associationof Anne Arundel County, a body corporate, dated September 5, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1233, folio 214; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Outing Park, Green Haven, Maryland, Tuesday, November 20, 1962, at 11 o'clock A.M., and then and there sold the said property to George M.Taylor and Sylvia E.Taylor, his wife- - - - - - - - - - - - - - - - at and for the sum of Thirty Five Hundred - - - - - - - - - - - - - - - - ($ 3,500.00)Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground situate, lying and being in Outing Park, Green Haven, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Numbered 29, 30 and 31, in Section 64, all as more fully shown and delineated on the

FILED

1962 NOV 23 PM 3:53

Plat of Outing Park (now known as Green Haven) said Plat being duly recorded among the Land Records of Anne Arundel County in Liber G.W. 1, folio 102; now recorded in Plat Book 13, folio 40.

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

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

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

Respectfully submitted

John Demyan, Jr., Attorney
named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of September 1962; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made to the highest bidder therefore.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Notary Public

Kathryn M. Conboy

12

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A DEDO AND MARY L. DEDO, HIS WIFE

LIBER 144 PAGE 541

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,253 Equity

Ordered, this 23rd day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of December 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 31st day of December next.

The report states that the amount of sale was $3,500.00

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.

Maryland Gazette (for Nov. 29 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A DEDO AND MARY L. DEDO, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of January, 1963 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 26 Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1963 JAN -9 PM 12:45

13

JOHN DEMYAN, JR.
Attorney At La
16 Crain Highway,
Glen Burnie, Maryland

Mortgage Sale
Of Valuable Fee Simple Property

Lots Nos. 29, 30 & 31, in Section 64, all as more fully shown and delineated on the Plat of Outing Park (now known as Green Haven) said Plat being duly recorded among the Land Records of Anne Arundel County in Liber G.W. 1, folio 102; now recorded in Plat Book 13, folio 40.

Property located in Outing Park Green Haven, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Charles A. Dedo and Mary L. Dedo, his wife, dated September 5, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1233, folio 214 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tues. Nov. 20, 1962 at 11 o'clock A.M.

All those lots of ground, situate, lying and being in Outing Park, Green Haven, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Numbered 29, 30 and 31, in Section 64, all as more fully shown and delineated on the Plat of Outing Park (now known as Green Haven) said Plat being duly recorded among the Land Records of Anne Arundel County in Liber G.W. 1, folio 102; now recorded in Plat Book 13, folio 40.

BEING ALSO the same property which the said Mortgagors acquired from Anna E. Roth and Samuel M. Roth, her husband, by Deed dated August 25, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1233, folio 212.

No. M
14

IMPROVEMENTS: Frame dwelling.

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

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.

ROBERT H. CAMPBELL
Auctioneer

N-15

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 542

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 22, 1962

We hereby certify, that the annexed

Mortgagee Sale

15,253

Charles A. Dedo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of November, 1962 The first insertion being made the 25th day of October, 1962

FILED
1962
NOV 28 PM 12:30

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

LIBER 144 PAGE 543

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,253

Charles A. Dedo

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 31st day of December, 1962. The first insertion being made the 29th day of November, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus Mann

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,253 Equity

In the Matter of the Mortgaged Real Estate of

CHARLES A. DEDO and MARY L. DEDO, his wife

Ordered, this 23rd day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of December 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 31st day of December next.

The report states that the amount of sale was $3,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-20.

FILED

1963 JAN -4 PM 2:38

No. M.G. 34086

LIBER 144 PAGE 544

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES A. DEDO AND MARY L. DEDO, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,253 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
1963 FEB -7 PM 4:13

All of which is respectfully submitted.

February 7, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of February, 1963, 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
1963 FEB 26 AM 9:10

16

Dr. Mortgaged Real Estate of Charles A. Dedo & Mary L. Dedo, his wife

In Acct. with John Demyan, Jr., Attorney named in Mortgage

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale filed	3,500	00		
	By	Interest, 6%, on deferred payment, $3,300.00, from 11/20/62 to 1/23/63	36	74		
	By	Adjustment, 1962 Sanitary charges	2	96		
					3,539	70
	To	Attorney, for fee, viz.	50	00		
	To	Attorney, for commission, viz.	135	00		
					185	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	88	52		
		Speer Publications, Inc.- handbills	18	03		
		Royal Indemnity Company - bond	22	00		
		Robert H. Campbell- auctioneer's fee	45	00		
		Adjustment, 1962 Real Estate taxes, 10 months 20 days	71	10		
		½ Federal & State Revenue stamps	5	77		
					250	42
	To	Glen Burnie Savings & Loan Assoc.				

of Anne Arundel County, Mortgagee,		
on account of Mortgage claim		3,043 78
		3,539 70
Balance due on Mortgage as per		
claim filed	4,460 34	
Interest, 6%, on principal balance,		
$4,345.94, from 12/1/62 to 2/25/63	61 65	
	4,521 99	
Credit amount allowed above	3,043 78	
This amount subject to decree in		
personam	1,478 21	

Docket Entries

C-103-1962

E. Thos. W. Stahl	:	John Zebelean and
Trustee	:	Rosa Zebelean, his wife
	:	
		Harriet Schapel Ochlech
	:	Purchaser
	:	
	:	John P. Zebelean, Jr. and
	:	Alice Zebelean, his wife,
	:	Sub. Purchasers
	:	C-No. 28734
	:	Bennie Murchin and
	:	Bernice A. Murchin, his wife
	:	Julius E. Rohn, and
	:	Lester L. Bolander and
	:	Joanna Bolander, his wife

- -

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

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

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage Claim (5) fd.

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

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

2" April 1962 Trustees Report of Sale (8) fd.

Same day Ratified Nisi Order (9) fd.

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

Same Day Trustees Report of Sale finally ratified and confirmed order (11) fd.

FILED

1963 MAR -4 PM 12:20

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

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

Same day Ratified Nisi Order fd

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

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

Same day Subpoena (15) issd. (Summoned)

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

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

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

27" November 1962 Decree in Personam entered in favor of Plaintiff for the sum of $21,259.01 against Lester L. Bolander one of the Mortgagors with interest until paid (19) fd.

LIBER 144 PAGE 549

JOHN ZEBELEAN and ROSA ZEBELEAN	:	IN THE CIRCUIT COURT
vs.	:	OF
BENNIE MURCHIN and BERNICE A. MURCHIN, his wife	:	BALTIMORE CITY C-103/1962
JULIUS E. ROHN	:	C-28734
LESTER L. BOLANDER and JOANNA BOLANDER, HIS WIFE	:	

MOTION FOR DECREE IN PERSONAM

TO THE HONORABLE THE JUDGE OF THE CIRCUIT COURT OF BALTIMORE CITY:

Lester L. Bolander, one of the mortgagors in the above entitled cause, having been duly summoned to appear in accordance with the Order of this Honorable Court passed on the 4th day of September, 1962, as appears from the return of the Sheriff to the Writ of Subpoena, and no sufficient cause having been shown under the terms of said Order;

It is this 27th day of November, 1962, adjudged and ORDERED that the decree of this Court be hereby entered in favor of John Zebelean and Rosa Zebelean, Plaintiffs herein, for the sum of Twenty One Thousand Two Hundred Fifty Nine Dollars and one cent ($21,259.01) against said Lester L. Bolander, one of the mortgagors Defendant, with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

James K. Cullen

JUDGE

LIBER 144 PAGE 550

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries and Decree in Personam in favor of Plaintiff for the sum of $21,259.01 against Lester L. Bolander one of the Mortgagors with interest until paid now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 1st day of December A. D., 19 62

Henry J. Ripperger
Clerk.

FILED
1963 MAR -4 PM 12: 20

LIBER 144 PAGE 551

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.	:	IN THE
VS.	:	CIRCUIT COURT
WAYNE E. BROWN and MATILDA O. BROWN, his wife	:	FOR ANNE ARUNDEL COUNTY (IN EQUITY) No. 15,081

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION OF THE PLAINTIFF RESPECTFULLY REPRESENTS:

That on the 5th day of November, 1959, A.D., the defendants executed and delivered to Capital Savings and Loan Association, Inc., a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $4,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

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

And as in duty, &c.

Paul Beall

Paul Beall Attorney for Plaintiff

FILED

1962 JUL 11 AM 9:43

Form 812

[DR.—CITY OR COUNTY]

LIBER 144 PAGE 552

BOOK 1348 PAGE 443

PETITIONER'S EXHIBIT NO. 1
CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. vs.
WAYNE E. BROWN AND MATILDA O. BROWN, his wife

Mortgage

No. 15,081 Equity

THIS MORTGAGE, Made this 5th day of November, in the year Nineteen Hundred and Fifty-nine, by and between Wayne E. Brown and Matilda O. Brown, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Four Thousand Five Hundred Dollars ($ 4,500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Four Thousand Five Hundred Dollars ($ 4,500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Thirty-eight and 00/100 Dollars ($ 38.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of December, 19 59, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

THE said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Nine (9) and Ten (10), Section 11, Boulevard Park on the Magothy as the same are shown on a Plat thereof duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 13, folio 36.

BEING the same lots 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, were granted and conveyed by Marie G. Angel and Marie A. Durner, as joint tenants, to the herein named Mortgagors.

FILED

1962 JUL 11 AM 9:48

LIBER 144 PAGE 553

BOOK 1348 PAGE 444

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures~~

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, **forever, in fee simple.**

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

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

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, 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 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 Seventy-five Dollars ($75.00) 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 such 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 Mortgagor, or his 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, or his assigns, 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:

Antoinette M. Granese

Antoinette M. Granese

Wayne E. Brown (SEAL)
Wayne E. Brown

Matilda C. Brown (SEAL)
Matilda C. Brown

(SEAL)

(SEAL)

5

BOOK 1348 PAGE 446 LIBER 144 PAGE 555

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 5th day of November , 19 59 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Wayne E. Brown and Matilda O. Brown, his wife,

the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

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

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

Antoinette M. Granese *Notary Public*

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE MD.

My commission expires May 1, 1961

9.50

Rec'd for record Nov. 13, 1959, at 11:43 A.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

WAYNE E. BROWN

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

RECEIVED FOR RECORD NOV 13 1959 AM 11:43
CLERK

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 15966-T

Property:

Lots 9 & 10, Section 11, Boulevard Park

Description approved

Execution approved

LIBER 144 PAGE 556

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.	:	IN THE
VS.	:	CIRCUIT COURT
WAYNE E. BROWN and MATILDA O. BROWN, His wife	:	FOR ANNE ARUNDEL COUNTY (IN EQUITY) No 15,081 Equity

: : : : : :

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc., and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief:

1. said defendant is not in the military service of the United States,
2. said defendant is not in the military service of any nation allied with the United States,
3. said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
4. said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Charles F. Loos
Charles F. Loos, Vice President of
Capital Savings and Loan Association, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 25th day of June, 1962

Notary Public

My commission expires May 6 1963

FILED
1962 JUL 11 AM 9:49

LIBER 144 PAGE 557

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY) No. 15,081 Equity
VS.	:	
WAYNE E. BROWN and MATILDA O. BROWN, his wife	:	

: : : : : : :

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated November 5th, 1959	$4500.00
Less payments thereon	347.62
Balance as of June 30th, 1962	$4,152.38

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this day of , 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 Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS MY HAND AND NOTARIAL SEAL

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese, Notary Public

My commission expires May 6, 1963

FILED

1962 JUL 11 AM 9:43

LIBER 144 PAGE 558

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.	:	IN THE
VS.	:	CIRCUIT COURT
WAYNE E. BROWN and MATILDA O. BROWN, his wife	:	FOR ANNE ARUNDEL COUNTY
	:	(IN EQUITY)
	: : : : : : :	No. 15,081

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 13th 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 Paul Beall and James H. Whitney be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as they shall think proper, of the time place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their 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 Trustees 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 the 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 they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

APPROXIMATE VALUE OF PROPERTY

$5,500.00

George Sachse
Judge

FILED

1962 JUL 13 PM 2:13

8

Bond No. 76 36 726

LIBER 144 PAGE 559

LIBER 11 PAGE 436

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Docket No. 26
No. 15,081 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 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 Thousand Five Hundred and 00/100 ($5,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors 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 Paul Beall and James H. Whitney 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 Capital Savings and Loan Association, Inc.

vs.

Wayne E. Brown and Matilda O. Brown

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall and James H. Whitney

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:

Mary C. O'Brien

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter *As to Surety*

By Karl L. Johnston *Attorney-in-Fact*

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

Bond approved this 10th day of September, 1962

Louis N. Phipps, Clerk

1962 SEP 10 PM 9:13

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LIBER 144 PAGE 560

CAPITAL SAVINGS AND LOAN	:	
ASSOCIATION, INC.	:	IN THE
VS.	:	CIRCUIT COURT
WAYNE E. BROWN and	:	FOR
MATILDA O. BROWN, his wife	:	ANNE ARUNDEL COUNTY (IN EQUITY)
	:	No. 15,081.

: : : : : :

AMENDED
STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated November 5th, 1959	$ 4500.00
Less payment thereon	347.62
Balance as of June 30, 1962	$ 4152.38

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th day of September, 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 Charles F. Loos, Vice Presidnet of Capital Savings and Loan Association, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS MY HAND AND NOTARIAL SEAL,

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 6, 1963

FILED

1962 SEP 13 AM 10:57

16

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

WAYNE E. BROWN, and MATILDA O. BROWN, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Case No. 15,081

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

LOTS 9 and 10, SECTION 11, BOULEVARD PARK THIRD DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court of Anne Arundel County (Case No. 15,081) the undersigned Trustees, will sell at public auction, on the premises, on

Friday, the 14th day of September, 1962, at 2:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in the Third District of Anne Arundel County, and described as follows:

BEING known and designated as Lots Numbered Nine (9) and Ten (10), Section 11, Boulevard Park on the Magothy as the same are shown on a Plat thereof duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 13, folio 36.

Said property is located on the Northeast side of Maryland Avenue as laid out on said plat, approximately 430 feet southeast of Mountain Road and fronts 50 feet more or less on Maryland Avenue with a depth northeasterly of approximately 125 feet. Improvements consist of a one story Stucco covered block dwelling.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees
ALEX COOPER
Auctioneer

S-13

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of September 1962 sold the property described in the attached advertisement of sale at and for the sum of $3,500 to Capital Sav. & Loan Assoc Inc he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Alex Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 14th day of September 1962 purchased the property described in the attached advertisement of sale from Paul Beall and James H. Whitney, Trustees at and for the sum of $3,500 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Capital Savings & Loan Assn
Charles F. Loos V. Pres.
Purchaser

FILED

1962 SEP 18 PM 9:21

LIBER 144 PAGE 562

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY) # 15,081
VS.	:	
WAYNE E. BROWN and MATILDA O. BROWN, his wife	:	

: : : : : :

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

The Report of Sale of Paul Beall and James H. Whitney, Trustees appointed by the decree in the above entitle cause, to make sale of fee simple property Lots 9 and 10, Section 11, Boulevard Park in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday, the 14th day of September, 1962 at 2:00 O'clock P.M. attend on the premises and then and there sold the said fee simple property Lots 9 and 10, Section 11, Boulevard Park, to Capital Savings and Loan Association, Inc. at and for the sum of Three Thousand ($3,000.00) Dollars, they having offered the highest price therefor.

Paul Beall Trustee

James H. Whitney Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th 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 Paul Beall and James H. Whitney, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese, Notary Public
My commission expires May 6, 1963

1962 SEP 18 PM 9:21

12

ORDER NISI

LIBER 144 PAGE 563

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

WAYNE E. BROWN AND MATILDA O. BROWN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,081 Equity

Ordered, this 18th day of September, 19 62, That the sale of the property in these proceedings mentioned made and reported by PAUL BEALL AND JAMES H. WHITNEY, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of October next.

The report states that the amount of sale was $ 3,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul Beall, Atty.
(Final Order)

For MARYLAND GAZETTE (Sept. 20th Edition)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

WAYNE E. BROWN AND MATILDA O. BROWN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October, 1962 that the sale made and reported by the 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.

1962 SEP 25 PM 3:15

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 144 PAGE 564

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,081 EQUITY
Capital Savings and Loan Association, Inc.
versus
WAYNE E. BROWN and MATILDA O. BROWN, his wife

Ordered, this 18th day of September, 1962, That the sale of the property in these proceedings mentioned made and reported by PAUL BEALL AND JAMES H. WHITNEY, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of October next.

The report states that the amount of sale was $3,000.00.

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1962

We hereby certify that the annexed Order Nisi - Sale Equity 15,081 Wayne E. Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of October, 1962. The first insertion being made the 20th day of September, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L French

OCT 25

No. M. G. 2355-41

14

In the Case of

CAPITAL SAVINGS & LOAN ASSOCIATION, INC.

VS.

WAYNE E. BROWN and
MATILDA O. BROWN, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,081 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
1963 FEB 21 PM 12:01

All of which is respectfully submitted.

February 21, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of March, 1963, 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
1963 MAR 11 AM 8:59

FILED
1963 MAR 11 AM 8:59

15

Dr. Mortgaged Real Estate of Wayne E. Brown & Matilda O. Brown, his wife

In Acct. with Paul Beall and James H. Whitney, Trustees

					Cr.	
	By	Amount of Sale, as per Trustee's Report of Sale filed	3,000	00		
	By	Interest, 6%, on deferred payment $2,500.00 from 9/14/62 to 11/1/62	23	00		
					3,023	00
	To	Trustees for fee, viz.	75	00		
	To	Trustees for commissions, viz.	120	00		
					195	00
	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.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	67	52		
		Fidelity & Deposit Co. of Md.-bond	22	00		
		Alex Cooper				
		Advertising - Sun 42.80				
		Auctioneer's fee 25.00	67	80		
		Adjustment, 1962 taxes 8 months 14 days	79	25		
		½ Federal & State Revenue stamps	4	95		
					241	52
	To	Capital Savings & Loan Association Inc. Mortgagee, on account of				

		Mortgage claim			2,525	98
					3,023	00
		Balance due on Mortgage as per claim filed	4,152	38		
		Interest 6%, thereon from 7/1/62 to 12/31/62	124	57		
			4,276	95		
		Credit amount allowed above	2,525	98		
		This amount subject to decree in personam	1,750	97		

LIBER 144 PAGE 568

A.C. JOHNSON 606 MARSHALL ROAD GLEN BURNIE, MARYLAND	*	IN THE
	*	CIRCUIT COURT
VS:	*	FOR
GLORIA MARIE JOHNSON SPRING GROVE STATE HOSPITAL BALTIMORE 28, MARYLAND	*	ANNE ARUNDEL COUNTY NO. 14,660 EQUITY

****

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complaint, A.C. Johnson, respectfully represents unto your Honor.

1. That the Complaint, A.C. Johnson and the Respondent Gloria Marie Johnson, were divorced "a vinculo matrimonii" by decree of this Honorable Court in Divorces Numbered 6799.

2. That at the time of the granting of said divorce the Complainant, A.C. Johnson, and the Respondent, Gloria Marie Johnson, were owners as tenants by the entireties, in fee simple, of property in the Fifth Election Districk of Anne Arundel County, and described as follows;

Being known and designated as Lot No. 26, Block "k" , Section No. Two (2), as shown on the Plat of Glen Gardens, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 2.

The said A.C. Johnson, Complainant, and Gloria Marie Johnson, Respondent, acquired the said property by Deed, from the Glen Corporation, dated August 8, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 637, folio 458, a photographic copy of which is attached hereto and prayed to be taken as a part hereof.

3. That at the time of the purchase of the property hereinbefore described, the said A.C. Johnson and Gloria Marie Johnson, entered into a mortgage with the Moss Rouse Company, the principal balance of which on August 8, 1951, was $8100.00.

4. That in February 1953, the said, Respondent, Gloria Marie Johnson, was committed to Spring Grove State Hospital and has been continualy confined there as a patient.

FILED

1961 OCT 26 AM 9:22

5. That after the confinement of the Respondent, Gloria Marie Johnson, in the Spring Grove State Hospital, the Complainant A.C. Johnson, was financially unable to maintain the aforesaid described property as a residence, and was forced to rent same in an effort to keep the mortgage payments current; that in late 1960, the property was vacant for a long period of time and the mortgage payments became in arrears; the Complainant in an effort to save said property from foreclosure entered into an agreement with Bosse Brothers Realty Company; whereby Bosse Brothers Realty Company, advanced money to help save the property and make certain repairs; and an agreement was entered into by the Complaint, A.C. Johnson to rent the said property to Alfred J. Bently Jr. and Dorothy E. Bently, his wife, which agreement contains and option to purchase said property for $8500.00, a photographic copy of which is attached hereto and prayed to be taken as a part hereof.

6. That said property is improved by a one story building and cannot be divided in kind.

7. That it is necessary that a Trustee or Trustees be appointed by this Honorable Court to sell the aforesaid property and after payment of costs, indebtedness against the property and expenses incurred therein to distribute the balance of the purchase price in accordance with the Order of this Honorable Court in equal shares to A.C. Johnson, Complainant and Gloria Marie Johnson, Respondent.

WHEREFORE, YOUR COMPLAINANT PRAYS:

(a) That a Trustee or Trustees may be appointed by this Honorable Court to sell the property herein described.

(b) That the Trustee or Trustees may sell the said property in accordance with the instructions of this Honorable Court after the payment of indebtedness against the property, cost and expenses incurred, and distribute the balance of the purchase money so obtained to the parties entitled thereto in equal proportions.

(c) That the Complainant may have such other and further relief as the nature of his case may require.

2

AND AS IN DUTY BOUND, ect.

A.C. JOHNSON

GEORGE M. TAYLOR
SOLICITOR FOR COMPLAINANT
9 CENTRAL AVENUE
GLEN BURNIE, MARYLAND
SO. 6-1700

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 14th day of October 1961, before me, the Subscribers, a Notary Public, of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared A.C. Johnson, the Complaint named in the aforegoing Bill of Complaint, and made in due form of law that the matters and facts set forth therein are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notorial seal

NOTARY PUBLIC

ORDER

UPON THE aforegoing Bill of Complaint, Affidavit and Exhibits, it is by the Circuit Court for Anne Arundel County, this 31st day of October, 1961, Ordered that the Respondent, Gloria Marie Johnson, show cause, if any she may have on or before the 25th day of November, 1961, why the relief prayed for in the aforegoing Bill of Complaint should not be granted as prayed, provided a copy of this Bill of Complaint and Order be served on the said Respondent, Gloria Marie Johnson, on or before the 10th day of November 1961.

JUDGE

FILED
1961 NOV -1 PM 12:10

3

BOOK 637 PAGE 458 LIBER 144 PAGE 571

Form 8007
THE MARYLAND TITLE GUARANTEE COMPANY—DEED IN FEE

This Deed, *Made this* 8th *day of* August *in the year one thousand nine hundred and* fifty-one, by and between, THE GLEN CORPORATION, a body corporate, duly existing under the Laws of the State of Maryland, party of the first part; and A. C. JOHNSON and GLORIA MARIE JOHNSON, his wife, parties of the second part.

Witnesseth, *that in consideration of the sum of* Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her- - -

heirs and assigns, in fee simple, all - - - - - - - - - - - -that- - - - - - - - - - - - - *lot* - - - *of ground situate in* Anne Arundel County *, in the State of Maryland, and described as follows, that is to say:*

BEING known and designated as Lot No. 26, Block "K", Section No. Two (2), as shown on the Plat of Glen Gardens, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 2.

THE improvements thereon being known as No. 600 Delaware Avenue.

BEING one of the lots of ground which by Deed dated February 16, 1951, and recorded among the Land Records of said County in Liber J.H.H. No. 611, folio 435, etc., was granted and conveyed by Glen Gardens, Inc., et al, to the said Grantor herein.

FILED
1961 OCT 26 AM 9:22

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold, the said lot of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever; subject, however, to the legal operation and effect of the covenants, conditions, restrictions, etc., set out in the Deed from Banks and Lee, Inc., to the said THE GLEN CORPORATION, dated May 4, 1951 and recorded among the Land Records of ~~1951 and recorded among the~~ Anne Arundel County in Liber JHH No. 622, folio 325.

And *the said* ~~- - - - - - - - - - - - -~~ Grantor ~~- - - - - - - - - - - - -~~ *hereby covenants that* it *has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that* it *will warrant specially the property hereby granted and conveyed, and* it *will execute such further assurances of said land as may be requisite.*

Witness : the signature of said body corporate, Grantor, by the hand of W. L. Banks its President, and its corporate seal hereto affixed:

WITNESS:

Pat W. Bonelli

Pat W. Bonelli

THE GLEN CORPORATION

BY

W. L. Banks

President

District of Columbia

~~State of Maryland, Baltimore City,~~ to wit:

I HEREBY CERTIFY, that on this 2nd day of July

in the year one thousand nine hundred and fifty-one before me, the subscriber, a Notary Public of the ~~State of Maryland, in and for Baltimore City~~ District of Columbia aforesaid, personally appeared W. L. Banks, the President of THE GLEN CORPORATION, the within named Grantor, and he acknowledged the aforegoing Deed to be the act of said body corporate.

AS WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

Catherine Haverty

Catherine Haverty Notary Public.

My commission expires Oct. 1, 1952

Recorded 15th August, 1951 12-?

5

This Agreement, Made this Thirtieth day of September 1960, between A. C. Johnson, Landlord and Alfred J. and Dorothy E. Beatley, Jr., Tenant,

WITNESSETH, that the said Landlord hereby rents to the said Tenant 700 Delaware Avenue, N.E., Glen Burnie, Maryland, For the term of One (1) year beginning on the Fifteenth day of October 1960, and ending on the Fourteenth day of October, 1961, at Nine Hundred ($900.00) dollars a Year payable in twelve equal monthly payments of $75.00 per month payable in advance. Tenant agrees to pay all utilities and all maintenance charges involved.

LIBER 144 PAGE 573

1960, and ending on the Fourteenth day of October
19 61, at (900.00) dollars a Year payable in twelve
equal monthly payments of $75.00 per month payable in advance. Tenant agrees to pay
all utilities and all maintenance charges involved.

And the said Tenant hereby covenant with the said Landlord to pay the rent as aforesaid, keep the premises in good order, and to surrender the peaceful and quiet possession of the same at the end of the said term, in as good condition as when received, (the natural wear and decay of the property and unavoidable accidents excepted), and further, that the said Tenant will not do, suffer or permit anything to be done, in or about the premises which will contravene the policy of insurance against loss by fire; nor use, nor permit their use, for the purposes other than those of a dwelling *and will not at any time assign this agreement or sublet the property thus let or any portion thereof, without the consent in writing of the said Landlord or his representatives; and further, that whatever alterations or repairs the said Tenant shall be permitted to make shall be done at* their *own expense.*

IT IS FURTHER AGREED, That if the rent shall be Five (5) *days in arrears the Landlord shall have the right to distrain for the same, and to re-enter and take possession, and if the Tenant shall violate any of the aforegoing covenants on his part herein made, the Landlord shall have the right without formal notice to re-enter and take possession; and if the property shall be destroyed or rendered untenable by fire or unavoidable accident, the tenancy hereby created shall be thereby terminated thereunder, and all liability for rent thereunder shall cease upon payment proportionately to the day of fire or unavoidable accident.*

It is further agreed that at any time during the term of this lease, the buyers have a first refusal option to purchase above described property at not more than $8,500 in fee simple.

AND IT IS ALSO FURTHER AGREED, That this agreement, with all its provisions and covenants, shall continue in force from term to term after the expiration of the term above mentioned, provided, however, that the parties hereto, or either of them, can terminate the same at the end of the term above mentioned, or of any term *thereafter, by giving at least* Thirty *days previous notice thereof in writing.*

IN TESTIMONY WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first above written.

TEST:—

C. V. Mail

A. C. Johnson (SEAL)

Alfred J. Beatley, Jr. (SEAL)

Dorothy E. Beatley (SEAL)

A. C. JOHNSON	*	IN THE
	*	CIRCUIT COURT LIBER 144 PAGE 574
VS	*	FOR
	*	ANNE ARUNDEL COUNTY
GLORIA MARIE JOHNSON	*	EQUITY No. 14,660

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

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of A. C. Johnson, by George M. Taylor, his attorney respectfully represents:

1. That, Gloria Marie Johnson, the defendant in said cause, has been duly summoned, but being an incompetent she cannot answer and defend this suit for herself.

Wherefor, Your petitioner prays this Honorable Court to appoint a guardian ad litem for said incompetent and counsel for said guardian ad litem to appear and answer same.

AND AS IN DUTY BOUND, etc.

George M. Taylor

George M. Taylor

ORDER

Upon the foregoing petition it is this 4th day of December, 1961, by the Circuit Court for Anne Arundel County in Equity, Ordered that Ernest Florestano be and he is hereby appointed guardian ad litem for the incompetent respondent named in the foregoing petition; and that Joseph Levy, be and he is appointed counsel for the guardian ad litem; and he is directed to appear and file an answer in her behalf.

O Bryan Duckett

Judge

FILED

1961 DEC -4 AM 10:34

FILED

1961 DEC -4 AM 11:34

7

LIBER 144 PAGE 575

A. C. JOHNSON	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
GLORIA MARIE JOHNSON	*	ANNE ARUNDEL COUNTY
	*	EQUITY No. 14,660

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

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes ERNEST FLORENTANO, Guardian ad litem, under Order of this Honorable Court, by Joseph W. Hoy, his Solicitor, and for Answer to the Bill of Complaint against GLORIA MARIE JOHNSON, incompetent says:

1. That the Respondent, being an incompetent, cannot admit any of the matters and things alleged in said Bill of Complaint, and submits her rights thereunder to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc.

Joseph W. Hoy

Joseph W. Hoy, Solicitor for
Ernest Florentano, Guardian ad litem
416 North Ritchie Highway
Glen Burnie, Maryland
SO 6-9460

I hereby certify that a copy of the above Answer to Bill of Complaint was this 11th day of December ,1961, mailed to George Taylor, Esq., Attorney for the Complainant at 9 Central Avenue, Glen Burnie, Maryland.

Joseph W. Hoy

Joseph W. Hoy

FILED

1961 DEC 12 AM 11:22

8

LIBER 144 PAGE 576

A. C. JOHNSON	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
GLORIA MARIE JOHNSON	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY #14,660

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

TESTIMONY ON BEHALF OF THE COMPLAINANT

JUNE 11 - 12, 1962

Present:

George M. Taylor, Solicitor for Complainant

Joseph W. Hoy, Solicitor for Guardian ad litem

John G. Rouse, Jr., Court Examiner

Conchita D. Tuers, Court Reporter

Witnesses:

William J. Collison, pages 2 - 3

A. C. Johnson, pages 4 - 6

Hammond E. Bosse, pages 7 - 8

FILED

1962 AUG 24 PM 2:42

9

William J. Collison, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Taylor)

1. Mr. Collison, state your name and address?

A. William J. Collison, Mayo, Maryland.

2. And what business are you in Mr. Collison?

A. I am in the real estate business associated with George Kavanaugh & Co., Ferndale.

3. And how long have you been in this business?

A. Approximately 13 years.

4. And Mr. Collison did you have an occasion to inspect and appraise the property at 700 Delaware Ave. in Glen Burnie?

A. I did.

5. And how is this property improved?

A. It is a one-story rancher on one lot.

6. How many bedrooms?

A. Three bedrooms, living room, kitchen and a central utility room for heat.

7. Without basement?

A. Without basement.

8. What did you consider fair market value at the time of the appraisal?

A. $7800 would be a fair market value.

9. And this appraisal was made recently?

A. Yes sir.

10. Do you feel that this property can be divided in kind, that is, divided half and half to each of the parties?

A. No,

11. It cannot be divided?

A. No.

12. It would have to be sold and the proceeds divided?

A. Yes, that would be the proper way to do it.

(Mr. Hoy)

No questions.

(Mr. Rouse)

1. Mr. Collison is the property, which you have just described, Lot No. 26, Block "K" of Section 2 Glen Gardens?

A That's correct.

2. Mr. Collison is the written appraisal of the same property?

A That is the appraisal I made.

(APPRAISAL OF WILLIAM J. COLLISON FILED AS EXAMINER'S EXHIBIT #1)

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 Collison Sr.

A. C. Johnson, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Taylor)

1. Mr. Johnson, would you state your name and address?

A. My name is A. C. Johnson and I reside at 606 Marshall Road, Glen Burnie, Maryland.

2. Were you at one time the husband of Gloria Marie Johnson?

A. Yes, I was.

3. What date were you married to Gloria Marie?

A. November 11, 1949.

4. Are you now married to Gloria Marie Johnson?

A. No, I am not.

5. And when were you divorced?

A. In June of 1961.

6. And where?

A. In Annapolis, Maryland.

Taylor: I'd like the record to show that Mr. Johnson was divorced by decree of the Circuit Court for Anne Arundel County in Divorces #6799 [FILED HEREWITH AS EXAMINER'S EXHIBIT No. 1A]

7. While you were married to Gloria, did you and Gloria Marie buy any real estate?

A. Yes, we did.

8. And what was this property known as?

A. It was known as 700 Delaware Ave., in Glen Gardens, Glen Burnie, Maryland.

9. And is there a mortgageon that property?

A. Yes, there is.

10. And what is the present balance dueon that mortgage?

A. The present balance is $5,400, I believe.

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11. I show you this paper, can you identify it?

A. Yes, it is an official notice from the Merchants Mortgage Company concerning the balance on this mortgage.

(STATEMENT FOR RELEASE OF MORTGAGE FILED AS EXAMINER'S EXHIBIT #2)

12. Now Mr. Johnson the deed shows 600 Delaware Ave., is the property you purchased known as Lot 26, Block "K", Section 2 Glen Gardens?

A. Yes, it is.

13. Now can this property be divided equally between you and your wife?

A. No, it can't.

14. And what were the conditions under which you and your wife separated, Mr. Johnson?

A. She went to a mental institution and she had been there for over eight years at a time of the divorce.

(Mr. Rouse)

15. And she is still there?

A. She is still there, yes.

(Mr. Taylor)

16. Did you have to borrow any money on this property other than the mortgage?

A. I had to ask my real estate man to advance some money to help bring the mortgage payments up-to-date because it had been vacant for a fewmonths.

17. Have you inspected this property recently?

A Yes, I have seen it.

18. And in what condition is it?

A. It is in a pretty run down condition.

19. Now do you think $7800, as just recently testified to, is a fair price for this property?

A. I believe it is, yes sir.

Taylor: Witness with you.

(Mr. Hoy)

No questions.

(Mr. Taylor)

20. Is the property vacant at this time?

A. It is vacant at this time, yes.

QUESTION BY THE EXAMINER:

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

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

Answer. No . . . . . .

Signature. A. L. Johnson

June 12, 1962

Hammond E. Bosse, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Taylor)

1. State your name and address?

A. Hammond E. Bosse, 420 Crain Highway, S.W., Glen Burnie, Maryland.

2. And what is your profession?

A. Real estate broker.

3. And how long have you been a broker inAnne Arundel County?

A. Seven years.

4. Are you familiar with the property in question here, 700 Delaware Ave.?

A. I am.

5. Are you aware that the deed sets it as 600 Delaware Ave.?

A I wasn't aware of it until this morning.

6. Do you know if this property is known as Lot 26, Block "K", Section 2, Glen Gardens?

A. Yes.

7. Mr. Bosse are you familiar with this property?

A. Yes.

8. And how long have you been acquainted with it?

A. Since September of 1960.

9. And you have been a rental agent?

A Yes.

10. Have you made an appraisal of this property recently?

A. Yes sir.

11. I show you this appraisal dated February 22, 1962, does this yet stand?

A. Yes sir.

17

12. And what would you say is the fair market value of that property?

A. $8,000.

13. Now Mr. Bosse, in the bill of complaint, you set forth that you had entered into a rental option purchase agreement, is that agreement yet in effect?

A. No.

14. And why not?

A. The people thought that the property wasn't worth going ahead and repairing and fixing it up for the price that we had in the rental agreement.

(Mr. Rouse)

15. You mean by that, they just failed to exercise their option?

A. The option is now expired, right.

(Mr. Taylor)

16. Can this property be divided inkind?

A. No.

17. It would have to be sold and the proceeds divided?

A. That's right.

(APPRAISAL OF BOSSE BROS. REALTY CO. FILED AS EXAMINER'S EXHIBIT #3)

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 Hazel E. Brown

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 24th day of ~~June~~ August, 1962

John G. Rouse, Jr. (SEAL)
Examiner

J. R. $10.00

C.T. $10.00 Pd. ct

20

Appraisal
700 Delaware Avenue
Glen Burnie, Maryland

Appraisal requested by Mr. Hoy
Subject Property:

To: Mr. George Taylor, Esq.
9 Central Avenue
Glen Burnie, Maryland

After viewing and inspecting property at 700 Delaware Avenue, Glen Burnie, Maryland; I find the following conditions and hereby submit same:

Property is a 3 bedroom frame Ranch-type dwelling with living room, kitchen and utility room with a hot air central heating system, situated on the Northeast corner of Delaware and Glen Roads.

Property needs painting inside and out.
There is termite damage and property needs repair.
Shingles need to be replaced.

Considering the above, I hereby estimate the property to be worth a market price of about $7800.00.

Respectfully yours,

William J. Collison

WJC:

Ex Exhibit No 1
Johnson v. Johnson. Equity No 14660
John S. Rowe 2. Exam.

FILED
1962 AUG 24 PM 2:44

21

RESIDENTIAL & COMMERCIAL
MORTGAGE LOANS

SARATOGA 7-5339

CONSTRUCTION LOANS
LONG-TERM LOANS

MERCHANTS MORTGAGE COMPANY

LIBER 144 PAGE 589

210 EAST LEXINGTON STREET
BALTIMORE 2, MARYLAND

CHARLES C. HOFFBERGER - - - - PRESIDENT
L. E. HOFFBERGER - - - - - VICE-PRESIDENT
J. C. HOFFBERGER - - - - - - TREASURER
HAROLD V. KEYBER - - - - - - SECRETARY

June 6, 1962

STATEMENT FOR RELEASE OF MORTGAGE

A. C. & Gloria M. Johnson
700 Delaware Avenue - Glen Gardens
Glen Burnie, Maryland

Balance :	$5,367.24
Interest:	71.56
Release Fee:	6.50
Recording Fee:	2.50
	$5,447.80

These figures are only good until June 30, 1962

Ex Exhibit No 2
Johnson v. Johnson Equity No 14660
John S. Rowe L. Exam

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1962 AUG 24 PM 2:44

Financing Developers and Builders Since 1925

22

HAMMOND E. BOSSE, Broker

SOUTHFIELD 6-4161

LIBER 144 PAGE 590

Bosse Bros. REALTY CO.

~~106~~ 420 CRAIN HIGHWAY, S. W. GLEN BURNIE, MD.

APPRAISAL

February 22, 1962

Subject: 700 Delaware Avenue
Glen Burnie, Maryland

To: Mr. George Taylor
9 Central Avenue
Glen Burnie, Maryland

Upon making an inspection of the property located at 700 Delaware Avenue, Glen Burnie, Maryland, I would like to submit the following appraisal of the property. This property is a 3 bedroom frame dwelling with living room, kitchen and utility room. It is heated with forced hot air central gas-fired heating unit. The house is located on a lot fronting 95' by 105' situated on the Northeast corner of Delaware Avenue and Glen Road. The property is in very poor condition and needs considerable work completed to make it saleable. The house needs a complete painting on the interior and exterior. There are several places where the door and window trim needs to be replaced due to destruction of the trim by termites. The house needs to be exterminated; also several shingles blown from the roof should be replaced.

Considering all the above repairs that need to be taken care of, the property is worth approximately $8,000.00 in fee on todays market.

BOSSE BROS. REALTY CO.

Hammond E. Bosse

Examiner's Exhibit No. 3
Johnson v. Johnson, Equity No 14660
John S. Rowe L. Exam

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1962 AUG 24 PM 2:44

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LIBER 144 PAGE 591

A.C. JOHNSON	*	IN THE
VS	*	CIRCUIT COURT
GLORIA MARIE JOHNSON	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14,660 EQUITY

ORDER OF COURT

This matter coming on for hearing, the Bill of Complaint and Answer thereto, together with the testimony, having been read and considered, and it appearing to the Court that the property mentioned in these proceedings cannot be partitioned in kind without loss to the parties.

IT IS BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY this 5th day of September, 1962, ADJUDED, ORDERED AND DECREED that Joseph W. Hoy and George M. Taylor be and they are hereby appointed Trustees to sell the property mentioned in these proceedings, with power to sell the same either at private sale (and if at private sale at not less than the appraised value of $8000 ~ ,) and to report said sale to this Court for its ratification thereof; or to sell the said property at public auction to the highest bidder, for cash, after giving at least days notice by advertisement inserted in a newspaper published in Anne Aurndel County prior to said sale, said advertisement shall set forth the time, place manner and terms of sale as well as that the said sale is subject to the ratification of this Court, and after full and proper report thereof shall have been made in due course by the said Trustees, with an annexed affidavit by them as to the fairness thereof; and

IT IS FURTHER ORDERED that after ratification in due course shall have been had of said sale by this Court, and on payment of the whole purchase money and not before, the trustees shall

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1962 SEP -5 PM 2:08

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by a good and sufficient deed to be executed, acknowledged and recorded, according to Law, convey to the purchaser or purchasers of said property, his or her or their heirs, personal representativies, executors, administrators and assigns, the said property, free and clear of any and all claims of the parties hereto and those claiming by or under them or either of them; and

IT IS FURTHER ORDERED that before proceeding to discharge their duties as set forth in this Order, the said Trustees shall qualify by filing with the Clerk of this Court a duly approved corporate bond in the sum of eight thousand . Said Trustees shall thereafter bring into Court the money or monies arising from said sale to be distrubuted under the direction of this Court, after deducting the proper costs of said sale and such commissions to said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith said Trustees shall appear to have discharge the trust herein.

D. Boris Duckett
JUDGE

25

Bond No. 76 36 682

LIBER 144 PAGE 593

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 11 PAGE 431

No. 14660 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Joseph W. Hoy and George M. Taylor, 416 N. Ritchie Highway, Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 (10,00.00) ----------Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of August in the year of our Lord one thousand nine hundred and Sixty-two

WHEREAS, the above bounden Joseph W. Hoy and George M. Taylor 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 A. C. Johnson

vs.

Gloria Marie Johnson

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Joseph W. Hoy and George M. Taylor

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Joseph W. Hoy (SEAL)
Joseph W. Hoy

George M. Taylor (SEAL)
George M. Taylor

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 6 day of Sept. 1962

Louis G. Phipps

FILED SEP -6 P. M.

LIBER 144 PAGE 594

A. C. JOHNSON	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
GLORIA MARIE JOHNSON	*	ANNE ARUNDEL COUNTY
	*	NO. 14,660 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Joseph W. Hoy and George M. Taylor, Trustees appointed by Order of this Honorable Court in the above entitled cause to make sale of the property mentioned in these proceedings, respectfully shows:

1. That after giving bond with security for the faithful discharge of their trust, as prescribed by said Order, which bond was duly approved, they were contacted by Mr. Hammond Bosse of Bosse Bros. Realty Company, and advised that he had a party who was interested in purchasing said property at a price in excess of the $8000.00 value set forth in the aforsaid Order.

2. That your Trustees instructed Mr. Hammond Bosse to present a contract of sale, a copy of which is attached hereto and prayed to taken as a part hereof, which contract of sale is subject to the approval and ratification of this Honorable Court.

3. Your Trustees believe and therefore aver, that the best interest of all concerned would be served by approval of the within contract; because of the present condition of the property, the impending threat of foreclosure proceeding, (as the present existing mortgage payments are in arrears) and that the sales price after payment of a real estate commission is more than could be secured from a public auction sale.

FILED

1962 SEP 14 AM 9:25

27

Wherefor, your Petitioners pray this Homorable Court to pass an Order ratifying and approving said sale, to John H. Clark, Jr. and Evelyn G. Clark, his wife.

Joseph W. Hoy, Trustee

George M. Taylor, Trustee

State of Maryland, Anne Arundel County, 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 Anne Arundel County aforesaid personally appeared Joseph W. Hoy and George M. Taylor, Trustees in the above entitled matter, and they made oath in due form of Law that the matter and facts set forth in the aforegoing Report of Sale are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

THOMAS G. HAZLEGROVE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Thomas G. Hazlegrove
NOTARY PUBLIC
My Comm. Expires 5/6/63

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Hammond E. Bosse, Broker

420 Crain Highway, S.W.
Glen Burnie, Maryland

Bosse Bros. REALTY CO.

LIBER 144 PAGE 596

SOUTHFIELD 6-4171

CONTRACT OF SALE

THIS AGREEMENT, made this Twelfth day of September 1962, by and between Joseph W. Hoy and George M. Taylor Trustees of the first part, hereinafter called SELLER, and John H. Clark, Jr. and Evelyn G. Clark, his wife of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller -- subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: and being further known and described as 700 Delaware Avenue in a section known as Glen Gardens in the Fifth Election District of Anne Arundel County, Md. A Three bedroom frame dwelling situated on a lot off the North East Corner of Delaware Ave. and Glen Road. In Fee Simple.

At and for the price of Eight Thousand Three Hundred ($8,300.00) Dollars,

of which One Hundred ($100.00) Dollars

have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows: Three Thousand One Hundred Eight ($3,108.00) dollars to be paid in cash at time of settlement. Balance of Five Thousand One Hundred Ninety Two ($5,192.00) dollars to be paid by assuming the present mortgage to the Merchants Mortgage Co. Possession to be granted at time of settlement, such settlement to be on or before 30 days of date hereof., **or on or before ten (10) days after retification of said sale by the Circuit Court for Anne Arundel County.**

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

~~Rent, ground rent~~, insurance, taxes, ~~water rent~~ and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

The Seller agrees to pay to Bosse Bros. Realty Co., the Broker's Commission in accordance with the Rules of the Maryland Real Estate Commission, saidcommission being due and payable upon the signing of the contract; and it is agreed that the entire deposit herein above re-ferred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

Joseph W. Hoy (SEAL)

George M. Taylor (SEAL)

John H. Clark, Jr. (SEAL)

Evelyn G. Clark (SEAL)

FILED
1962 SEP 14 AM 9:25

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LIBER 144 PAGE 597

A.C. JOHNSON	*	IN THE
VS	*	CIRCUIT COURT
GLORIA MARIE JOHNSON	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14,660 EQUITY

CONSENT TO RATIFICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned do hereby request the Court to grant immediate Ratification to the Contract of Sale dated September 12, 1962, and filed in these proceedings.

Joseph W. Hoy as
Solicitor for Guardian
Ad Litem and as Trustee

Ernest Florentano
Guardian Ad Litem of
Gloria Marie Johnson

A. C. Johnson, Complainant

George M. Taylor as
Solicitor for Complainant
and as Trustee

John H. Clark, Jr.

Evelyn G. Clark
Purchasers

FILED

1962 SEP 27 AM 9:32

30

ORDER

Upon the foregoing Consent to Ratification it is Ordered by the Circuit Court for Anne Arundel County this 28th day of September, 1962, that the sale made and reported by the Trustees approved by this Honorable Court by its Decree of September 5, 1962, be and the same is hereby finally ratified and confirmed and the Trustees are hereby allowed the usual commissions and such proper expenses as they shall produce vouchers for, to the auditor.

O. Bruce Duckett
JUDGE

FILED
1962 SEP 28 PM 4:32

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LIBER 144 PAGE 599

A.C. JOHNSON

VS.

GLORIA MARIE JOHNSON

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

NO. 14,660 EQUITY

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

GEORGE M. TAYLOR, one of the Trustees in the above entitled cause, respectfully represents unto your Honor:

1) That by this Honorable Court's Order, dated September 28th, 1962, a Consent to Imediate Ratification was duly filed.

2) That settlement under said Court Order was duly set, but immediately prior to this the Trustees were notified that the Title Company requires that said sale be ratified nisi and duly published.

WHEREFORE, YOUR PETITIONER PRAYS:

That the Clerk of the Circuit Court for Anne Arundel County be instructed to publish an Order Nisi for Ratification of sale in these proceedings.

George M. Taylor

GEORGE M. TAYLOR
Trustee

FILED
1962 NOV 28 AM 10:02

O R D E R

Upon the foregoing petition it is ordered by the Circuit Court for Anne Arundel County this 29th day of November 1962, that the sale made and reported by the Trustees in these proceedings be duly published by Order Nisi thereon.

O. Bowie Duckett

JUDGE

FILED
1962 NOV 29 PM 3:21

32

ORDER NISI

LIBER 144 PAGE 600

A. C. JOHNSON

versus

GLORIA MARIE JOHNSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,660 Equity

Ordered, this 29th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by Joseph W. Hoy and George M. Taylor, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of January next.

The report states that the amount of sale was $ 8,300.00

James H. Shipley Clerk.

True Copy,

TEST: Clerk.

Joseph W. Hoy, Atty.
(Final Order)

Maryland Gazette (for Dec. 6 edition)

A. C. JOHNSON

versus

GLORIA MARIE JOHNSON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of January, 1963 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

1963 JAN -9 PM 12:44

33

LIBER 144 PAGE 601

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed

Order Nisi

Eq. 14,660

Gloria Marie Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of January, 1963. The first insertion being made the 6th day of December, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus Mann

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,660 Equity
A. C. JOHNSON
VERSUS
GLORIA MARIE JOHNSON

Ordered, this 29th day of November, 1962, That the sale of the property in these proceedings mentioned made and reported by Joseph W. Hoy and George M. Taylor, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of January next.

The report states that the amount of sale was $8,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS Clerk

D-27

FILED

1963 JAN -4 PM 2:38

No. M. G. 33855

34

LIBER 144 PAGE 602

In the Case of

A. C. JOHNSON

vs.

GLORIA MARIE JOHNSON

In the

Circuit Court

For

Anne Arundel County

No. 14,660 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
1963 FEB 21 PM 12:01

All of which is respectfully submitted.

Auditor.

February 21, 1963

FINAL ORDER

ORDERED BY THE COURT, this 11th day of March, 1963, 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
1963 MAR 11 AM 8:59

Dr. A. C. Johnson vs Gloria Marie Johnson

LIBER 144 PAGE 603

In Acct. with George M. Taylor and Joseph W. Hoy, Trustees

					Cr.	
	By	Amount of Sale, as per Trustee's Report of Sale filed	8,300	00		
	By	Adjustment of Mortgage expense account	167	73		
					8,467	73
	To	George M. Taylor, Trustee, fee as per Order of Court 2/15/63, viz.	300	00		
	To	Joseph W. Hoy, Trustee, fee as per Order of Court 2/15/63, viz.	200	00		
					500	00
	To	Trustees, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Defendant's, Solicitor, appearance fee	10	00		
		Clerk, court costs	71	25		
		Auditor, this account	60	00		
		G. G. Miller, Sheriff's costs	6	00		
		John G. Rouse, Jr.- Examiner's fee	10	00		
		Conchita D. Tuers- Stenographer's fee	10	00		
		Ernest Florestano- Guardian ad litem's fee	4	00		
					181	25
	To	Trustees, for expenses, viz.				
		Capital-Gazette Press, Inc.-Nisi	15	00		
		Fidelity & Deposit Co. - bond	40	00		
		Hammond E. Bosse, real estate commission	498	00		
		Balance due on Mortgage assumed by				

		purchasers	5,088	95		
		1962 Real Estate taxes	142	62		
		1962 water charges	6	50		
		Merchants Mortgage Co. amount to				
		bring Mortgage account current	601	50		
		½ Federal & State Revenue stamps	16	27		
		Hilda M. Dieterich- Notary fee	2	00		
		P. Ki-Yun Yip, M. D. examination	10	00		
		Gertrude J. Fleischmann, M. D.	10	00		
					6,430	84
	To	Trustees for claim filed, viz.				
		Hammond E. Bosse, monies advanced				
		for maintenance & Mortgage payments				
		as per Order of Court 2/15/63	679	57		
					679	57
		Balance for disbribution $676.07				
	To	A. C. Johnson, ½	338	03		
	To	Gloria Marie Johnson, incompetent,				
		subject to further Order of Court, ½	338	04		
					676	07
					8,467	73

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